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IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Judith Schell,

Appellant

v.

Clearfield County Vocational-Technical
School

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00-1601-CS

No. 2018 C.D. 2001

ORDER

Now, August 30, 2001, appellant having filed a notice of appeal that does not indicate service on the trial judge, appellant is hereby ordered to serve the trial judge and file an amended certificate of service indicating that service on the trial judge has been completed within fourteen (14) days of the date of this order or the above captioned appeal will be dismissed as of course.

Don Tellepini
J.

Certified from the Record
AUG 31 2001
and Order Exit

FILED

012:01/01
SEP 06 2001

William A. Shaw
Prothonotary

2001 OCT -5 A 8:50
CLERK OF COMMONWEALTH COURT
OF PENNSYLVANIA

#7

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(C)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

THE UNDERSIGNED, Clerk (or Prothonotary) of the court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

2000-1601-CD

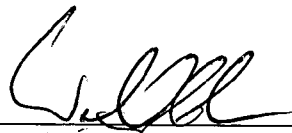
**Judith Schell
VS.**

Clearfield County Vocational Technical School

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from **No. 1 to No. 7**, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is
Oct - 4th, 2001.



Prothonotary/Clerk of Courts

(seal)

Date: 10/02/2001

Time: 01:09 PM

Page 1 of 1

Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2000-01601-CD

Current Judge: John K. Reilly Jr.

Judith Schell vs. Clearfield County Vocational Technical School

Civil Other

Date		Judge
12/28/2000	Filing: Appeal of Local Agency Adjudication Paid by: Randall Rodkey, Esquire Receipt number: 1815710 Dated: 12/28/2000 Amount: \$80.00 (Check) No Certified Copies	No Judge
01/16/2001	Answer to Appeal of Local Agency Adjudication. filed by s/Carl P. Beard, Esq. no cc	No Judge
01/25/2001	Acceptance of Service, Appellee's Answer to Local Agency Adjudication. s/Randall C. Rodkey, Esq. no cc	No Judge
03/14/2001	Certificate of Secretary of Clearfield County Career & Technology Center to the Court of Common Pleas of Clearfield County Pennsylvania. Filed by Atty Carl P. Beard, Solicitor. No cc.	No Judge
07/30/2001	OPINION AND ORDER, NOW, this 30th day of July, 2001, re: Hearing on appeal from administrative Adjudication from the Clearfield County Vocational Technical School, it is the ORDER of this Court that said appeal be and is hereby DISMISSED. by the Court, s/JKR,JR., P.J. 1 cc atty W. Mikesell, Beard, and Rodkey	John K. Reilly Jr.
08/24/2001	Filing: Appeal to High Court Paid by: Rodkey, Randall C. (attorney for Schell, Judith) Receipt number: 1830293 Dated: 08/24/2001 Amount: \$45.00 (Check)	John K. Reilly Jr.
09/06/2001	ORDER, NOW, August 30, 2001. re: AppelaInt to file amended Cert. of Svc. indicating that service on the trial judge has been completed within 14 days of the date of this Order or the above captioned appeal will be dismissed as of course. s/ Dan Pellegiane, J. Commonwealth Court of Pennsylvania	John K. Reilly Jr.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 02 2001

Attest:

William L. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CASE #00-1601-CD**

Judith Schell

VS

Clearfield County Vocational Technical School

ITEM NO.	DATE of FILING	NAME of DOCUMENT	NO of PAGES
01	12/28/00	Appeal of Local Agency Adjudication	06
02	01/16/01	Answer to Appeal of Local Agency Adjudication	07
03	01/25/01	Acceptance of Service	01
04	03/14/01	Certificate of Secretary of Clearfield County Career & Technology Center to the Court of Common Pleas of Clearfield County Pennsylvania	Separate Cover
05	07/30/01	Opinion and Order	05
06	08/24/01	Appeal to High Court	03
07	09/06/01	Order	01

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD**

I, **William A. Shaw**, Prothonotary/Clerk of Courts of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the whole record of the case therein stated, wherein

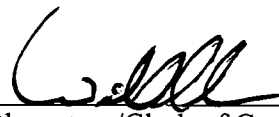
Judith Schell

VS

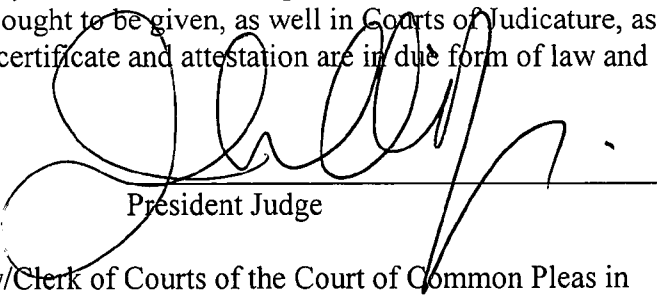
Clearfield County Vocational Technical School

So full and entire as the same remains of record before the said Court, at **No. 00-1601-CD**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 4TH Day of OCT., 2001.

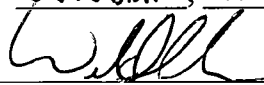

Prothonotary/Clerk of Courts

I, **John K. Reilly, Jr.**, President Judge of the Forty-sixth Judicial District, do certify that **William A. Shaw**, by whom the annexed record, certificate and attestation were made and given, and who in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so doing and now is Prothonotary/Clerk of Courts in and for said County of Clearfield, the Commonwealth of Pennsylvania, duly commissioned and qualified; to all of whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere, and that the said record, certificate and attestation are in due form of law and made by proper officer.


President Judge

I, **William A. Shaw**, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable **John K. Reilly, Jr.**, President Judge by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is President Judge, in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have
hereunto set my hand and affixed
the seal of said Court, this 4TH day
of OCTOBER, 2001.


Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH SCHELL,

Appellant

vs.

CLEARFIELD COUNTY VOCATIONAL-
TECHNICAL SCHOOL,

Appellee

FILED

DEC 28 2000

William A. Shaw
Prothonotary

NO. 00-1601-CD
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:
FOR TRIAL ()
FOR ARBITRATION ()
FOR OTHER DISPOSITION (x)
Argument
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TYPE OF DOCUMENT:
APPEAL OF LOCAL AGENCY
ADJUDICATION
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:
Counsel of Record for Party:
Randall C. Rodkey, Esq.
Attorney for Appellant

APPEAL OF LOCAL AGENCY ADJUDICATION

And now comes, the Appellant herein, Judith Schell, by and through her attorney, Randall C. Rodkey, Esquire, and pursuant to the provisions of the Local Agency Law, 2 Pa. C.S.A. Sec. 751 et seq. and files the within Appeal of Local Agency Adjudication upon a cause whereof the following is a statement, to wit:

1. Appellant, Judith Schell, is an individual and a public employee (teacher) in the Clearfield County Vocational-Technical School, and she resides at 615 Park Avenue, Clearfield, PA 16830
2. Appellee is the Clearfield County Vocational-Technical School, a public school organized and existing under the laws of the Commonwealth of Pennsylvania which has its office or principal place of business at RR 1, Box 5, Clearfield, PA 16830.

3. At all times relevant hereto, Appellant Schell was a teacher, a full-time instructor in the Appellee's Practical Nursing Program. She had been so employed since April 3, 1989. The Appellee has operated its Practical Nursing/LPN Program for many years. Prior to the events leading up to this Local Agency proceeding, the Practical Nursing Program, a full-time adult program, operated with two (2) classes, employing two (2) full-time instructors and a coordinator or director.

4. By a letter from the Appellee dated February 15, 1999, Appellant was informed that she was going to be furloughed as a result of the restructuring of the LPN Program due to low student enrollment. It is agreed that Appellant is the least senior of the two (2) full-time Practical Nursing Instructors in the Appellee District.

5. The furlough of Appellant was pursuant to Section 1124.2 of the Public School Code, as amended, 24 P.S. Sec. 11-1124(2), as amended.

6. As a result of a job performance hearing, Appellee sought and was granted a sabbatical leave for medical reasons, effective March 1, 1999. The effect of this sabbatical leave was to defer the furlough of Appellee until the end of her medical sabbatical, September 24, 1999.

7. Prior to her return from sabbatical leave, Appellant was again advised of her furlough and of her right to a Local Agency Hearing before the Joint Operating Committee of Appellee. Appellant exercised her right and requested a hearing, which hearing was held before a committee of the Joint Operating Committee on November 3, 1999.

8. Following conclusion of the November 3, 1999 hearing and at the request of counsel for Appellant, the record was reopened and a second evidentiary hearing held on April 6, 2000, at which time both parties hereto provided additional testimony and documentary evidence. A stenographic record was made at both of the aforesaid hearings before the Joint Operating Committee.

9. Section 1124(2) of the Public School Code of 1949, as amended, 24 F.S. Section 11-1124(2), provides as follows:

“(2) Curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board of school directors, approved by the Department of Public Instruction, as a result of a substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Department of Public Instruction. . .”

10. Since the Appellee is operating a Licensed Practical Nursing Program, it is also subject to the State Board of Nursing Regulations. Paragraph 21.191, Faculty and staff complement. 49 Pa. Code §21.191, provides as follows:

“The minimum faculty and clerical personnel required in each program is as follows:

- (1) A full-time nurse director or nurse coordinator.
- (2) Full-time nursing instructors must be adequate in number to provide a maximum student-teacher ratio of 15 to 1 in the clinical area.
- (3) Additional instructors consistent with the size and needs of the programs.
- (4) Adequate secretarial assistance.”

11. Following the conclusion of the April 6, 2000 hearing, the parties were given leave to submit Memorandums of Law to the Hearing Officer. Ultimately, an adjudication of the Joint Operating Committee of Appellee was entered under date of December 6, 2000, which adjudication upheld the furlough of Appellant. A copy of the Adjudication of the Joint Operating Committee of Appellee is attached hereto, made a part hereof and marked as Exhibit “A”. Appellant believes and therefore avers that the Adjudication of the Appellee is erroneous, is null and void and is unenforceable for the following reasons:

- a) The Adjudication is in violation of and not in accordance with law.
- b) That the Findings of Fact are not supported by substantial evidence.
- c) The Conclusions of Law made by Appellee, and which are necessary to support the Adjudication are likewise not supported by substantial evidence and are contrary to law.
- d) The furlough of Appellant violated Section 1142.2 of the Public School Code as amended.
- e) The furlough of Appellant violated the State Board of Nursing Regulation applicable to Practical Nursing Program as set forth in Pa. Code Title 49, Chapter 21(b), Section 21.141 et seq.
- f) The procedure followed by Appellee and the furlough itself of Appellant was erroneous, arbitrary, capricious and discriminatory.
- g) The furlough of Appellant was not based upon the reasons asserted by Appellee but was an effort to remove Appellant because of her alleged physical disability or visual impairment.
- h) Appellee improperly removed information from Appellant's files relative to the issue of her competency, physical disability or visual impairment to the detriment of Appellant, said conduct being arbitrary, capricious and discriminatory.

12. Appellant hereby incorporates by reference herein the full records, including all exhibits and documentary evidence entered therein at the November 3, 1999 hearing and the April 6, 2000 hearing.

WHEREFORE, Appellant, Judith Schell, does pray this Honorable Court to reverse the Adjudication of the Appellee, Clearfield County Vocational-Technical School, acting by and through its Joint Operating Committee and to order and direct that the furlough of Appellant is illegal, null and void and unenforceable as being contrary to law, not supported by substantial evidence and was arbitrary, capricious and discriminatory and to further order that Appellant be reinstated, retroactive to the date of her furlough and that she be made whole for back salary, wages, all benefits, together with as provided by law and to be made whole for loss of seniority and otherwise.

Respectfully submitted,

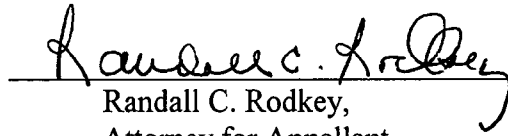


Randall C. Rodkey,
Attorney for Appellant
Suite 302, Richland Square III
1397 Eisenhower Boulevard
Johnstown, PA 15904
(814) 266-22444
Pa. Id. No. 05952

CERTIFICATE OF SERVICE

I hereby certify that on I am this ^{27th}~~22nd~~ day of December, 2000, serving a copy of the foregoing Appeal of Local Agency Adjudication on the following persons by U. S. First Class Mail, postage pre-paid:

Carl P. Beard, Esq.
Andrews and Wagner
3366 Lynwood Drive
P. O. Box 1311
Altoona, PA 16603


Randall C. Rodkey,
Attorney for Appellant

No.

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

JUDITH SCHELL,

Appellant

vs.

CLEARFIELD COUNTY
VOCATIONAL-TECHNICAL
SCHOOL,

Appellee

FILED

DEC 28 2000

019:50/NOCC

William A. Shaw
Prothonotary

City Rodkey Rd
8800

RANDALL C. RODKEY
ATTORNEY AT LAW
300 PENN TRAFFIC BUILDING
319 WASHINGTON STREET
JOHNSTOWN, PENNSYLVANIA 15901

JUDITH SCHELL
Appellant

V.

CLEARFIELD COUNTY VOCATIONAL
TECHNICAL SCHOOL,
Appellee

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1401-CD

Document being filed:
**ANSWER TO APPEAL OF LOCAL
AGENCY ADJUDICATION**

Filed on behalf of:
**Appellee, Clearfield County Vocational
Technical School**

Counsel for this Party:
**Carl P. Beard, Solicitor
P.A.I.D. No. 33479
Andrews Wagner & Beard
3366 Lynnwood Drive
Altoona, PA 16603
Phone: 814-943-3304**

FILED

JAN 16 2001

William A. Shaw
Prothonotary

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JUDITH SCHELL
Appellant

V.

CLEARFIELD COUNTY VOCATIONAL
TECHNICAL SCHOOL,
Appellee

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IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO.

ANSWER TO APPEAL OF LOCAL AGENCY ADJUDICATION

AND NOW COMES Clearfield County Vocational Technical School, Appellee, by and through its counsel, Carl P. Beard, Esquire of Andrews Wagner and Beard, and files its Answer to Appeal of Local Agency Adjudication as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted. By way of further answer, the furlough of Appellant was also in compliance with the applicable collective bargaining agreement.

6. Admitted in part and denied in part. It is denied that as a result of a job performance hearing, Appellant sought and was granted a sabbatical leave for medical reasons. It is admitted that the effective date of the Appellant's sabbatical leave was to defer the furlough of Appellant until the end of her medical sabbatical.

7. Admitted.

8. Admitted.

9. Admitted.

10. The averments of Paragraph 10 are conclusions of law to which no response is required. To the extent an answer is deemed necessary, the averments of Paragraph 10 are denied to the extent that Appellant is alleging and/or inferring Appellee's actions were erroneous, arbitrary and capricious, discriminatory and/or in violation of the law, to the contrary, Appellee's actions in furloughing the Appellant was proper and in compliance with the Public School Code, Collective Bargaining Agreement, and the State Board of Nursing Regulations.

11. Admitted in part, denied in part. It is admitted that following the conclusion of the April 6, 2000, hearing, the parties were given leave to submit Memorandums of Law to the Hearing Officer. It is also admitted that ultimately an Adjudication of the Joint Operating Committee of Appellee was entered under date of December 6, 2000, which adjudication upheld the furlough of Appellant. It is admitted that a copy of the Adjudication of Joint Operating Committee was attached to Appellee's Appeal of Local Agency Adjudication and made a part of the record and marked as Exhibit A. It is specifically denied that the Adjudication of the Appellee is erroneous and therefore null and void and unenforceable.

a) Denied. It is denied that the Adjudication is in violation of and not in accordance with law.

- b) Denied. To the contrary, the Findings of Fact outlined in the Adjudication are supported by substantial evidence.
- c) Denied. To the contrary, the Conclusions of Law outlined in the December 6, 2000, Adjudication are supported by substantial evidence of record and are not contrary to law.
- d) Denied as stated. To the contrary, the furlough of the Appellant was in compliance with 1124.2 of the Public School Code, as amended, along with all other applicable provisions of the Public School Code, the relevant provisions of the Collective Bargaining Agreement and the State Board of Nursing Regulations.
- e) Denied. To the contrary, the furlough of the Appellant did not violate the State Board of Nursing Regulations as set forth in Pa.Code Title 49, Chapter 21(b), Section 21.141, et seq.
- f) Denied. It is denied the procedure followed by Appellee and furlough of Appellant was erroneous, arbitrary, capricious and discriminatory. To the contrary, the procedure followed by the Appellee in the furlough of Appellant was supported by substantial evidence of record and in accordance with law and is just and proper in every manner.
- g) Denied. It is denied that the furlough of Appellant was an effort to remove her based on her physical disability or visual impairment. To the contrary, the furlough of Appellant was based on the reasons asserted by Appellee and in compliance with the Public School Code, relevant provisions of the

collective Bargaining Agreement and the State Board of Nursing Regulations.

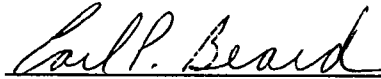
- h) Denied. The averments of Paragraph 11(h) are conclusions of law to which no response is required. To the extent an answer is deemed necessary, the averments of Paragraph 11(h) are denied to the extent that Appellant is alleging and/or inferring Appellee's actions were erroneous, arbitrary and capricious, discriminatory and/or in violation of the law, to the contrary, Appellee's actions in furloughing the Appellant was proper and in compliance with the Public School Code, Collective Bargaining Agreement, and the State Board of Nursing Regulations.

12. The averments of Paragraph 12 are a statement upon which the exhibits and documentary evidence from the hearing below will be presented to the Court in the instant appeal and as such, no response is required. To the extent a response is deemed necessary, this averment is specifically denied to the extent that it infers or otherwise implies that the Appellee's actions against Appellant were arbitrary, capricious, discriminatory, not supported by substantial evidence and not in accordance with law.

WHEREFORE, Appellee respectfully requests this Honorable Court to dismiss the Appeal of Local Agency Adjudication filed by the Appellant and uphold the Adjudication of the Joint Operating Committee of the Clearfield County Vocational Technical School.

Respectfully submitted:

ANDREWS WAGNER & BEARD

A handwritten signature in cursive script, reading "Carl P. Beard", is written over a horizontal line.

Carl P. Beard, Esquire
Pa.I.D. No. 33479
Attorney for Respondent
3366 Lynnwood Drive
Altoona, PA 16603
(814) 942-3304

Counsel for Appellee, Clearfield County
Vocational Technical School

JUDITH SCHELL
Appellant

V.

CLEARFIELD COUNTY VOCATIONAL :
TECHNICAL SCHOOL, :
Appellee :

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:

: NO.
:
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:

CERTIFICATE OF SERVICE

I do hereby certify that on this 15th day of January, 2001, I served the foregoing

Answer to Appeal of Local Agency Adjudication as follows:

Via Fax and U.S. Mail

Randall C. Rodkey, Esquire
Suite 302, Richland Square III
1397 Eisenhower Boulevard
Johnstown, PA 15904
(FAX NO. 814-266-0435)

ANDREWS WAGNER & BEARD



Carl P. Beard, Esquire
Pa.I.D. No. 33479
3366 Lynnwood Drive
Altoona, PA 16603
Phone: 814-942-3304

FILED

JAN 16 2001

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William A. Shaw

Prothonotary

[Signature]

JUDITH SCHELL
Appellant

v.

CLEARFIELD COUNTY VOCATIONAL
TECHNICAL SCHOOL,
Appellee

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1601-CD

ACCEPTANCE OF SERVICE

I, Randall C. Rodkey, Esquire, attorney for Appellant, do hereby acknowledge and accept service of Appellee's Answer to Local Agency Adjudication in the above-captioned matter on behalf of Appellant.

Date: 1-17-01


Randall C. Rodkey, Esquire
Suite 302, Richland Square III
1397 Eisenhower Boulevard
Johnstown, PA 15904
Phone: 814-266-2244

FILED

JAN 25 2001

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William A. Shaw

Prothonotary



(3)

JUDITH SCHELL
Appellant

V.

CLEARFIELD COUNTY VOCATIONAL :
TECHNICAL SCHOOL, :
Appellee :

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1601-CD

Document being filed:
**CERTIFICATE OF SECRETARY OF
CLEARFIELD COUNTY CAREER &
TECHNOLOGY CENTER TO THE COURT
OF COMMON PLEAS OF CLEARFIELD
COUNTY PENNSYLVANIA**

Filed on behalf of:
**Appellee, Clearfield County Vocational
Technical School**

Counsel for this Party:
**Carl P. Beard, Solicitor
PA.I.D. No. 33479
Andrews Wagner & Beard
3366 Lynnwood Drive
Altoona, PA 16603
Phone: 814-943-3304**

SEE ATTACHED FILING (UNDER SEPARATE COVER)

FILED

MAR 14 2001
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William A. Shaw
Prothonotary

#4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JUDITH SCHELL,

Appellant

v.

No. 00-1601-C.D.

CLEARFIELD COUNTY
VOCATIONAL-TECHNICAL
SCHOOL,

Appellee

FILED

JUL 30 2001

William A. Shaw
Prothonotary

OPINION AND ORDER

Appellant, Judith Schell (hereinafter "Appellant") comes before this Court having filed an appeal from an administrative Adjudication of the Clearfield County Vocational-Technical School (hereinafter "Appellee").

On February 8, 1999, the Joint Operating Committee of Appellee decided to make specific alterations and curtailments of its practical nursing program. One of those changes was the furlough of Appellant. The furlough was pursuant to Section 1124.2 of the Public School Code, as amended. On February 15, 1999, Appellee notified Appellant of the impending furlough.

Although there was no dispute that Appellant was timely notified (Exhibit 1, N.T.

Although there was no dispute that Appellant was timely notified (Exhibit 1, N.T. 11-3-99 at p. 39), Appellant requested a local agency hearing (Exhibit 1, A-14). In the intervening course of events, Appellant took a sabbatical leave from March 1, 1999 to September 28, 1999 (Exhibit 1, A-9, A-12).

Shortly thereafter, Appellant requested her position back despite prior notification of the impending furlough (Exhibit 1, A-12). Due to Appellant's request, two (2) hearings occurred, one on November 3, 1999 and the other on April 6, 2000.

The Joint Operating Committee entered an administrative Adjudication on December 6, 2000, finding in favor of the Appellee.

Thereafter, on or about December 22, 2000, Appellant appealed the Adjudication claiming that 1) an error of law occurred, 2) the findings of fact were not supported by substantial evidence, 3) the furlough was in violation of both the School Code and the State Board of Nursing regulations and 4) the furlough was a ruse to the fact that the decision to let her go was actually based on Appellant's allegedly having a "disability" or a "perceived disability".

Based upon the record before it, this Court affirms the administrative Adjudication.

Acting as the appellate court in this matter, this Court is required to abide by the standard of review as set forth by the Local Agency Law at 2 Pa. C.S.A. Section 754 (b).

In part, Section 754 (b) states:

"...after hearing the court shall affirm the adjudication unless it shall find that the adjudication is in violation of the Constitutional Rights of the Appellant, or is not in accordance with the law, or that the provisions of Subchapter B of Chapter 5 (relating to practice

and procedure of local agencies) have been violated in the proceedings before the agency, or that any finding of fact made by the Agency and necessary to support its adjudication is not supported by substantial evidence..."

2 Pa. C.S.A. Section 754 (b) (emphasis added).

Based upon the foregoing standard of review and a review of the Adjudication record, it is clear that the appeal must fail. Appellant failed to support any of her allegations by substantial evidence. Monaghan v. Board of School Directors of Reading School District, 152 Pa. Commonwealth Ct. 348, 618 A.2d 1239 (1992); Gabriel v. Trinity Area School District, 22 Pa. Commonwealth Ct. 620, 350 A.2d 203 (1976).

The record clearly shows that the furlough of Appellant occurred simply because of declining student enrollment in the practical nursing program and a necessity to reduce the yearly classes to one instead of two. Appellant admits on the record to the same. Appellant also admits that she had the least amount of seniority in the Department.

This Court would note that two (2) hearings were held in this matter at the lower level. In fact, the second hearing was held pursuant to the request of Appellant that the record be re-opened to present additional evidence. (Appellant's Brief at p.2). Thus, Appellant was afforded two (2) opportunities to raise and present evidence in support of her claim. Appellant failed.

Appellant avers that the furlough was in violation of both the School Code and the State Board of Nursing regulations. However, it is the opinion of the Court that when the Appellee's program is in compliance with state law (School Code and Nursing Board Regulations) it is the prerogative of the Appellee to determine how its educational programs and services shall be delivered (accord also 24 P.S. 1106). The record clearly

demonstrates that the Appellee's program was in full compliance with state law and that Appellee did not violate state law. If Appellant truly believed that the School's program was in violation of the Nursing Board Regulations as asserted, this Court is of the opinion that Appellant would have reported said violations. Appellant failed to do so. As a matter of fact, at Argument on July 16, 2001, the Court asked this question to Appellant, Appellant responded in the negative.

As to Appellant's discrimination claim, it is the opinion of this Court that Appellant waived her right to raise the issue on appeal.

Section 753 of the Local Agency law specifically states:

"...if a complete record of the proceedings before the agency was made such party may not raise upon appeal any other question not raised before the agency unless allowed by the Court upon cause shown"

2 Pa. C.S.A. Section 753

However, the record is void of any substantive evidence relating to any allegations of discrimination (See hearing transcript of April 6, 2000). Therefore, Appellant may not now raise that issue on appeal.

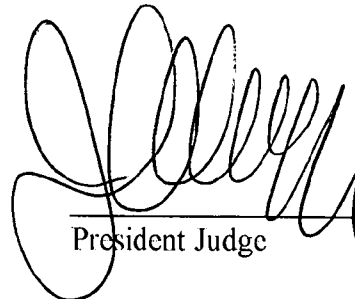
The record clearly supports that the furlough was legally and procedurally proper and had sound educational basis. Furthermore, the record is replete with substantial evidence that Appellee's actions were in no way arbitrary or capricious. Appellant failed to present or establish that the Appellee had insidious hidden motivations that initiated the furlough.

Thus, Appellant's appeal is dismissed and the decision of the Joint Operating Committee is affirmed.

Therefore, this Court enters the following:

ORDER

NOW, this 30th day of July 2001, following hearing into the above-captioned appeal from an administrative Adjudication from the Clearfield County Vocational Technical School, it is the ORDER of this Court that said appeal be and is hereby dismissed.



President Judge

FILED

3 CC

^{12:55}
JUL 30 2001

William A. Shaw
Prothonotary

1 - W. M. Kesell
1 - Atty Beard
1 - Atty Rodkey
WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JUDITH SCHELL,

Appellant

v.

CLEARFIELD COUNTY
VOCATIONAL-TECHNICAL
SCHOOL,

Appellee

NO. 00-1601-C.D.

NOTICE OF APPEAL

Notice is hereby given that Judith Schell, Appellant above named, hereby appeals to the Commonwealth Court of Pennsylvania from the order entered in this matter on the 30 day of July, 2001. This order has been entered in the docket as evidenced by the attached copy of the docket entry.

(S) Randall C. Rodkey
Randall C. Rodkey, Esq.

Suite 202 Richland Square III
1397 Eisenhower Boulevard
Johnstown, PA. 15904

FILED

AUG 24 2001

William A. Shaw
Notary

(16)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

JUDITH SCHELL,

Plaintiff

vs.

No. 00-1601-C.D.

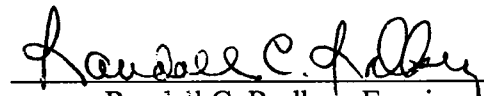
CLEARFIELD COUNTY
VOCATIONAL-TECHNICAL SCHOOL,

Defendants

CERTIFICATE OF SERVICE

AND NOW, this 23rd day of August, 2001, I hereby certify a copy of the foregoing Notice of Appeal was mailed first-class postage- prepaid to the following:

Carl P. Beard, Esquire
Andrews, Wagner & Beard
3366 Lynnwood Drive
P.O. Box 1311
Altoona, PA 16603


Randal C. Rodkey, Esquire
Attorney for Plaintiff

FILED

AUG 24 2001

William A. Shaw
Notary

FILED

AUG 24 2001

M. J. Blech, Rodley
William A. Shaw
Prothonotary

Pd# 45.00

+ CC 55.00 to Com. Ct.
1cc w/ check to Com. Ct.

Date: 08/24/2001

Time: 02:30 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

User: JKENDRICK

Case: 2000-01601-CD

Current Judge: John K. Reilly Jr.

Judith Schell vs. Clearfield County Vocational Technical School

Civil Other

(08/24/01)

Date		Judge
12/28/2000	Filing: Appeal of Local Agency Adjudication Paid by: Randall Rodkey, Esquire Receipt number: 1815710 Dated: 12/28/2000 Amount: \$80.00 (Check) No Certified Copies	No Judge
01/16/2001	Answer to Appeal of Local Agency Adjudication. filed by s/Carl P. Beard, Esq. no cc	No Judge
01/25/2001	Acceptance of Service, Appellee's Answer to Local Agency Adjudication. s/Randall C. Rodkey, Esq. no cc	No Judge
03/14/2001	Certificate of Secretary of Clearfield County Career & Technology Center to the Court of Common Pleas of Clearfield County Pennsylvania. Filed by Atty Carl P. Beard, Solicitor. No cc.	No Judge
07/30/2001	OPINION AND ORDER, NOW, this 30th day of July, 2001, re: Hearing on appeal from administrative Adjudication from the Clearfield County Vocational Technical School, it is the ORDER of this Court that said appeal be and is hereby DISMISSED. by the Court, s/JKR,JR., P.J. 1 cc atty W. Mikesell, Beard, and Rodkey	John K. Reilly Jr.
08/24/2001	Filing: Appeal to High Court Paid by: Rodkey, Randall C. (attorney for Schell, Judith) Receipt number: 1830293 Dated: 08/24/2001 Amount: \$45.00 (Check)	John K. Reilly Jr.
	Filing: Overage Paid by: Rodkey, Randall C. (attorney for Schell, Judith) Receipt number: 1830293 Dated: 08/24/2001 Amount: \$.25 (Check)	John K. Reilly Jr.

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Judith Schell,

Appellant

v.

Clearfield County Vocational-Technical
School

:
:
:
:
:
:
:

00-1601-C2

No. 2018 C.D. 2001

ORDER

Now, August 30, 2001, appellant having filed a notice of appeal that does not indicate service on the trial judge, appellant is hereby ordered to serve the trial judge and file an amended certificate of service indicating that service on the trial judge has been completed within fourteen (14) days of the date of this order or the above captioned appeal will be dismissed as of course.


J.

Certified from the Record
AUG 31 2001
and Order Exit

FILED

012:01:41
SEP 06 2001

William A. Shaw
Prothonotary

JUDITH SCHELL
Appellant

V.

CLEARFIELD COUNTY VOCATIONAL
TECHNICAL SCHOOL,
Appellee

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1601-CD

Document being filed:

**CERTIFICATE OF SECRETARY OF
CLEARFIELD COUNTY CAREER &
TECHNOLOGY CENTER TO THE COURT
OF COMMON PLEAS OF CLEARFIELD
COUNTY PENNSYLVANIA**

Filed on behalf of:

**Appellee, Clearfield County Vocational
Technical School**

Counsel for this Party:

Carl P. Beard, Solicitor

PA.I.D. No. 33479

Andrews Wagner & Beard

3366 Lynnwood Drive

Altoona, PA 16603

Phone: 814-943-3304

FILED

MAR 14 2001
m11:23/no cc
William A. Shaw
Prothonotary

14

JUDITH SCHELL
Appellant

V.

CLEARFIELD COUNTY VOCATIONAL :
TECHNICAL SCHOOL, :
Appellee :

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1601-CD

CERTIFICATE OF SERVICE

I do hereby certify that on this 13th day of March, 2001, I served the foregoing

Certificate of Secretary of Clearfield County Career & Technology Center as follows:

U.S. Mail

Randall C. Rodkey, Esquire
Suite 302, Richland Square III
1397 Eisenhower Boulevard
Johnstown, PA 15904

ANDREWS WAGNER & BEARD



Carl P. Beard, Esquire
Pa.I.D. No. 33479
3366 Lynnwood Drive
Altoona, PA 16603
Phone: 814-942-3304



clearfield county career & technology center

**CERTIFICATE OF SECRETARY
OF CLEARFIELD COUNTY CAREER & TECHNOLOGY CENTER
TO THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY PENNSYLVANIA**

I, Ronda J. Wisor, do hereby certify that I am the duly authorized Secretary of the Clearfield County Career & Technology Center, charged with keeping the records, and that the attached are true and accurate copies of records of the Joint Operating Committee.

1. Transcripts (with attached exhibits) of hearings held before the Joint Operating committee on the following dates:

November 3, 1999

April 6, 2000 (with exhibits)

- A-1 12/14/98 Memorandum from PN Coordinator to Joint Operating Committee regarding Enrollment Decline
- A-2 12/29/98 Correspondence from Executive Director to Judith Schell regarding change in hours and/or position
- A-3 2/2/99 Enrollment Data
- A-4(a) Minutes of 2/8/99 JOC meeting
- A-4(b) March 1999-2000 recommendations of Executive Director to Joint Operating Committee
- A-4(c) 49 Section 21.221 of State Board of Nursing Standards
- A-5 2/8/99 Minutes of JOC meeting
- A-6 2/15/99 Correspondence from Executive Director to Judith Schell advising of furlough
- A-7 3/2/99 Correspondence from Executive Director to Marion Gray, Office of School Services, PDE requesting approval of change in Adult Education Practical Nursing Program
- A-8 3/16/99 Correspondence from Marion Gray to Executive Director approving program change
- A-9 5/20/99 Correspondence from PN Coordinator to Judith Schell confirming granting of medical sabbatical leave
- A-10 6/30/99 Correspondence from Superintendent of Record to

- Judith Schell confirming change in position due to lack of enrollment
- A-11 8/9/99 Correspondence from Executive Director to Judith Schell regarding information on program
 - A-12 9/9/99 Correspondence from Judith Schell to Executive Director regarding intent to return to work on 9/29/99
 - A-13 9/14/99 Correspondence from Executive Director to Judith Schell confirming furlough and entitlement to hearing on same
 - A-14 9/20/99 Correspondence from Judith Schell to Executive Director confirming desire for local agency hearing
 - A-15 9/21/99 Correspondence from Randall Rodkey to Carl Beard confirming request for Local Agency hearing
 - A-16 Bristol Township School District v. Karafin, 498 A.2d 824, 598 Pa. 409 (Pa. 1985)
 - A-17 Basic Education Circular 24 P.S. 11-1124 Alteration and/or Curtailment of Programs
 - A-18 PN Program Proposal for 1 Class/Year
 - A-19 3/10/99 Correspondence from PN Coordinator to Executive Secretary of Pennsylvania State Board of Nursing regarding proposal to revise to one class per year
 - A-20 3/17/99 Correspondence from Nursing Education Advisor of State Board of Nursing approving revision to program
 - A-21 4/26/99 Correspondence from National League for Nursing Accrediting Commission to PN Coordinator confirming approval to change program to 1 class per year
 - A-22 Enrollment figures for area Schools in nursing programs
 - A-23 Collective Bargaining Agreement 7/1992 through 6/1997
 - A-24 Collective Bargaining Agreement 7/1999 through 6/2003
 - A-25 Practical Nursing Program Job Description Practical Nursing Coordinator
 - A-26 Practical Nursing Program Survey 2/23/2000
 - S-1 Elsie Reichart Current Level II Teaching Schedule 1999-2000 Class
 - S-2 Class Syllabus 1995-1998
 - S-3 Current Class Syllabus 1999-2000
 - S-4 Weekly Class Schedule PNP Program 1999 -2000 Level I
 - S-5 Weekly Class Schedule PNP Program 1999-2000 Level II
 - S-6 Weekly Class Schedule PNP Program 1999-2000 Level III
 - S-7 5/18/98 Faculty Performance Evaluation of Judith Schell
 - S-8 5/18/98 Faculty Performance Evaluation of Judith Schell
 - S-9 3/17/2000 Documents missing from personnel file of Judith Schell as sent to Joseph Colavecchi by Carl Beard

J-1 Pennsylvania Code Title 49 Professional and Vocational
Standards, Chapter 21, State Board of Nursing

2. Brief of Clearfield County Career & Technology Center
3. Brief of Association on behalf of Judith Schell
4. Minutes of Board meeting of December 6, 2000
5. December 6, 2000, Adjudication
6. December 7, 2000, Correspondence to Mrs. Schell forwarding
Adjudication (with certified mail receipt)

Witness my hand as Secretary, and the seal of this organization, this 7th day
of March 2001.

Ronda J. Wisor, Secretary
Ronda J. Wisor, Secretary
SEAL

Sworn to before me this 7th
day of March, 2001.

Notary Public



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

* * * * *

CLEARFIELD COUNTY *

VOCATIONAL TECHNICAL*

SCHOOL and JUDITH *

SHELL *

COPY

* * * * *

AGENCY HEARING TRANSCRIPT

* * * * *

Before: STEPHEN S. RUSSELL,

HEARING OFFICER

Location: Clearfield County

Vocational Technical

School

Rural Route #1, Box 5,

River Road, Room 207

Clearfield, PA 16830

Hearing: November 3, 1999

10:07 a.m.

Witnesses: TERRY E. HORTON

ELSIE V. REICHART

* * * * *

REPORTER: JENNIFER D. CRAWFORD

Any reproduction of this transcript

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by the certifying agency.

A P P E A R A N C E S

1
2
3 CARL P. BEARD, JR., ESQUIRE
4 Andrews, Wagner & Beard
5 P.O. Box 1311
6 3366 Lynnwood Drive
7 Altoona, PA 16603
8 COUNSEL FOR ADMINISTRATION,
9 CLEARFIELD COUNTY VO-TECH
10
11 RANDALL C. RODKEY, ESQUIRE
12 300 Penn Traffic Building
13 319 Washington Street
14 Johnstown, PA 15901
15 COUNSEL FOR JUDITH SCHELL
16
17 ALSO PRESENT: CYNTHIA FRANCISCO,
18 West Branch School
19 District, Joint
20 Operating Committee
21 Board Member
22
23 CLINTON GIBBS,
24 PSEA Uniserv
25 Representative

I N D E X

1
2
3 DISCUSSION AMONG PARTIES 5 - 15
4 WITNESS: Terry E. Borton
5 DIRECT EXAMINATION
6 By Attorney Beard 15 - 43
7 CROSS EXAMINATION
8 By Attorney Rodkey 43 - 47
9 WITNESS: Elsie V. Reichart
10 DIRECT EXAMINATION
11 By Attorney Beard 49 - 80
12 CROSS EXAMINATION
13 By Attorney Rodkey 80 - 95
14 REDIRECT EXAMINATION
15 By Attorney Beard 95 - 102
16 RECROSS EXAMINATION
17 By Attorney Rodkey 102 - 103
18 DISCUSSION AMONG PARTIES 103 - 111
19 CERTIFICATE 112
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E X H I B I T S

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NONE ATTACHED

P R O C E E D I N G S

1
2 -----
3 HEARING OFFICER:
4 Good morning. My name
5 is Stephen Russell. I am an
6 attorney with the law firm of
7 Stock and Leader in York,
8 Pennsylvania, and I'll be
9 presiding at this hearing on
10 behalf of the Joint Operating
11 Committee of the Clearfield
12 County Vocational Technical
13 School. I would like the
14 committee member present this
15 morning and the Counsel for
16 their respective parties to
17 introduce themselves on the
18 record, if they would,
19 please.
20 MS. FRANCISCO:
21 Cynthia Francisko, I
22 represent West Branch School
23 District and sit on the Joint
24 Operating Committee.
25 HEARING OFFICER:

1 Mr. Beard?
 2 ATTORNEY BEARD:
 3 Carl Beard, B-E-A-R-D,
 4 the law firm of Andrews,
 5 Wagner & Beard, Post Office
 6 Box 1311, Altoona, PA, 16603,
 7 solicitor for the Clearfield
 8 County Vocational Technical
 9 School. And I'm representing
 10 the Administration in --- I
 11 guess you'd want to call it a
 12 presentation of the
 13 prosecution of this
 14 particular matter that's
 15 before the tribunal.
 16 ATTORNEY RANDALL:
 17 Randall,
 18 R-A-N-D-A-L-L, C. Rodkey, 300
 19 Penn Traffic Building,
 20 Johnstown, representing Mrs.
 21 Judith Schell. With me is
 22 Clinton Gibbs, PSEA UniServ
 23 representative.
 24 HEARING OFFICER:
 25 Mr. Beard?

1 ATTORNEY BEARD:
 2 As you know, Mr.
 3 Russell, as you pointed out,
 4 this is a local agency
 5 proceeding. This does not
 6 fall under the purview of a
 7 discharge case or a demotion.
 8 It is a furlough case that is
 9 before you and the Joint
 10 Operating Committee.
 11 In a nutshell, this
 12 case involves Mrs. Judith S.
 13 Schell, who is an instructor
 14 in the practical nursing
 15 program here at the
 16 Vocational Technical School.
 17 She has been here for a while
 18 teaching in the program. As
 19 you probably are aware, the
 20 public school code allows
 21 school entities on a
 22 reoccurring basis to look at
 23 its program and staffing,
 24 student enrollments to make a
 25 decision as to its overall

1 efficiency.
 2 In this particular
 3 case, the coordinator of the
 4 program in conjunction with
 5 the executive director at the
 6 time had occasion to look at
 7 the practical nursing
 8 program. And they had
 9 collected data and studied
 10 the issue, had even discussed
 11 it with the Joint Operating
 12 Committee and made a
 13 recommendation based on the
 14 information that they had and
 15 the studies that they had
 16 undertaken. When I say
 17 studies, information was
 18 gathered and proposed certain
 19 changes in the practical
 20 nursing program, whereby they
 21 went from two classes a year
 22 to one class a year.
 23 As a result of this, a
 24 motion was passed by the
 25 Joint Operating Committee

1 back on February the 8th,
 2 1999, making certain
 3 alterations, curtailments in
 4 the educational program that
 5 resulted in several personnel
 6 changes, one of which
 7 involved the furlough and/or
 8 elimination of the position.
 9 of the practical nursing
 10 program and to wit that
 11 position was occupied by
 12 Judith Schell, who will
 13 demonstrate through the
 14 evidence of testimony of
 15 record that the necessary
 16 improvements were secured
 17 from the Department of
 18 Education.
 19 Mrs. Schell was
 20 properly notified of the
 21 action. The reason we're
 22 here today and not earlier is
 23 that Mrs. Schell did request
 24 and take a sabbatical leave
 25 of absence for restoration of

1 health.
 2 And as you are aware,
 3 based on the case in the
 4 Commonwealth of Pennsylvania
 5 under Carafin (phonetic)
 6 versus --- The Township
 7 versus Carafin, technically a
 8 furlough action does not
 9 become effective until after
 10 the sabbatical leave of
 11 absence. In this particular
 12 case there was a request for
 13 a postponement or holding the
 14 case in obedience until some
 15 future point in time.
 16 Mrs. Schell indicated
 17 a desire to return to the
 18 work setting somewhere around
 19 September the 29th, and she
 20 was notified that there was
 21 no spot available for her.
 22 And as such, we are here at
 23 this local agency proceeding
 24 to provide evidence and
 25 testimony as to what the

1 But I think Carl's
 2 summary sufficiently and
 3 accurately outlines by
 4 review.
 5 OFF RECORD DISCUSSION
 6 HEARING OFFICER:
 7 Present witnesses?
 8 ATTORNEY BEARD:
 9 Well, prior to the
 10 hearing I did have occasion
 11 to share with Attorney Rodkey
 12 some of the documents that we
 13 would be planning to
 14 introduce today. I realize
 15 that some of them may not be
 16 able to be joint exhibits.
 17 But I did do that in an
 18 effort to save some time. I
 19 have copies of those
 20 documents. I'd be willing to
 21 present you with a copy of
 22 those documents.
 23 Quite honestly,
 24 alternately it's going to
 25 boil down to relevant

1 administration believes to be
 2 a proper personnel action.
 3 HEARING OFFICER:
 4 Is this a daytime
 5 program or evening?
 6 MS. FRANCISCO:
 7 Evening.
 8 HEARING OFFICER:
 9 Okay. Do you want to
 10 make an opening now, or ---?
 11 ATTORNEY RODKEY:
 12 I don't believe so,
 13 Mr. Russell. Mr. Beard has
 14 correctly outlined the case.
 15 Mrs. Schell is availing
 16 herself of her rights under
 17 the Local Agency Act to make
 18 sure, in fact, that all
 19 necessary steps, approvals
 20 and so forth were followed
 21 and to have that looked at in
 22 a judicial setting.
 23 HEARING OFFICER:
 24 All right.
 25 ATTORNEY RODKEY:

1 testimony and legal arguments
 2 at some point down the line
 3 as to the sufficiency of each
 4 and every document that's
 5 introduced.
 6 HEARING OFFICER:
 7 Okay. If you have a
 8 joint, it's fine.
 9 ATTORNEY BEARD:
 10 Well, I don't believe
 11 he's going to agree.
 12 ATTORNEY RODKEY:
 13 Assuming he introduces
 14 what he had FAXed to me
 15 yesterday, I won't object to
 16 any of them based on
 17 authenticity or
 18 admissibility.
 19 HEARING OFFICER:
 20 All right.
 21 ATTORNEY RODKEY:
 22 Since he's introducing
 23 them, they can be his
 24 exhibits. But we will not
 25 object from an admissibility

1 standpoint with the
 2 stipulation that we're making
 3 no agreement as to the legal
 4 effect of any particular
 5 exhibit.
 6 HEARING OFFICER:
 7 I understand. We
 8 learn as we age that it's not
 9 always wise to put our
 10 numbers in because somebody
 11 always tries to mess them up.
 12 OFF RECORD DISCUSSION
 13 ATTORNEY BEARD:
 14 If there are any other
 15 exhibits, naturally I will
 16 introduced them through the
 17 respective witnesses.
 18 HEARING OFFICER:
 19 That's fine.
 20 ATTORNEY BEARD:
 21 And as far as
 22 placement, Mr. Russell, of
 23 the witness?
 24 HEARING OFFICER:
 25 It's up to the

1 stenographer, really. Do you
 2 think you'll be able to hear
 3 from ---?
 4 ATTORNEY BEARD:
 5 Can you hear them from
 6 where they're going to be
 7 sitting?
 8 COURT REPORTER:
 9 Yes.
 10 ATTORNEY BEARD:
 11 Are you ready to
 12 proceed?
 13 HEARING OFFICER:
 14 Go ahead.
 15 ATTORNEY BEARD:
 16 As the
 17 administration's first
 18 witness, I would like to call
 19 Mr. Terry Horton.
 20 TERRY E. HORTON, CALLED AND SWORN TO
 21 TESTIFY
 22 DIRECT EXAMINATION
 23 BY ATTORNEY BEARD:
 24 Q. Mr. Horton, could you state
 25 your full legal name for the record,

1 please?
 2 A. Terry E. Horton.
 3 Q. At this point in time, by
 4 whom are you employed?
 5 A. I am happily retired.
 6 Q. When did you retire?
 7 A. Officially June 29th, 1999.
 8 Q. Where did you retire from?
 9 A. Clearfield County Vocational
 10 Technical School.
 11 Q. What was your position at the
 12 school?
 13 A. Executive director.
 14 Q. How long were you the
 15 executive director here at the
 16 school?
 17 A. Twelve (12) years.
 18 Q. How long have you been in
 19 education overall?
 20 A. Thirty-one (31) and a half.
 21 Q. Prior to the 12 years spent
 22 here at the vo-tech what, if
 23 anything, was your role in
 24 education?
 25 A. After graduating from

1 college, I taught 14 and a half
 2 years and ran a co-op program at
 3 Troy Area School District. And I
 4 then moved to Bradford County, AVTS
 5 in Towanda, Pennsylvania then served
 6 as assistant director there for five
 7 years.
 8 Q. Now, when you were here at
 9 the vo-tech as the director, what
 10 were your duties and
 11 responsibilities?
 12 A. To oversee all secondary and
 13 adult programs, report to the
 14 Professional Advisory Committee and
 15 also to the Joint Operating
 16 Committee.
 17 Q. Now, when you say adult and
 18 secondary programs, are you familiar
 19 with the matter that's before this
 20 tribunal?
 21 A. Yes, I am.
 22 Q. You're aware that it involves
 23 the practical nursing program here
 24 at the school?
 25 A. Yes, I am.

1 Q. You indicated that you
2 oversee the adult program and the
3 secondary program. Where does the
4 practical nursing program come in?

5 A. That is a full-time adult
6 program. It is approved by the
7 League of Nursing, State Board of
8 Nursing, and also through the
9 Department of Education.

10 Q. During your tenure, was there
11 a PR program during your whole
12 tenure here as director?

13 A. Yes.

14 Q. How long has there been a
15 practical nursing program?

16 A. I'm not sure of the date. It
17 officially began, but in my tenure
18 it was full time. It had been here
19 several years prior to my coming.

20 Q. As far as the programs here
21 that are here operating at this
22 school, did you ever have occasion
23 to look at them as it relates from a
24 program standpoint?

25 A. Yes. The responsibilities of

1 the director in the adult programs,
2 part-time programs and that, we have
3 a coordinator. Also, there's a
4 coordinator supervisor of the PN
5 program. And that person I would
6 meet with. That person would keep
7 me abreast of the program, pro-con I
8 would then again as part of the
9 duties, report to the Professional
10 Advisory Committee and the Joint
11 Operating Committee.

12 Q. During the 1998-'99 school
13 year, did you have occasion or to
14 look at the practical nursing
15 program here at the school?

16 A. Yes, we did.

17 BY ATTORNEY BEARD:

18 Q. Do you have a copy of the
19 exhibits that have been handed to
20 the Hearing Officer as well as
21 opposing Counsel and the Joint
22 Committee member?

23 A. Yes.

24 Q. Looking at Administration
25 One, are you familiar with that

1 document?

2 A. Yes. This is a document that
3 Mrs. Reichart and I --- we had
4 discussed this prior to her
5 developing this document. She had
6 reported to me the declining
7 enrollments. Also, the concern of
8 number of applicants. And again, I
9 conveyed this message to the
10 Professional Advisory Committee and
11 also to the Joint Operating
12 Committee.

13 Q. Now, when you were here as
14 director, did you have occasion to
15 be involved with the --- I guess the
16 administration of the collective
17 bargaining agreement here at the vo-
18 tech?

19 A. Yes.

20 Q. What is your understanding
21 relative to if there is going to be
22 any type of, for lack of better ---
23 alteration or curtailment or
24 downsizing where somebody's job
25 could be affected? Were there any

1 affirmative duties placed upon you
2 as director?

3 A. Yes. According to the
4 professional contract, it appears
5 that if a professional staff
6 member's job is going to be altered
7 in any way, whether it's going from
8 part time to full time, full time to
9 part time or a furlough situation
10 that the employee must receive in
11 writing. I believe it's 60 days
12 prior to any change in job duties
13 they must receive those changes in
14 writing.

15 Q. Now, did you ever have
16 occasion to correspond with Mrs.
17 Schell regarding what was being
18 contemplated here at the Vocational
19 Technical School?

20 A. Yes.

21 Q. You have a copy of A-2 in
22 front of you?

23 HEARING OFFICER:

24 Unless I hear to the

25 contrary, I'm assuming

1 your numbers go right down
2 the file here?

3 ATTORNEY BEARD:

4 Yes.

5 HEARING OFFICER:

6 Okay.

7 BY ATTORNEY BEARD:

8 A. Is that the letter dated
9 December 29?

10 A. Yes. This is my letter to
11 Mrs. Schell as per our contract,
12 which deals with the change of
13 employment.

14 Q. Now, as you were going
15 through this process, did either you
16 or Elsie Reichart have occasion to
17 gather enrollment information for
18 the Joint Operating Committee?

19 A. Yes. Mrs. Reichart and I had
20 discussed it, and I believe --- I
21 don't know if it's a monthly basis
22 or every couple of months the PN
23 coordinators do have meetings. They
24 do keep in contact with each other.

25 And Mrs. Reichart, we asked

1 Q. Would you identify it for the
2 record, what it is?

3 A. This is what Elsie had
4 presented to me in her research of
5 past classes, the number started and
6 then the number that had graduated.

7 And it may be important to
8 know that prior to Mrs. Reichart
9 coming, this was also a concern of
10 Mrs. Tubbs, who was the previous
11 coordinator. She and I also had had
12 discussions. Mrs. Tubbs was
13 concerned with the number of
14 applicants that we were receiving,
15 the quality of students and possibly
16 any changes that we make to the PN
17 program.

18 Q. Now, as far as all this
19 information that you were talking
20 about that you had received, did you
21 have occasion to speak with Elsie
22 Reichart in regard to all the
23 information that was gathered?

24 A. Yes, yes. As she gathered
25 the information, we would sit down,

1 her to do the research on how other
2 schools in the programs were going,
3 because I know myself as I would
4 attend regional and state director
5 meetings that this is --- probably
6 three to four years had been a topic
7 of discussion, informal discussion.
8 Many directors were concerned with
9 declining enrollments and number of
10 applicants for PN programs. So Mrs.
11 Reichart did a tabulation of
12 surrounding vo-techs and their
13 enrollments.

14 Q. Did she do any enrollments
15 for here at the school district?

16 A. Yes. Yes, she did past and
17 present enrollments here at the vo-
18 tech also.

19 Q. Do you have a copy of A-3 in
20 front of you there?

21 A. Yes.

22 Q. Can I ask you to look at
23 that? Are you familiar with that
24 document?

25 A. Yes, I am.

1 review it. She would report to me
2 her findings.

3 Q. What, if anything, did both
4 of you conclude as a result of all
5 the information that you had
6 discussed and gathered?

7 A. Well, that we had a situation
8 with declining applicants, declining
9 enrollments, that there would have
10 to be some type of change in the PN
11 program in order for it to continue.

12 Q. Did you ever put together any
13 type of recommendations to be
14 presented to the Joint Operating
15 Committee?

16 A. Yes. A recommendation was
17 put together. Again, the
18 Professional Advisory Committee
19 reviewed the records from time to
20 time. And then I put together a
21 recommendation with their advice
22 that went before the Joint Operating
23 Committee.

24 BY ATTORNEY BEARD:

25 Q. Mr. Horton, I'm going to hand

1 you a --- just these were made
2 reference to here for the Hearing
3 Officer, they may just go out of
4 sequence by the number, what is
5 marked as A-4, two pages, and ask
6 you if you are familiar with those
7 documents.

8 HEARING OFFICER:
9 Tell us what it is if
10 you're ---.

11 ATTORNEY BEARD:
12 It's two pages, two
13 pages entitled

14 recommendations with an
15 excerpt out of the ---.

16 HEARING OFFICER:
17 Board minutes?

18 ATTORNEY BEARD:
19 No. It's the two

20 pages after the Committee
21 minutes. See, it says

22 recommendations of the
23 director, and it says two

24 pages. It says March

25 1999-2000 at the top. And

1 page is a State Board of
2 Nursing regulation?

3 ATTORNEY BEARD:

4 Yes.

5 HEARING OFFICER:

6 That's A-4.

7 ATTORNEY RODKEY:

8 So I'm clear, Carl,

9 page one is the agenda for

10 the February 8th meeting?

11 ATTORNEY BEARD:

12 No.

13 ATTORNEY RODKEY:

14 No?

15 HEARING OFFICER:

16 It's this caption,

17 March '99-2000 at the top.

18 ATTORNEY RODKEY:

19 Okay, that's page one.

20 HEARING OFFICER:

21 The second page is a

22 page from the State Board of

23 Nursing regulations 49 PA

24 Code 21.221.

25 ATTORNEY BEARD:

1 then there's an attachment
2 from the Pennsylvania Code.

3 ATTORNEY RODKEY:

4 That's Number Four,
5 Carl?

6 ATTORNEY BEARD:

7 Yes.

8 ATTORNEY RODKEY:

9 That's a three page

10 thing?

11 ATTORNEY BEARD:

12 Two pages.

13 HEARING OFFICER:

14 These two?

15 ATTORNEY BEARD:

16 Yes.

17 HEARING OFFICER:

18 Two pages are one

19 exhibit; is that correct?

20 ATTORNEY BEARD:

21 Yes.

22 HEARING OFFICER:

23 So you have that. The

24 first page is the caption

25 March 1999-2000. The second

1 It's all going to be

2 A-4, Randall. It's just that

3 one should have been above

4 the other, that's all.

5 ATTORNEY RODKEY:

6 Fine, no problem.

7 ATTORNEY BEARD:

8 But you're correct,

9 the other one is an agenda

10 item for the 2/8/99 meeting.

11 BY ATTORNEY BEARD:

12 Q. Mr. Horton, are you familiar

13 with those two pages marked as part

14 of A-4?

15 A. Yes, I am.

16 Q. Can you identify for the

17 record what those are?

18 A. This is the recommendation

19 that I took before the Joint

20 Operating Committee. And it's

21 entitled March 1999-2000. That is

22 when the recommendation was to begin

23 this in March of 1999. I don't have

24 to read it you.

25 Because of ten applicants,

1 the declining enrollments, we were
 2 recommending --- and again, there
 3 are five recommendations. Because
 4 of going to one class a year we
 5 would not need two full-time
 6 instructors. Because financial aid
 7 we wouldn't have to process
 8 financial aid twice a year.
 9 Therefore, some of the hours of the
 10 coordinator, financial aid secretary
 11 and also the student intern.
 12 secretary because of the lack of
 13 forms that needed to be filed for
 14 financial aid, we would not need as
 15 many hours. So this was the
 16 recommendation that was presented to
 17 the Joint Operating Committee.
 18 Along with that, the second
 19 page, and again, it's from the regs
 20 in the State Board of Nursing. And
 21 they have recommended, if you look
 22 down under the headline about midway
 23 down where it says students, if you
 24 look down to B. And that's where
 25 the --- even the State Board for

1 years has recommended one class a
 2 year. So this was information that
 3 was presented to the Joint Operating
 4 Committee.
 5 Q. Did you have occasion to put
 6 this in a formal proposal and make
 7 it part of an agenda for the Joint
 8 Operating's consideration?
 9 A. Yes.
 10 Q. I'm handing you which is the
 11 third page of A-4 and ask you if you
 12 can identify that item?
 13 A. This was my recommendation
 14 before the Joint Operating Committee
 15 in restructuring of the practical
 16 nursing program.
 17 Q. Now, as far as this, is it
 18 safe to categorize this as an agenda
 19 item?
 20 A. Yes.
 21 Q. Where was this presented to
 22 the Joint Operating Committee?
 23 A. At their February 18th
 24 meeting.
 25 Q. How do they do the meetings

1 here at the vo-tech? Was it a
 2 regular meeting or how do they
 3 operate?
 4 A. We begin the meeting with a
 5 work session. Upon completion of
 6 the work session, we enter in to the
 7 formal meeting. At the work session
 8 financial records, et cetera,
 9 everything is reviewed by the
 10 operating committee, along with the
 11 agenda items. Questions are usually
 12 answered at the work session
 13 concerning any of the agenda items.
 14 Q. This was presented at the
 15 work committee session?
 16 A. Yes. The operating
 17 committee, they receive their packet
 18 typically Friday or Saturday before
 19 the Monday meeting, which gives them
 20 the weekend and time to review the
 21 entire packet in case they should
 22 have any questions.
 23 Q. Subsequently, the actual
 24 regular meeting of the Joint
 25 Operating Committee may have

1 occasion to act on your
 2 recommendation?
 3 A. Yes, they did.
 4 Q. Do you know whether they
 5 accepted it or rejected it?
 6 A. They accepted it. They had a
 7 lot of discussion. The Joint
 8 Operating Committee, as we had
 9 discussed the program over the years
 10 at several meetings, the operating
 11 committee is very proud of the PN
 12 program. And they hated to see
 13 anything happen to the
 14 program.
 15 Q. I'm going to hand you a
 16 two-page document that has been
 17 marked as A-5. I'd ask you to take
 18 a look at it and let me know if you
 19 can --- if you recognize that
 20 document.
 21 A. This is the minutes, probably
 22 the February 8th meeting at which
 23 time the Operating Committee
 24 approved the recommendation for the
 25 restructuring of the practical

1 nursing program.
 2 Q. They approved that
 3 recommendation?
 4 A. Yes, they did.
 5 Q. Besides approving it, did
 6 they actually undertake any other
 7 actions besides just approving your
 8 recommendation?
 9 A. Yes. They also asked me to
 10 take care of the necessary
 11 paperwork, documentation, to conform
 12 to the agenda item as approved.
 13 Q. Did you have occasion to
 14 notify Mrs. Schell of the Joint
 15 Operating's action?
 16 A. Yes, I did.
 17 Q. I'm handing you what has been
 18 marked as A-6 and ask if you could
 19 take a look at the document and let
 20 me know when you're finished.
 21 **WITNESS REVIEWS SAME**
 22 A. Yeah. This is my letter to
 23 Mrs. Schell documenting the action
 24 taken by the Joint Operating
 25 Committee and also her rights.

1 correspondence back from the
 2 department proving the request to
 3 proceed as the outline?
 4 A. Yes.
 5 Q. I'm going to hand you what
 6 has been marked as A-8 and ask you
 7 if you can identify that
 8 document?
 9 A. Yes. This is Mrs. Gray's
 10 response to my letter stating that
 11 we did meet approval for the
 12 alteration of the program.
 13 Q. Now, Mr. Horton, while you
 14 were here, when was your last day
 15 with the vo-tech?
 16 A. My actual last day was --- I
 17 believe it was May 25th or 26th.
 18 Q. Now, as far as the letter
 19 notifying Mrs. Schell as a pending
 20 furlough action, was she immediately
 21 furloughed?
 22 A. Yes. She was furloughed
 23 beginning with the March class.
 24 Q. Do you recall during that
 25 period of time whether Mrs. Schell

1 BY ATTORNEY BEARD:
 2 Q. In those Board minutes it
 3 said to undertake any necessary ---
 4 did you ever contact the Department
 5 of Education relative to securing
 6 normal approvals to alter the
 7 program?
 8 A. Yes. The Department of Ed
 9 was contacted. And the proper
 10 documentation was sent to the
 11 Department of Ed for their approval.
 12 BY ATTORNEY BEARD:
 13 Q. I'm going to hand you what
 14 has been marked as A-7 and ask if
 15 you could take a look at that and
 16 let me know when you're finished.
 17 **WITNESS REVIEWS SAME**
 18 A. This is my letter to Mrs.
 19 Gary to the Department of Education
 20 giving her the facts and history of
 21 our PN program and the request for
 22 approval for the alteration of the
 23 program here at the vo-tech.
 24 BY ATTORNEY BEARD:
 25 Q. Did you ever receive any

1 had requested a sabbatical leave of
 2 absence or not?
 3 A. Yes. She requested a
 4 sabbatical.
 5 Q. To your knowledge, do you
 6 know if that was approved by the
 7 Joint Operating Committee?
 8 A. Yes, it was.
 9 Q. Do you know who corresponded
 10 with her to indicate whether that
 11 was approved or not approved?
 12 A. I'm not sure whether --- it
 13 would either have been myself --- it
 14 would have either been myself, Mrs.
 15 Reichart or Dr. Dibbell, which was
 16 the superintendent of records. I'm
 17 not sure which one of us did at the
 18 time without reviewing the
 19 files.
 20 Q. I'm handing you what has been
 21 marked at A-9 and ask if you ever
 22 recall seeing a copy of that
 23 particular document.
 24 **ATTORNEY RODKEY:**
 25 Carl, we don't have

1 any problem with that letter
2 even though it came from Mrs.
3 Reichart?

4 ATTORNEY BEARD:

5 Yes, sure.

6 A. Yes. This is the letter that
7 Mrs. Reichart had sent Mrs. Schell
8 to inform her that her sabbatical
9 had been approved.

10 OFF RECORD DISCUSSION

11 ATTORNEY RODKEY:

12 We're talking about
13 the exhibits, I guess, nine
14 through the end of your list,
15 Carl?

16 ATTORNEY BEARD:

17 Right.

18 ATTORNEY RODKEY:

19 Off the record we've
20 discussed these various
21 letters. And I have no
22 objection to them, as I think
23 I said before, from an
24 admissibility standpoint.
25 And we have no objection or

1 don't intend to raise an
2 issue about the paper trail
3 here. And by that, I mean
4 the notices between Mrs.
5 Schell and the district
6 advising her that these
7 things were happening and
8 that she would and had been
9 --- would be and had been
10 furloughed and the reasons,
11 therefore.

12 We're not going to
13 raise any questions about the
14 timing under the collective
15 bargaining agreement. If not
16 exactly met, substantially
17 met, then I don't think there
18 was an issue.

19 HEARING OFFICER:

20 Thank you.

21 BY ATTORNEY BEARD:

22 Q. Mr. Horton, before I release
23 you to Cross, just a couple other
24 questions as it relates to the
25 history here that you've been here

1 for 12 years as director. Who is
2 the current PRN nursing coordinator
3 supervisor?

4 A. That's Mrs. Elsie Reichart.

5 Q. Do you know how long she has
6 been the coordinator or the
7 supervisor?

8 A. Again, without checking the
9 records, a year, year and a half. A
10 year to two years. I'm not sure of
11 the exact date of employment.

12 Q. Who was the PRN nursing
13 supervisor or coordinator prior to
14 her assuming the responsibilities
15 for that position?

16 A. That was Mrs. Barbara Tubbs.
17 She was the PN coordinator upon my
18 arrival.

19 Q. Do you know how long she
20 served as a PRN coordinator?

21 A. Again, without checking the
22 files, I really cannot ---.

23 Q. As far as the duties and
24 responsibilities, did they change
25 much from the time that Mrs. Tubbs

1 no longer was the PRN nursing
2 supervisor to when Elsie Reichart
3 took over responsibilities?

4 A. Once Elsie had taken over,
5 there was very little change in the
6 beginning because it was --- I
7 talked to Elsie about reviewing the
8 program, if she had any changes that
9 she would like to make, bring it to
10 me, I would take them to the
11 superintendents and then to the
12 Operating Committee.

13 She did revise job
14 descriptions within compliance. The
15 practical nursing program goes
16 through several on site reviews over
17 the years. And as these on site
18 reviews are completed, the team will
19 make recommendations for the
20 programs. On some cases, you must
21 make the changes or you will not
22 receive accreditation. And in some
23 cases they will make a
24 recommendation to change.

25 So many times a lot of our

1 changes here within the PN program
 2 are changes in order for us to
 3 receive our accreditation.
 4 Q. During the tenure before
 5 Elsie Reichart assumed
 6 responsibilities, the prior
 7 practical nursing supervisor or
 8 coordinator, did she ever go in and
 9 teach classes with in the program?
 10 A. Yes. Yes, I don't know the
 11 exact hours, but I would estimate
 12 that each class she would teach a
 13 minimum of 30 hours, approximately
 14 30 hours. And then as needed, she
 15 would fill in from time to time.
 16 She would also fill in and provide
 17 various duties at the clinical sites
 18 also.
 19 Q. Has that practice continued
 20 over when Mrs. Reichart came in as
 21 well?
 22 A. Yes.
 23 ATTORNEY BEARD:
 24 I don't have any other
 25 further questions. At this

1 A. Yes.
 2 Q. As was Mrs. Tubbs?
 3 A. Yes.
 4 Q. Earlier in your testimony,
 5 you said that the program consisted
 6 of coordinator, then a coordinator
 7 supervisor, which I gather the
 8 coordinator supervisor would be Mrs.
 9 Reichart. Who was the coordinator
 10 and what was that position?
 11 A. The coordinator/supervisor,
 12 I'm using those as the same term.
 13 Q. Synonymous.
 14 A. Some vo-techs call it
 15 supervisor, some call it
 16 coordinator.
 17 Q. So there was one supervisor
 18 irrespective of how she was labeled?
 19 A. Yes.
 20 Q. Then you had a
 21 secretary/financial aid person; is
 22 that correct?
 23 A. Originally it was just a
 24 secretary. The supervisor
 25 coordinator used to handle the

1 time I'll release for Cross.
 2 HEARING OFFICER:
 3 Okay. Cross, Mr.
 4 Rodkey.
 5 ATTORNEY RODKEY:
 6 Yes, just a few
 7 questions. And Carl, this
 8 may affect that, but are you
 9 going to have Mrs. Reichart
 10 testify?
 11 ATTORNEY BEARD:
 12 Yes.
 13 CROSS EXAMINATION
 14 BY ATTORNEY RODKEY:
 15 Q. Mr. Horton, one of the last
 16 things you mentioned were these on
 17 site reviews of the program from
 18 time to time?
 19 A. Yes.
 20 Q. By whom were they conducted?
 21 A. It would either be the State
 22 Board of Nursing or the National
 23 League of Nursing.
 24 Q. Now, Mrs. Reichart is, in
 25 fact, a supervisor; is that correct?

1 financial aid. And because of,
 2 again, regulation changes, it became
 3 very overwhelming once one of our
 4 secretaries resigned to take another
 5 job.
 6 So the Operating Committee at
 7 that time changed the duties of the
 8 new secretary to also be financial
 9 aid coordinator. So that is, again,
 10 a change that had been made within
 11 the program in the last
 12 approximately three years, two to
 13 three years.
 14 Q. Then up until this instant
 15 matter, you had two full-time
 16 instructors; is that correct?
 17 A. Yes.
 18 Q. Mrs. Schell and then a Mrs.
 19 Sypa?
 20 A. Yes.
 21 Q. Am I saying that correct,
 22 S-Y-P-A?
 23 A. Yes.
 24 Q. So really you had the
 25 coordinator, two full-time

Page 46 1 instructors? 2 A. Yes. 3 Q. Historically, until the 4 instant matter, the district 5 conducted two nursing classes; is 6 that correct? 7 A. Two classes per year, right. 8 Q. One would start in March and 9 the other would start in September; 10 is that correct? 11 A. Yes. 12 Q. You indicated in response to 13 some questions from Mr. Beard that 14 you contacted the Department of Ed 15 and then ultimately received 16 approval from the Department for the 17 curtailment or alteration here; is 18 that correct? 19 A. Yes. 20 Q. Did you seek similar approval 21 or receive similar approval from the 22 State Board of Nursing? 23 A. No, no. As far as I know, we 24 did not. Our main approval as an 25 educational institution is our	Page 48 1 questions I would have beyond 2 this would be more 3 appropriately addressed to 4 Mrs. Reichart. So maybe with 5 that caveat as to needing to 6 call him, I have no other 7 questions. 8 HEARING OFFICER: 9 All right. 10 ATTORNEY BEARD: 11 What I'd like to do 12 is, for purposes of locating 13 a document, I need to take a 14 short recess. 15 OFF RECORD DISCUSSION 16 HEARING OFFICER: 17 Go ahead, Mr. Beard. 18 ATTORNEY BEARD: 19 I'd like to call our 20 next witness, Elsie Reichart, 21 please. Everybody's already 22 sworn in, that's all taken 23 care of? 24 HEARING OFFICER: 25 Were you sworn in?
Page 47 1 responsibility is to the Department 2 of Ed. And because it being a 3 licensed nursing program, it also 4 then falls under either the State 5 Board or National League of Nursing, 6 or both in this case. 7 Q. Just for my information, we 8 have one member of the Joint 9 Operating Committee here. How many 10 members are on the Joint Operating 11 Committee? 12 A. There are six. 13 Q. Are all those positions 14 filled? 15 A. Yes. To the best of my 16 knowledge, they were. 17 ATTORNEY RODKEY: 18 Are they, I mean, if 19 somebody can just say for the 20 record, Carl? 21 ATTORNEY BEARD: 22 Yes. They're all 23 filled. 24 BY ATTORNEY RODKEY: 25 Probably most of the	Page 49 1 MS. REICHART: 2 No. 3 ELSIE V. REICHART, CALLED AND SWORN 4 TO TESTIFY 5 DIRECT EXAMINATION 6 BY ATTORNEY BEARD: 7 Q. Can I call you Elsie? 8 A. Sure. 9 Q. Would you state your full 10 legal name for the record, please? 11 A. Elsie D. Reichart. 12 Q. By whom are you employed? 13 A. Clearfield County Vocational 14 Technical School. 15 Q. In what capacity? 16 A. Coordinator of the practical 17 nursing program. 18 Q. What is the practical nursing 19 program? 20 A. The practical nursing program 21 is a one year education program to 22 lead to the diploma in practical 23 nursing, making the student eligible 24 for licensure and a practical 25 nursing in the State of

1 Pennsylvania.
 2 Q. When were you hired here as
 3 the coordinator?
 4 A. I believe I started in
 5 November of '97.
 6 Q. Now, as far as your duties
 7 and responsibilities, could you just
 8 give us a summary of what you're
 9 responsible for?
 10 A. Sure. I plan, organize,
 11 direct, supervise. In each of the
 12 functions there are numerous
 13 responsibilities under all of those,
 14 including curriculum changes,
 15 scheduling, supervising, counseling
 16 students, providing faculty and
 17 staff of the department, planning
 18 budgets, revising budgets,
 19 monitoring budgets, updating the
 20 library and audiovisual, reviewing
 21 regulatory changes that have come
 22 about from our State of Pennsylvania
 23 Board and National League for
 24 Nursing Accredited Commission. That
 25 summarizes, I think, the major

1 A. Yes, it would.
 2 Q. Who else would you supervise?
 3 A. Mrs. Sypa and my secretary of
 4 financial aid coordinator, Lisa
 5 Phelps and any substitutes that
 6 would be working for us.
 7 Q. Do you evaluate the
 8 instructors?
 9 A. Yes.
 10 Q. Do you have the power to
 11 discipline if need be?
 12 A. Yes.
 13 Q. Do you have the power to
 14 interview and make recommendations
 15 for hiring of staff?
 16 A. Yes, I do.
 17 Q. Are you familiar with this
 18 matter that's before the tribunal?
 19 A. Yes, I am.
 20 Q. Going back to this past year
 21 of '98 and '99, do you have a copy
 22 of A-1 here in front of you?
 23 A. Yes, I do.
 24 Q. Can you just take a look ---
 25 a moment and let me know when you're

1 functions.
 2 Q. As far as policies and
 3 programs within the school setting,
 4 are you responsible for directing
 5 and supervising your practical
 6 nursing program?
 7 A. Yes.
 8 Q. Would that also include
 9 recommendations for changes?
 10 A. Yes, it would.
 11 Q. How about in a policy area,
 12 do you develop policy?
 13 A. Yes, we do develop policies.
 14 Q. You yourself, are you
 15 directly responsible for the
 16 development of policies in the
 17 practical nursing program?
 18 A. Yes, based on the regulations
 19 that we must follow.
 20 Q. Now, as far as in
 21 instructors, do you supervise the
 22 instructors?
 23 A. Yes, I do.
 24 Q. Would that include Mrs.
 25 Schell?

1 done looking at that item.
 2 A. Yes.
 3 Q. What exactly is A-1?
 4 A. It was a memorandum that I
 5 prepared to send to the Joint
 6 Operating Committee after Mr. Horton
 7 and I had discussed the trend that
 8 had been taking place in
 9 Pennsylvania regarding practical
 10 nursing programs and looking at the
 11 significance of that trend on our
 12 program. And that was our regional
 13 coordinators. And the major topic
 14 of discussion was declining
 15 enrollment and possibly closures of
 16 programs. And one program in
 17 particular, Warren County, was in
 18 our district and had closed their
 19 program in August of '98.
 20 With this memo, I wanted to
 21 point out that we really made
 22 significant efforts to recruit
 23 students and made every effort from
 24 the standpoint that we could in
 25 terms of our department and the

1 school to help us recruit potential
2 students to our program.
3 We also look at the trends of
4 the March classes that we had been
5 seeing and the applicants and found
6 that this was a significant problem
7 in trying to recruit a March class.
8 And in talking with the educational
9 advisor at the Board of Nursing, she
10 validated that indeed, there were at
11 least five programs in Pennsylvania
12 that were also considering the same
13 proposal because of the decline in
14 interest in nursing programs, in
15 particular, practical nursing
16 programs.

17 So I prepared this in
18 anticipation of moving towards one
19 class a year to remain operational.

20 Q. Do you have a copy of A-3 in
21 front of you?

22 A. Yes, I do.

23 Q. Do you recognize A-3?

24 A. Yes, I do.

25 Q. Can you describe for the

1 record what A-3 is?

2 A. We went back and tallied the
3 applications for previous years to
4 see what type of a decline we were
5 seeing and it was significant.
6 Because in previous years when the
7 program had two classes a year, I
8 understood from talking with the
9 faculty that they even had waiting
10 lists to get into the program, that
11 the last few years there had been a
12 decline.

13 And I wanted to look at the
14 enrollment and the number of
15 graduates for the past two classes
16 to see if we were starting to find
17 that the classes were declining,
18 typically in March, because that one
19 was a hard one to recruit for.

20 Q. Now, you were here for the
21 testimony of Mr. Horton?

22 A. Yes.

23 Q. He had occasion to look over
24 and identify for the record A-4,
25 which was three pieces, 4A, 4B and

1 4C. Are you familiar with those
2 recommendations?

3 A. Yes, I am. Yes.

4 Q. Did you have occasion to
5 discuss these recommendations with
6 Mr. Horton?

7 A. Yes, I did.

8 Q. Did you have an active role
9 in these recommendations?

10 A. Yes.

11 Q. As far as information, did
12 you submit anything to Mr. Horton
13 outlining some of the
14 recommendations that you had?

15 A. Yes, I did.

16 Q. I'm going to hand you what is
17 going to be marked as A-18, and I
18 ask you to take a look at this. I
19 ask that you take a look at
20 A-18.

21 WITNESS REVIEWS SAME

22 BY ATTORNEY BEARD:

23 Q. Are you familiar with this
24 document?

25 A. Yes. I wrote this document.

1 Q. Who was this submitted to?

2 A. This was submitted to Mr.
3 Horton.

4 Q. Does this comprise of
5 recommendations that were previously
6 identified as A-4?

7 A. Yes.

8 Q. This came from you?

9 A. Yes, it did.

10 Q. In a nutshell, can you
11 address what this document
12 represents?

13 A. Well, when Mr. Horton and I
14 had talked about the decline and he
15 asked me to look at options that we
16 could do to keep the program viable,
17 and I thought of as many options as
18 I possibly could, including delaying
19 the start and try to attempt to get
20 enough students to meet a class and
21 delay it until April.

22 We looked at the
23 recommendations that the State Board
24 advisor, Dr. Holt had told me, and
25 she strongly advised us to consider

1 one class a year because we had ---.
 2 ATTORNEY RODKEY:
 3 Well, I'm going to
 4 object to that. I think that
 5 would be hearsay.
 6 ATTORNEY BEARD:
 7 Well, I'll address it.
 8 One, I'll do the traditional.
 9 We're in a local agency
 10 proceeding with the technical
 11 rules of evidence. And I
 12 also think it provides
 13 relevant background
 14 information. It's also
 15 extremely probative. I ask
 16 to provide an intent as to
 17 the direction in which the
 18 recommendations were
 19 formulated and ultimately
 20 approved by the Joint
 21 Operating Committee.
 22 HEARING OFFICER:
 23 Can I hear again what
 24 she said?
 25 A. Yes. I had said I talked

1 Yes, sir. And he's
 2 obviously introducing it for
 3 the truth of what's being
 4 asserted. And I'm not sure
 5 how probative it is in any
 6 event. I suppose that you
 7 should give it whatever due
 8 you think.
 9 HEARING OFFICER:
 10 Well, I guess the way
 11 to deal with it is to say
 12 that I would admit it for the
 13 purpose of establishing that
 14 she talked to a person at the
 15 State Board of Nursing. Is
 16 that what it was, the State
 17 Board of Nursing?
 18 A. Yes, the education advisor.
 19 HEARING OFFICER:
 20 And that the person
 21 advised her. But I don't
 22 think I should admit it for
 23 terms of the veracity of what
 24 we said, which is the norm, I
 25 believe, so ---. If we give

1 with Dr. Holt at the State Board and
 2 she advised, based on our State
 3 Board passage rate when I came to
 4 the program which was below 80
 5 percent that we really should
 6 consider the type of applicants that
 7 we are taking and upgrade, if you
 8 will, so that our Board passage rate
 9 is 80 percent or better.
 10 When I came to the program,
 11 the first day I was on my job there
 12 was a letter from the State Board of
 13 Nursing, a letter of concern
 14 regarding the 74 percent pass rate.
 15 HEARING OFFICER:
 16 Okay. Stop there.
 17 Are you introducing that
 18 letter?
 19 ATTORNEY BEARD:
 20 No.
 21 HEARING OFFICER:
 22 And you're objecting
 23 because that's hearsay;
 24 correct?
 25 ATTORNEY RODKEY:

1 it any weight, it will be
 2 very little. Go ahead, Mr.
 3 Beard.
 4 BY ATTORNEY BEARD:
 5 Q. Elsie, when I was asking
 6 before as it relates to Exhibit A-4,
 7 there were other attachments to it,
 8 one of which was an excerpt out of
 9 the State --- I guess the standards?
 10 A. Yes. The standards from the
 11 Pennsylvania Code.
 12 Q. Are you referring to the same
 13 document I'm looking at, 21.221,
 14 selection and admission?
 15 A. Yes.
 16 Q. This is out of the State
 17 Board of Nursing regs?
 18 A. Yes. It comes from the Code
 19 of regulations.
 20 Q. What exactly is their
 21 recommendation as to the number of
 22 classes that should be admitted per
 23 year?
 24 A. The Board recommends that
 25 only one class be admitted per year.

1 The number of candidates for each
 2 class shall be determined by the
 3 educational and clinical resources
 4 which the program can provide.
 5 Q. Is this the direction that
 6 your and Mr. Horton's
 7 recommendations went?
 8 A. Yes.
 9 Q. Was this ultimately accepted
 10 by the Joint Operating Committee?
 11 A. Yes, it was.
 12 Q. Were you here for the
 13 testimony of Mr. Horton where he
 14 indicated he received Pennsylvania
 15 Department of Education approval to
 16 alter and curtail the program?
 17 A. Yes, I was.
 18 Q. Now, did you undertake any
 19 steps relative to seeking approval
 20 from the State Board of Nursing,
 21 and/or any other organizations?
 22 A. Yes, I did.
 23 Q. What, if anything, did you
 24 do?
 25 A. Not only did I talk with the

1 State Board of Nursing said that it
 2 was to be submitted in writing to
 3 the Board.
 4 Q. Did you ever receive the
 5 response back?
 6 A. Yes, I did.
 7 Q. I'm going to hand you what
 8 has been marked as A-20 and ask you
 9 if you could identify A-20? What is
 10 A-20?
 11 A. A-20, this is the response
 12 back from the nursing education
 13 advisor regarding my letter asking
 14 to admit one class a year. And the
 15 Board did receive a response back
 16 and acknowledged that the approval
 17 is approved. This is approved as
 18 submitted.
 19 Q. As far as this process you're
 20 going through, is this a requirement
 21 under the State Board of Nursing
 22 regulations?
 23 A. Yes, it is.
 24 Q. Did you ever correspond with
 25 any other accreditation agencies or

1 education advisor at the State Board
 2 of Nursing. She advised me that I
 3 had to follow the regulations and
 4 inform them formally in writing of
 5 our inability to admit a March class
 6 due to lack of enrollment. And the
 7 decision that was made by the
 8 Operating Committee to operate one
 9 class a year.
 10 Q. Did you write to somebody at
 11 the State Board?
 12 A. Yes, the executive secretary
 13 of the Pennsylvania State Board,
 14 Mary Nema (phonetic).
 15 Q. I'll hand you what has been
 16 marked as A-19 and ask you if you
 17 can identify the document?
 18 A. Yes, that's a letter I
 19 wrote.
 20 Q. Exactly what were you asking
 21 in this letter?
 22 A. I was asking for their
 23 approval because it's a change in
 24 the program. And any changes that
 25 the program has, the educator at the

1 commissions?
 2 A. Yes, I did, the National
 3 League of Board Nursing Accrediting
 4 Commission. I also sent them the
 5 information received from Marion
 6 Gray and Pennsylvania State Board of
 7 Nursing regarding our approval to
 8 admit one class a year.
 9 Q. Did they ever respond to
 10 you?
 11 A. Yes, they did.
 12 Q. I'm going to hand you what
 13 has been marked as A-21 and ask if
 14 you can identify that letter,
 15 please? Are you done?
 16 A. Yes.
 17 Q. Could you identify for the
 18 record what A-21 is?
 19 A. That is a response back from
 20 Geraldine Seldon (phonetic), the
 21 executive director of the National
 22 League of Nursing Accrediting
 23 Commission thanking me for the
 24 information that I provided from the
 25 Pennsylvania State Board of Nursing

1 approval for our school to admit one
 2 class a year. She had faith that we
 3 would give quality instruction
 4 during the transition and wishes us
 5 well.
 6 Q. Now, Elsie, as it just
 7 relates to your role here at the
 8 vocational technical school. In
 9 addition to what you identified as
 10 your supervisor, did you have
 11 occasion to engage in any teaching
 12 activities?
 13 A. Yes, I do.
 14 Q. Could you describe for the
 15 record what all those are?
 16 A. I teach the orientation
 17 period for the beginning class and
 18 the personal and vocational
 19 relationship course, which is taught
 20 in the first level. And this is a
 21 20-hour course to introduce the
 22 students to --- the role of the
 23 student and the role of regulatory
 24 agencies and the beginning processes
 25 of nursing.

1 Okay.
 2 BY ATTORNEY BEARD:
 3 Q. Elsie, do you have
 4 independent knowledge of what the
 5 maximum amount of time is that you
 6 can spend in the classroom
 7 instruction?
 8 A. Yes.
 9 Q. What is that?
 10 ATTORNEY RODKEY:
 11 I'm going to object,
 12 unless we know the foundation
 13 for that. It's still going
 14 to be hearsay unless we have
 15 a regulation or something.
 16 HEARING OFFICER:
 17 I would agree. She
 18 can say how she knows.
 19 ATTORNEY RODKEY:
 20 How do you know?
 21 A. In talking with the State
 22 Board of Nursing, there's an
 23 education advisor. I talk to her
 24 every time I have a question
 25 regarding the operation or the

1 Q. Is there any limitation up on
 2 the amount of time that you would
 3 spend in the area of instruction or
 4 teaching?
 5 A. There is a limitation based
 6 on the amount of time that the Board
 7 of Nursing recommends can be spent
 8 in the classroom and clinical.
 9 Q. Do you know what the
 10 threshold amount is?
 11 A. I was told by the nursing
 12 education advisors ---
 13 ATTORNEY RODKEY:
 14 I'm going to object to
 15 that.
 16 A. --- fifty (50) percent.
 17 ATTORNEY RODKEY:
 18 I have an objection to
 19 that as being hearsay.
 20 HEARING OFFICER:
 21 Response?
 22 ATTORNEY BEARD:
 23 I'm going to withdraw
 24 the question and rephrase it.
 25 HEARING OFFICER:

1 program under the regulations. Dr.
 2 Holt and Dr. Jones --- Ms. Jones,
 3 she's not a doctor. Dr. Holt is
 4 that State Board education advisor
 5 as is Carol Jones. I talked with
 6 both of them.
 7 ATTORNEY RODKEY:
 8 I mean, if there's a
 9 criteria, then there surely
 10 would be a regulation or
 11 something, I think.
 12 A. I asked for a regulation and
 13 she said it is not in the
 14 regulation, that there is --- the
 15 lawyer at the State Board of Nursing
 16 says that it is in the Board
 17 minutes, somewhere in the Board.
 18 HEARING OFFICER:
 19 I am not going to
 20 allow it. I believe it's
 21 hearsay unless there's some
 22 other kind of foundation that
 23 could be laid for it.
 24 ATTORNEY BEARD:
 25 That's fine.

1 BY ATTORNEY BEARD:

2 Q. As it relates here, Elsie, to
3 what you've been doing, who was your
4 predecessor?

5 A. Barbara Tubbs.

6 Q. Did she engage in any
7 classroom instruction or teaching
8 activities?

9 A. Yes, she did.

10 Q. Do you know what they were?

11 A. Yes, personal vocational
12 nursing. She also did clinical for
13 approximately the 1977 through 1993
14 with a program. And she also taught
15 cardiovascular nursing, which is the
16 unit in the medical surgical and
17 nursing opportunities, which is the
18 last course that the students take
19 prior to graduation.

20 Q. Do you belong to any types of
21 clubs or groups or get together
22 with other peers out there in other
23 vocational settings?

24 A. Practical nursing programs in
25 Pennsylvania, the coordinators get

1 a right to form an opinion of
2 that, even if it's hearsay.

3 And I think she has a right
4 to give her opinion of what
5 she believes those people do.
6 And I'm going to allow it in
7 that form, and I believe
8 that's the way it's asked.

9 A. Most of the coordinators
10 conditionally in the State of
11 Pennsylvania have had teaching
12 responsibilities, particularly for
13 nursing opportunities in person
14 vocation relationships and clinical
15 supervision when the program needs
16 it.

17 BY ATTORNEY BEARD:

18 Q. Are you familiar with these
19 northwest groups as far as --- are
20 you familiar with their programs?

21 A. Yes. We try to meet at a
22 different program site for each
23 meeting so that we get to view their
24 labs and audiovisual and things.

25 ATTORNEY BEARD:

1 together once a year at a state
2 meeting. And then the state is
3 divided into sections. And I belong
4 to the northwest section of the
5 practical nursing administrators.
6 And we try to meet quarterly when
7 our schedules allow to discuss the
8 issues that are before us.

9 Q. As far as your understanding,
10 as far as this overall group, what
11 is the practice or what is occurring
12 in other vocational settings as it
13 relates to the nursing coordinators
14 being involved in classroom
15 discussions and teaching?

16 A. Most, if not all, of the
17 coordinators are involved.

18 ATTORNEY RODKEY:
19 I'm going to object
20 again. It would be hearsay.

21 It has to be based on what
22 people at these Board
23 meetings are telling her.

24 HEARING OFFICER:
25 Well, I think she has

1 Let me give this to
2 Randall in case he wants to
3 object real quick.

4 ATTORNEY RODKEY:

5 Tell me what it is
6 first.

7 ATTORNEY BEARD:

8 It's going to be A-22.
9 She's going to testify as to
10 this document and what it
11 represents.

12 ATTORNEY RODKEY:

13 What was the source of
14 her information?

15 A. I called the coordinators and
16 talked with the coordinators of
17 those programs.

18 ATTORNEY RODKEY:

19 And then you reduced
20 it to writing in this?

21 A. Yes.

22 ATTORNEY RODKEY:

23 I would have a hearsay
24 objection and relevancy,
25 actually, but ---.

1 HEARING OFFICER:
 2 Any response?
 3 ATTORNEY BEARD:
 4 Well sure. There has
 5 been testimony by Mr. Horton
 6 as to what occurs here is no
 7 different than what goes on
 8 any place else. There's
 9 already introduction of an
 10 Exhibit A-1 that shows what
 11 is occurring in other
 12 vocational settings, what the
 13 trends are and how they
 14 operate their programs and
 15 how they function.
 16 If you're going to have any
 17 claims that somehow we're doing
 18 something differently here, it could
 19 be arbitrary, capricious,
 20 discriminatory, anything along those
 21 lines. I think this is all relevant
 22 testimony.
 23 And she has already testified
 24 that she belongs to the group. She
 25 has provided background information

1 exhibit on what she was told
 2 by somebody who isn't here to
 3 testify and is subject to
 4 Cross Examination.
 5 HEARING OFFICER:
 6 I'm going to allow it
 7 to be admitted as her opinion
 8 of what she believes goes on.
 9 And whether it deserves any
 10 weight or is even relevant is
 11 a matter that we'll
 12 determine.
 13 BY ATTORNEY BEARD:
 14 Q. Elsie, I'm going to hand you
 15 what has been marked as A-22.
 16 ATTORNEY RODKEY:
 17 That was A-22.
 18 ATTORNEY BEARD:
 19 Right.
 20 BY ATTORNEY BEARD:
 21 Q. You had prepared this
 22 document?
 23 A. Yes.
 24 Q. What in a nutshell is A-22.
 25 A. It's a survey of schools that

1 to the Joint Operating Committee on
 2 this. And clearly it goes to
 3 demonstrate that what may or is
 4 occurring in other settings, that
 5 this is not an aberration, nor is it
 6 out of the norm.
 7 ATTORNEY RODKEY:
 8 May I respond? A-1
 9 deals with the declining
 10 enrollment in various areas.
 11 We didn't contest that in
 12 this case. This exhibit is
 13 entirely different. It talks
 14 about percentage of teaching
 15 and classroom responsibility
 16 done by a coordinator,
 17 nowhere near the scope of
 18 Exhibit A-1, or we would have
 19 objected at that time.
 20 She said she called
 21 the administrators or
 22 coordinators, whatever, of
 23 these various programs and
 24 it's plain and simple
 25 hearsay. She's based this

1 were having declining enrollments,
 2 particularly for the fall class this
 3 year. We had talked on the phone
 4 several times about enrollment and
 5 what was happening. Some people
 6 even delayed the start of their fall
 7 class because they had insufficient
 8 enrollment.
 9 And as we were talking about
 10 our programs, we also discussed the
 11 number of instructors, how many of
 12 us did financial aid, how many of us
 13 had a financial aid coordinator and
 14 what percentage of teaching
 15 coordinators were doing in their
 16 various programs.
 17 Q. Elsie, are you familiar with
 18 the State Board of Nursing
 19 regulations?
 20 A. Yes.
 21 Q. What, if anything, is the
 22 position relative to nursing
 23 coordinators?
 24 A. Under section 21.191 there is
 25 regulations regarding administrative

1 and instruction of personnel and the
 2 minimum faculty and clerical
 3 personnel required to teach
 4 programs. And that is defined as a
 5 full-time nurse director and nurse
 6 coordinator, full-time nursing
 7 instructors must be adequate in
 8 number to provide a maximum student
 9 teacher ratio of 15 to one in a
 10 clinical area. Additional
 11 instructors consistent with the size
 12 and needs of the program and
 13 adequate secretarial assistants.
 14 Q. So correct me if I'm wrong.
 15 You couldn't be part time?
 16 A. No.
 17 Q. What would happen to the
 18 program if you were part time?
 19 A. The State Board of Nursing
 20 would advise the program that they
 21 are not in compliance with the
 22 regulations, and they would either
 23 have to come into compliance or face
 24 possible closure.
 25 Q. To the best of your

1 knowledge, has this regulation
 2 changed in the last several years?
 3 A. Not that I'm aware of.
 4 ATTORNEY BEARD:
 5 We would just ask the
 6 Hearing Officer to take
 7 judicial notice of that
 8 section she cited. We will
 9 give you a copy of the State
 10 Board of Nursing rights.
 11 HEARING OFFICER:
 12 What's the title
 13 number?
 14 ATTORNEY BEARD:
 15 Title 49, Section
 16 21.191.
 17 BY ATTORNEY BEARD:
 18 Q. Elsie, as we go through this
 19 process, and I know I've asked you
 20 other things, but in your position
 21 here as the nursing coordinator, and
 22 you've described your duties, are
 23 you a member of the bargaining unit
 24 that's covered --- that Mrs. Schell
 25 is covered by a collective

1 bargaining agreement?
 2 A. No.
 3 Q. Are you familiar with the
 4 term Act 93 Compensation Plan?
 5 A. Yes.
 6 Q. Are you a member of the Act
 7 93 Compensation Plan?
 8 A. Yes.
 9 ATTORNEY BEARD:
 10 I don't have any
 11 further questions. I'll
 12 release her for Cross at this
 13 point.
 14 HEARING OFFICER:
 15 Cross?
 16 CROSS EXAMINATION
 17 BY ATTORNEY RODKEY:
 18 Q. Just a few questions, then,
 19 Mrs. Reichart. Your Exhibit A-22,
 20 you've used the term coordinator in
 21 the column, coordinator teaching
 22 responsibility coordinator,
 23 financial aid, so forth. Do you
 24 know whether or not those
 25 coordinators are supervisors of

1 nursing program in those various
 2 school districts?
 3 A. Coordinators or supervisors
 4 are usually the title. Some of them
 5 are called supervisors, some of them
 6 are called coordinators. Some of
 7 them are called directors.
 8 Q. I understand. But can you
 9 answer my question? In these seven
 10 or eight districts, you use the term
 11 coordinator. Are they also
 12 supervisors as you are in this
 13 district?
 14 A. Yes, they are.
 15 Q. In each case?
 16 A. Yes.
 17 Q. How do you know that?
 18 A. They told me so. We get a
 19 directory from the State Board of
 20 Nursing of the programs with their
 21 names. And when I called their
 22 school, I asked for the directory
 23 --- the coordinator's name based on
 24 what the State Board of Nursing
 25 sends us. We get an update once a

1 year.
 2 Q. You don't have that here?
 3 A. No.
 4 Q. The other teacher in the
 5 program, Mrs. Sypa?
 6 A. Yes.
 7 Q. Am I saying that correctly?
 8 A. Sypa, yes.
 9 Q. What is her length of
 10 teaching year? How many days per
 11 year does she teach?
 12 A. Her contract days this year
 13 are 212.
 14 Q. Prior to this curtailment,
 15 what was she teaching, how many
 16 days?
 17 A. 212.
 18 Q. For how long did she teach
 19 212?
 20 A. I'm not quite sure. I know
 21 there had been reductions in days
 22 before I came to the program. I
 23 found a documentation in minutes in
 24 the nursing faculty book that showed
 25 a decline in instructor days to help

1 Thursday and Friday, helping Mrs.
 2 Sypa with the students in a clinical
 3 area.
 4 When the program started in
 5 September, I taught personal and
 6 vocational nursing, which is the
 7 first course, 20 hours.
 8 The rest of the courses were
 9 assigned to Mrs. Sypa. She was used
 10 to teaching second level and she
 11 said she asked for some prep time to
 12 prepare. I said I'm offering to
 13 teach for 30 hours of scientific
 14 principals for you in order to give
 15 you days to help prepare if that's
 16 in agreement with you and she
 17 agreed.
 18 She said yes, it would help
 19 me greatly if you could teach this
 20 for me. I had the time to teach it,
 21 and so I offered and she agreed.
 22 And I taught for 30 hours in
 23 scientific principals.
 24 Q. For what period of time was
 25 that, then?

1 the budget situation a few years
 2 back.
 3 Q. I think in Mrs. Schell's
 4 case, initially she was 222 days and
 5 at some point, about six years ago
 6 ---
 7 MS. SCHELL:
 8 1994, I believe.
 9 BY ATTORNEY RODKEY:
 10 Q. --- five to six years ago
 11 they were reduced to 212. Is that
 12 consistent with what you saw?
 13 A. I think that that's pretty
 14 consistent, yes.
 15 Q. Now, as to what you are
 16 teaching currently since the program
 17 has been altered, what classes
 18 specifically are you teaching now?
 19 A. Teaching right at the moment
 20 or taught since the program started?
 21 Q. Well, maybe answer both,
 22 then, if there's been a change.
 23 A. Currently right now I'm not
 24 doing any teaching in the classroom.
 25 I'm doing two days a week clinical,

1 A. That was over a four week
 2 period. So I think it was done at
 3 the end of September, first of
 4 October, somewhere in there.
 5 Q. Then prior to the reduction
 6 in the program, Mrs. Reichart, what
 7 did you teach and how many hours did
 8 you teach?
 9 A. Prior to the reduction in the
 10 program?
 11 Q. Yes.
 12 A. For level one, personal and
 13 vocational nursing.
 14 Q. How many hours per week?
 15 A. It was 20 hours for the
 16 course.
 17 Q. For how many weeks was the
 18 course?
 19 A. It usually went over three or
 20 four weeks, depending on the
 21 schedule.
 22 HEARING OFFICER:
 23 Just to clarify for me
 24 and maybe the record, when
 25 you say as opposed to four

1 hours in college or
 2 something, you say 20 hours.
 3 It's a total of 20 hours
 4 period?
 5 A. Twenty (20) hour course,
 6 right.
 7 HEARING OFFICER:
 8 Thank you.
 9 BY ATTORNEY RODKEY:
 10 Q. You're saying a 20 hour
 11 course as opposed to 20 hours per
 12 week?
 13 A. Right, 20 hour course.
 14 Q. How many hours per week did
 15 you teach? Let's say before the
 16 curtailment of the program how many
 17 hours per week total did you teach?
 18 A. It would vary. Some weeks we
 19 had a full day of teaching, of six
 20 and a quarter hours of teaching
 21 personal vocational that week. And
 22 then in the following week may only
 23 be a half a day. So we totalled it
 24 to 20 hours in the schedule for the
 25 first month.

1 Q. So approximately 20 hours in
 2 a month?
 3 A. In a month.
 4 Q. Now, since the change in the
 5 program, since the elimination of
 6 Mrs. Schell's position, how many
 7 hours per month are you teaching?
 8 A. I haven't taught since the
 9 end of September.
 10 Q. So you haven't taught any
 11 hours since September of 1999?
 12 A. I'd have to look at the
 13 schedule, but I think I might have
 14 administered the final exam for
 15 scientific principals to a few
 16 students who didn't finish the
 17 course on time. And as far as
 18 classroom teaching, no. I haven't
 19 done any classroom teaching.
 20 Q. Then I'm confused. The 30
 21 hour course that you covered for
 22 Mrs. Sypa, when did you do that?
 23 A. The month of September.
 24 Q. How many hours? That was a
 25 30 hour course?

1 A. Yes.
 2 Q. How many hours per month or
 3 week was that?
 4 A. It would have been seven
 5 hours a week.
 6 Q. For four weeks, roughly?
 7 A. Four weeks.
 8 Q. That was the only teaching
 9 you did at that time?
 10 A. Right.
 11 Q. What about clinical help?
 12 What clinical help are you
 13 providing?
 14 A. I am helping Mrs. Sypa with
 15 medical surgical one clinical
 16 experience at Clearfield Hospital.
 17 Q. How many hours per week or
 18 per month is that?
 19 A. Per week right now it varies.
 20 Last week it was nine hours. This
 21 week it will be 14 hours.
 22 Q. Now, the March 1999 class was
 23 eliminated, so we just have the
 24 September of 1999 class?
 25 A. Correct.

1 Q. How many students were
 2 enrolled in that class?
 3 A. We started with 24.
 4 Q. How many do we have today?
 5 A. Twenty-one (21).
 6 Q. What happened to the three?
 7 A. All three of those students
 8 were pregnant and could not continue
 9 with their --- they had problems
 10 with pregnancy.
 11 Q. The 21 students, on their
 12 clinical part of the program, are
 13 they divided into sections, or is
 14 there just one section?
 15 A. There is one schedule that
 16 all students are scheduled on.
 17 Q. What is the length of the
 18 practical nursing program in terms
 19 of days in the school year?
 20 A. Right now it's 218.
 21 Q. Had it been 230 or so?
 22 A. Yes. We went to seven hour
 23 days last year.
 24 Q. So that enabled you to
 25 decrease the number of days?

1 A. Right.
 2 Q. By designing the curriculum,
 3 how much of the 218 days is clinical
 4 versus classroom?
 5 A. Sixty (60) percent.
 6 Q. That's remained consistent?
 7 A. Yes. That's a State Board
 8 regulation.
 9 HEARING OFFICER:
 10 That 60 percent is
 11 clinical?
 12 A. Sixty (60) percent is
 13 clinical.
 14 BY ATTORNEY RODKEY:
 15 Q. So the difference between
 16 whatever 60 percent of 218 is, the
 17 difference of that from 218 would be
 18 classroom instruction days?
 19 A. Yes.
 20 Q. Who is doing that classroom
 21 instruction, the remaining 40
 22 percent?
 23 A. Mrs. Sypa will do the
 24 majority of it. I will be doing
 25 nursing opportunities prior to

1 A. For a substantial period of
 2 time.
 3 Q. That was known by and, of
 4 course, approved by the State Board
 5 of Nursing?
 6 A. Yes.
 7 ATTORNEY RODKEY:
 8 I'm curious --- maybe
 9 I should ask the question
 10 just to satisfy curiosity,
 11 but I refer you to --- I
 12 refer you to, Mr. Beard,
 13 Exhibit Three, I think. And
 14 I kept it out to refer to it
 15 and can't find it.
 16 BY ATTORNEY RODKEY:
 17 Q. But that was prepared by you
 18 dated February 2nd, and that shows
 19 the decline over the years. And I
 20 don't quarrel with that necessarily.
 21 But even looking at --- I guess
 22 March is the critical analysis, the
 23 March '98, '99 class. Apparently at
 24 least 15 had applied for and started
 25 in March of '98. And then without

1 graduation, which is a 15 hour
 2 course. And I will be teaching
 3 cardiovascular unit in med surg one
 4 in level two.
 5 Q. How many hours per week will
 6 that be or per month, however you
 7 care to define that?
 8 A. That's a 35 hour unit, so it
 9 will be a total of five days.
 10 Q. Five total days?
 11 A. Five total days, one to two
 12 days a week, depending on the
 13 schedule.
 14 Q. Change the subject a little
 15 bit. The district, as I understand
 16 it, for a long period of time
 17 operated two nursing programs or
 18 classes per year; is that correct?
 19 A. That's correct.
 20 Q. Would that be from the
 21 conception of its nursing program,
 22 if you know?
 23 A. I don't know.
 24 Q. But for a substantial period
 25 of time; is that correct?

1 knowing the numbers exactly, various
 2 letters leading up to the furlough
 3 indicated that the March '99
 4 applicants were down as few as three
 5 or five? And this isn't a trick
 6 question. I just want you, if you
 7 can tell us why that drastic
 8 increase in just one year ---
 9 decrease, sorry.
 10 A. I think you can see the
 11 drastic decrease in the number of
 12 applications that took place there
 13 in 1998. Ninety-four (94)
 14 applicants for the program in the
 15 year it was presented.
 16 Q. And I think that would be the
 17 same --- why?
 18 A. Why?
 19 Q. Yes. We're not challenging
 20 that there's been a decrease in
 21 enrollment here.
 22 A. Sure.
 23 Q. But that it gets real
 24 poignant from '97, for example, the
 25 maps go from 149 to 94 and then down

1 to 15. I mean, there has been a
 2 fairly steady decline, but then it
 3 seems drastic in those couple years.
 4 Do you have an explanation for that?
 5 A. I think we saw a decline
 6 based on what was happening in the
 7 current job market. The decline in
 8 positions at acute care hospitals.
 9 Recent layoffs during those times
 10 really had people scared about going
 11 into nursing.
 12 Q. So just the good old
 13 financial, economic end of the
 14 business?
 15 A. Yes.
 16 Q. Mrs. Schell indicated to me
 17 that prior --- you are now again on
 18 Exhibit Three. It starts with the
 19 March '94, '95 class. And whether
 20 you look at September or March, we
 21 have 20 started, 19 started, 18, 19
 22 for various years.
 23 She indicated to me that at
 24 some point prior to this there had
 25 been a policy that the district

1 the significance of 20 to 30
 2 references in various
 3 correspondences with students?
 4 A. To make the budget work, we
 5 needed a minimum enrollment of 20
 6 students based on the tuition. We
 7 could take a maximum of 30 students
 8 based on what I received back from
 9 the clinical facilities who were
 10 willing to work with us. And I had
 11 to provide that information to the
 12 State Board of Nursing to ask for
 13 one class a year of 30 students.
 14 Q. As it relates to this overall
 15 process in regard to your programs,
 16 if you don't have sufficient
 17 numbers, what does that mean
 18 relative to the overall nursing
 19 program?
 20 A. Insufficient numbers?
 21 Q. Yes.
 22 A. I think it may lead to
 23 closure of the program. I mean,
 24 actually it's mainly tuition based.
 25 We get subsidies from the Department

1 would only accept a maximum of 16 in
 2 each class. Looking back over the
 3 figures, can you speak to that at
 4 all?
 5 A. No. I can't speak to that.
 6 ATTORNEY RODKEY:
 7 Just a few more
 8 questions.
 9 A. Sure.
 10 OFF RECORD DISCUSSION
 11 ATTORNEY RODKEY:
 12 I don't believe I have
 13 any other questions, Carl.
 14 HEARING OFFICER:
 15 Redirect?
 16 ATTORNEY BEARD:
 17 Yes.
 18 REDIRECT EXAMINATION
 19 BY ATTORNEY BEARD:
 20 Q. Elsie, just going back, here.
 21 There's some questions asked about
 22 numbers in the class. I noticed in
 23 some of the correspondences and even
 24 in the board notes it talks about 20
 25 and then no more than 30. What's

1 of Education to students, but the
 2 majority of the program costs are
 3 done by student tuition.
 4 Q. As far as this process, this
 5 is what you approached the Joint
 6 Operating Committee about as far as
 7 the sufficiency of the program?
 8 A. Right.
 9 Q. This is what you submitted to
 10 the department for approval?
 11 A. Exactly.
 12 Q. And the same thing with the
 13 State Board of Nursing?
 14 A. Yes, trying to keep the
 15 program operational.
 16 Q. Now, I know you said before
 17 that you're the coordinator. What
 18 exactly, from a degree standpoint
 19 --- what kind of degrees do you
 20 have?
 21 A. I have a Bachelor of Science
 22 degree in Nursing from Penn State.
 23 I have a Master of Science degree in
 24 Nursing, Med Surg Nursing from the
 25 University of Virginia with a minor

1 in nursing administration.
 2 Q. Are there any requirements as
 3 to what a coordinator of a practical
 4 nursing program must have?

5 A. There are requirements by the
 6 National League of Nursing
 7 Accrediting Commission, there's a
 8 regulation and there's a faculty
 9 qualifications in the Pennsylvania
 10 Code.

11 Q. And to your knowledge, what
 12 must you have as far as to be a
 13 coordinator such as yourself?

14 ATTORNEY RODKEY:

15 Mr. Beard, we're not
 16 questioning her credentials
 17 either as a coordinator or a
 18 teacher, her credentials as a
 19 teacher.

20 ATTORNEY BEARD:

21 Or as a coordinator?

22 ATTORNEY RODKEY:

23 Right.

24 ATTORNEY BEARD:

25 Or what the

1 after learning and being instructed
 2 about, for example, body hygiene in
 3 the clinical lab. And the students
 4 then, after being checked off in the
 5 lab of certain skills that we were
 6 teaching at that time, then is
 7 supervised in the clinical facility
 8 in the practice of those skills with
 9 patients.

10 Q. What would you do with the
 11 patient?

12 A. What would you do with the
 13 patient?

14 Q. Yes. I mean, what do you do
 15 when you're in clinical? What are
 16 you doing? What are you
 17 supervising?

18 A. What are my supervising? I'm
 19 supervising the students in their
 20 care of the patient, including
 21 giving baths, taking care of
 22 dentures, emptying Foley catheters,
 23 helping with feeding of clients,
 24 helping them with ambulating clients
 25 to make sure that their body

1 regulations say, that you
 2 must have a Master's to be a
 3 coordinator?

4 ATTORNEY RODKEY:

5 Yes. That's not an
 6 issue.

7 HEARING OFFICER:

8 There is not an issue
 9 as to whether or not your
 10 client could be the
 11 coordinator or anything like
 12 that.

13 ATTORNEY RODKEY:

14 That's right. By way
 15 of her educational or
 16 certificated background or
 17 degree.

18 HEARING OFFICER:

19 Okay. Thanks.

20 BY ATTORNEY BEARD:

21 Q. Now, this question, you were
 22 asked extensively about clinical.
 23 What goes on in clinical?

24 A. Clinical is the time where
 25 students get to work with patients

1 mechanics are good so that they
 2 don't injure their back or don't
 3 injure the patient. Those are the
 4 types of things that I do.

5 Q. What part of the nursing
 6 program people or the students,
 7 whatever, learn to deal with --- my
 8 daughter is a diabetic and I hate
 9 needles. When do they learn to deal
 10 with needles?

11 A. They will be learning to deal
 12 with needles in December with the
 13 medication unit.

14 Q. Is that part of clinical?

15 A. That will be lab instruction
 16 here, FE Vo-tech. They go to the
 17 hospital to actually do that skill.

18 Q. Then they insert IVs?

19 A. Well, they really don't
 20 insert IVs in the clinical area, but
 21 we do have an IV arm here at the
 22 nursing lab where they are taught
 23 that skill. But giving an
 24 injection, yes. If there's
 25 opportunity for them to give an

1 injection at the hospital and they
 2 administer medications in January,
 3 that opportunity will be taken.
 4 ATTORNEY BEARD:
 5 I don't have any other
 6 questions.
 7 HEARING OFFICER:
 8 Off the record.
 9 OFF RECORD DISCUSSION.
 10 HEARING OFFICER:
 11 Any more Cross?
 12 ATTORNEY RODKEY:
 13 Yes. Just one or two
 14 questions.
 15 RECROSS EXAMINATION
 16 BY ATTORNEY RODKEY:
 17 Q. Mr. Beard asked you something
 18 I forgot to ask you, Ms. Reichart.
 19 The nursing program here has been
 20 basically then self-funded through
 21 tuition and you have a program of
 22 helping with student aid and so
 23 forth. What is the current tuition
 24 for the September '99 class?
 25 A. \$10,000.

1 to, I think number 22 was
 2 proper. We don't have any
 3 objection.
 4 HEARING OFFICER:
 5 All right. So
 6 admitted. Any more
 7 witnesses, Mr. Beard?
 8 ATTORNEY BEARD:
 9 No.
 10 HEARING OFFICER:
 11 Mr. Rodkey? Do you
 12 want to break or do you want
 13 to keep going?
 14 SHORT BREAK TAKEN
 15 HEARING OFFICER:
 16 Back on the record.
 17 ATTORNEY RODKEY:
 18 We rest.
 19 HEARING OFFICER:
 20 Okay. What's your
 21 wishes with respect to
 22 closings vis-a-vis briefs, et
 23 cetera?
 24 ATTORNEY RODKEY:
 25 Mr. Beard and I

1 Q. And before the curtailment or
 2 revision of the program, what was
 3 the tuition?
 4 A. It was supposed to go to
 5 \$6,000 for the September class.
 6 Q. And it went to \$10,000. And
 7 prior to going to \$6,000, what had
 8 it been for a period of time?
 9 A. \$5,500.
 10 ATTORNEY RODKEY:
 11 Thank you.
 12 HEARING OFFICER:
 13 Okay. Any more?
 14 ATTORNEY BEARD:
 15 No.
 16 HEARING OFFICER:
 17 You're excused. Thank
 18 you.
 19 ATTORNEY BEARD:
 20 The only thing I would
 21 do is move the various
 22 exhibits in.
 23 ATTORNEY RODKEY:
 24 Other than the one or
 25 two that I raised objections

1 discussed that briefly, I
 2 think, yesterday. I would
 3 like to submit a post-hearing
 4 memorandum within 20 to 25
 5 days of receipt of the
 6 transcript.
 7 OFF RECORD DISCUSSION
 8 HEARING OFFICER:
 9 All right. Twenty
 10 (20) to 25 days from receipt
 11 of the transcript. Is that
 12 okay with both of you?
 13 ATTORNEY BEARD:
 14 I do have a question,
 15 though, for --- I can call on
 16 Mrs. Schell or I can just
 17 have Randall indicate that
 18 relative to the documents we
 19 have here it indicates that
 20 Judy Schell is ---.
 21 ATTORNEY RODKEY:
 22 Yes. I was going to
 23 stipulate to that. We should
 24 clear that up. It's in one
 25 of Mr. Beard's exhibits. But

1 we agree that Mrs. Schell is
2 the least senior of the two
3 nursing instructors. So
4 that's not an issue.

5 HEARING OFFICER:

6 So she's the least
7 senior and I also assume you
8 would stipulate that her
9 performance was satisfactory
10 and is not at issue; correct?

11 ATTORNEY BEARD:

12 I can't stipulate ---
13 well, I will indicate what
14 her last rating is, but I
15 can't stipulate to her
16 fitness for duty or anything
17 along those lines.

18 HEARING OFFICER:

19 Is rating not at
20 issue?

21 ATTORNEY RODKEY:

22 No. But I'd say it
23 was satisfactory; right?

24 HEARING OFFICER:

25 It's not relevant. I

1 took her request for
2 sabbatical leave be
3 introduced into the record,
4 her letter. I can do that
5 through calling her or I can
6 simply just have it
7 stipulated into the record.

8 ATTORNEY RODKEY:

9 I don't believe it's
10 relevant. I mean, she had a
11 medical sabbatical. I think
12 as a sabbatical ---

13 HEARING OFFICER:

14 I would agree.

15 ATTORNEY RODKEY:

16 --- it was approved
17 and I think it has no

18 relevance to this proceeding.

19 HEARING OFFICER:

20 I agree.

21 ATTORNEY BEARD:

22 Well, I disagree with
23 both of you and the reason is
24 is if you're stating or
25 they're claiming that she is

1 just like to point out in
2 these cases when you see the
3 word suspension as we lawyers
4 now, it means a layoff. To
5 an average human being, they
6 may think it's a disciplinary
7 matter and I just wanted to
8 clarify that that's not it,
9 although I know it's not ---.

10 ATTORNEY BEARD:

11 Well, I will say this.
12 I mean, I'm not going to
13 stipulate that there were no
14 work performance concerns.

15 HEARING OFFICER:

16 That's not the issue.
17 Forget I asked. It's not an
18 issue. It's the connotation
19 of the word suspension.

20 ATTORNEY BEARD:

21 Well, I do have then
22 one issue if they're going to
23 rest. I'm either going to
24 call Judy Schell or simply
25 ask that the reason why she

1 entitled to come back to work
2 or bump into a particular
3 program, I think those are
4 relevant issues.

5 ATTORNEY RODKEY:

6 I mean, the relevant
7 issue here is whether they
8 have the statutory grounds to
9 have a layoff or a furlough
10 and that's the inquiry. If
11 there's phase two, then that
12 would be phase two. But I
13 don't see what that has to do
14 with this. We didn't put her
15 fitness for anything into
16 issue and ---.

17 HEARING OFFICER:

18 I think I agree and I
19 don't think I would admit it
20 for the simple reason it's
21 not relevant to this
22 proceeding. As I understand,
23 our job is to determine
24 whether or not it was
25 appropriate to lay her off,

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1 period. Okay?
2 ATTORNEY BEARD:
3 I'm not saying I'm
4 agreeing.
5 HEARING OFFICER:
6 I understand. I just
7 want you to agree do you
8 understand what I'm saying,
9 not ---.
10 ATTORNEY BEARD:
11 That's fine.
12 HEARING OFFICER:
13 Okay. We'll expect
14 your briefs. And I would
15 note that they should be
16 posted, with emphasis I say,
17 within 25 days after receipt.
18 What I normally do, I will be
19 getting a copy also. I will
20 usually communicate with you
21 when I get a copy and run the
22 time from that.
23 ATTORNEY RODKEY:
24 We will submit our
25 memos to you and you will

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1 exchange them.
2 HEARING OFFICER:
3 Yes. I'll exchange.
4 Anything else? Thank you all
5 for a nice, quiet, polite
6 hearing. I appreciate it.
7 We'll get a decision on it as
8 soon as we can.
9 * * * * *
10 HEARING CONCLUDED AT 12:00 P.M.
11 * * * * *
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LOCAL AGENCY HEARING

* * * * *

IN RE: Clearfield County
Vocational Technical
School and Judith Schell

BEFORE: Stephen S. Russell,
Hearing Officer
Kenneth Veihdeffer,
Curwensville School
District

LOCATION: Clearfield County Vo-Tech
Clearfield, PA 16830

DATE: April 6, 2000

TIME: 10:06 a.m.

WITNESSES: Judith Schell

Richard C. Makin

Ronda Wisor

Elsie Reichart

* * * * *

REPORTER: LAHANA JUDY

* * * * *

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1 PROCEEDINGS

2 -----

3 HEARING OFFICER:

4 Good morning. My

5 name is Steven Russell.

6 I'm presiding at this

7 continuing hearing in the

8 matter of the hearing

9 involving Clearfield

10 County Vocational

11 Technical School and

12 Judith Schell.

13 We held a hearing in

14 this matter on November

15 3rd, 1999 in this room.

16 At the request of Mr.

17 Rodkey, Counsel for Mrs.

18 Schell, we have agreed to

19 reopen this hearing to

20 take further testimony.

21 Before I get into the

22 hearing I think I'd like

23 to have everybody

24 reintroduce themselves,

25 And let me indicate that

1 with me from the operating

2 committee is Mr. Ken

3 Veihdeffer,

4 V-E-I-H-D-E-F-F-E-R, who

5 is on the Joint Operating

6 Committee. He's a school

7 board member in

8 Curwensville. I guess I'd

9 like to ask Counsel to

10 introduce themselves again

11 for the record. Mr.

12 Beard, starting with you.

13 ATTORNEY BEARD:

14 Carl P. Beard,

15 B-E-A-R-D, Counsel for the

16 Administration in this

17 case.

18 ATTORNEY RODKEY:

19 My name is Randall

20 Rodkey. I'm Counsel for

21 Mrs. Schell in this

22 hearing. With me is

23 Clinton Gibbs, a Uniserve

24 representative with PSEA,

25 and Mr. Joseph Colavecchi

1 who also is Counsel for
2 Mrs. Schell.

3 HEARING OFFICER:

4 Mr. Colavecchi, would
5 you spell your name,
6 please.

7 ATTORNEY COLAVECCHI:

8 That's

9 C-O-L-A-V-E-C-C-H-I,
10 Joseph.

11 HEARING OFFICER:

12 And where is your
13 practice office located?

14 ATTORNEY COLAVECCHI:

15 Clearfield. 221 East
16 Market Street, Clearfield.

17 HEARING OFFICER:

18 Thank you very much.
19 I guess, Mr. Rodkey, it's
20 your turn.

21 ATTORNEY RODKEY:

22 Yes. Thank you, Mr.
23 Russell. And I thank Mr.
24 Beard and the School
25 District for agreeing to

1 reopen the record.

2 At the conclusion of
3 the first hearing Mrs.
4 Schell indicated that she
5 felt that she should have
6 been given the opportunity
7 to testify. And we'll
8 fully present her position
9 to the Joint Operating
10 Committee, and that's why
11 we're here today. So we
12 would call her and have
13 her sworn at this time I
14 guess.

15 JUDITH SCHELL, CALLED AND SWORN TO
16 TESTIFY

17 DIRECT EXAMINATION

18 BY ATTORNEY RODKEY:

19 Q. Mrs. Schell, let's just
20 put a little bit of background on
21 the record, which I don't think we
22 had the last time. How long have
23 you been an employee of the school
24 district?

25 A. Full-time since April 3rd,

1 1989.

2 Q. And in what capacity were
3 you employed?

4 A. As an instructor in the
5 LPN program.

6 Q. Would you just briefly
7 recite your professional and
8 educational background for the
9 record?

10 A. I graduated from
11 Clearfield High School. I graduated
12 from Jamison Memorial School of
13 Nursing, passed State Boards and got
14 my RN. I graduated from Regents
15 College in New York to get my BSN.
16 I worked in many departments at
17 Jamison Hospital and Clearfield
18 Hospital, including opening the new
19 intensive care when it was opened
20 back in 1967. And then I've been
21 substituting here and I worked at
22 the county jail simultaneously since
23 1978 here as a substitute. Began at
24 the jail in '81. Was assistant
25 director of nursing at Curwensville

1 Nursing Home from 1987 to '89. And
2 then I came here full time.

3 Q. Again, that was full time
4 as a teacher/instructor in the
5 nursing program in 1989?

6 A. Right.

7 Q. At the time of your hire,
8 who was the program director or
9 coordinator of the LPN program?

10 A. Barbara Tubbs.

11 Q. And Mrs. Reichart is now
12 the director; is that correct?

13 A. That's correct.

14 Q. And do you recall when she
15 came on board with that?

16 A. I believe it was December
17 3rd in 1997.

18 Q. Now, Judith, in discussing
19 your furlough and your employment
20 with the district, at the time of
21 your furlough were there not two
22 full-time instructors?

23 A. Yes.

24 Q. And at the time of your
25 furlough, what was the teaching day,

1 the clinical day and -- in other
2 words, just tell the Hearing
3 Examiner and the Joint operating
4 Committee, the days and hours that
5 were put into the program by you and
6 the other full-time instructor?

7 Before you go into that
8 Judith, what was the last school
9 year that you taught here before
10 your furlough?

11 A. The last school year that
12 I taught?

13 Q. Before the furlough and
14 before your sabbatical leave?

15 A. 1998.

16 Q. Go ahead.

17 A. At that time, the program
18 consisted of 230 or 231 days,
19 depending on when Christmas and New
20 Year's fell. Sometimes we lost a
21 day or two. But it was about 230,
22 we'll make that the minimum of
23 that. And Ms. Sypa and I each
24 worked 212 days. We were covered
25 --- she taught the classes in the

1 second half of the program and
2 monitored those students on
3 clinical. I taught students in the
4 first six months of the program and
5 monitored them on clinical. I
6 almost always had a substitute with
7 me from 1994 on, when we began
8 taking more than 16 students a
9 class. There would be two of us
10 with the beginning six months of the
11 program. Always for the first level
12 which was the first four months and
13 a lot of days into the second
14 level. Sometimes students were on
15 observation areas where we really
16 didn't need a second person. But
17 for the most part we had two people
18 on clinical when we began taking 18
19 to 20 students per class.

20 Q. And there were
21 historically two classes in the LPN
22 program; right?

23 A. Correct.

24 Q. And I gather from your
25 testimony that the curriculum is

1 broken down to a percentage of
2 clinical, which is actually hands on
3 in the hospital; correct?

4 A. That's right.

5 Q. And classroom instruction?

6 A. That's right.

7 Q. What is the percentage of
8 the clinical requirement of the
9 course?

10 A. Sixty (60) percent of the
11 course is clinical time.

12 Q. And the rest would be
13 classroom-related instruction?

14 A. Uh-huh (yes).

15 Q. And I believe there was
16 testimony the last time as to the
17 types of courses that are taught in
18 the instructional, do you recall
19 that?

20 A. Uh-huh (yes).

21 Q. And that's previously on
22 the record?

23 A. Uh-huh (yes).

24 Q. Now, do you believe that
25 based upon your analysis of the days

1 and the classes, that there is a
2 sufficient number of days to still
3 keep two full-time teachers in the
4 program?

5 A. If we had kept the program
6 at 230 days, there would have been
7 enough time. Sixty (60) percent of
8 that 230 days would have been 138
9 days, and divide that by two of us,
10 would have required each of us 138
11 days on clinical. Subtract that
12 from our 230 days, there would have
13 been 92 days of classroom time. And
14 that 92 days divided by two
15 instructors would have provided 42
16 days, and that would have equaled
17 184 days. So both of us, even when
18 we're down to one class, could have
19 been full-time people.

20 Q. Excuse me, you said 42. I
21 think it's 46?

22 A. Forty-six (46).

23 Q. I never was good in math,
24 but I think ---.

25 A. Divided by two is 46 days,

1 yes.

2 Q. Go ahead.

3 A. If we had stayed at that
4 time of 230 days with one class a
5 year, there still would have been
6 enough days for two of us to be
7 full-time instructors. We both
8 would have worked fewer days than we
9 were working before, and that would
10 have ultimately helped the budget.
11 It would have been a little bad for
12 us but it would have helped the
13 budget.

14 Q. Now, for the year in which
15 you were furloughed, there was
16 testimony last time that there was
17 originally a class of 24 made up?

18 A. Uh-huh (yes).

19 Q. And based on the figures
20 you just gave, there was more than
21 sufficient teaching time to occupy
22 two full-time instructors; is that
23 correct?

24 A. Uh-huh (yes).

25 Q. You heard the testimony

1 the last time, Mrs. Schell, that the
2 24 students were registered in the
3 program, but only 14 had indicated
4 interest on August 9th, 1999; is
5 that correct?

6 A. That's right. I had a
7 letter from Doctor Makin, which was
8 dated August 9th. And he told me at
9 that point in time there were only
10 14 students registered to come into
11 the program. And yet when that
12 class started class, which was
13 August 31st, there were 24 students
14 came in.

15 Q. And did that cause you
16 some concern?

17 A. Yes. I'm not sure how in
18 just 20 days we can get ten
19 students. How when applicants have
20 been so down for a year's period of
21 time we only have 14, in ten days we
22 get ten more.

23 Q. Now, I think there was
24 also testimony that almost
25 immediately there was an attrition

1 of three students, which ended up
2 then with 21 being initially
3 involved in the program?

4 A. Uh-huh (yes).

5 Q. And you heard the
6 testimony, I think it was of Mrs.
7 Reichart, relative to the fees and
8 tuitions for that year, for the year
9 of your furlough; correct?

10 A. Uh-huh (yes).

11 Q. Did you do some
12 calculation as to the revenue that
13 that would generate to the District,
14 Judith?

15 A. Yes. Even down to 21
16 students at --- their tuition is now
17 \$10,000, that would have amounted to
18 \$210,000. Fees are now \$300. And
19 fees are non-refundable. So that
20 would have been for all 24 who came
21 in that would have been \$7,200.
22 Would have been a together of
23 \$217,000 plus any portion that the
24 school could keep from the 24 who
25 initially came in. When they

1 withdraw it goes on a graduated
2 basis of how much they get back.
3 Some would have been kept.
4 Q. Then based on your
5 experience and the testimony before,
6 how does the budget for the year of
7 your furlough compare to the
8 previous budget when two classes
9 were operated with as many as 32
10 students?

11 A. With 32 students would
12 have been in 96 up to '94. I do
13 have that. However since '94 we
14 were taking usually 18. We had
15 agreed to take 18 to 20. So I
16 figured it on 19. We did not take
17 20 every class. In fact, maybe only
18 one or two. But I did not have the
19 enrollment for each year. But if we
20 take 19, if we had 38 students at
21 the \$5,500 tuition, would have been
22 \$269,000. Thirty-eight (38)
23 students at \$100 fees would have
24 been \$3,800. This would have been a
25 total of \$212,800 just the year

1 before that.

2 Q. So even with the so-called
3 reduced program, the District was as
4 fiscally sound in the operation as
5 it was before?

6 A. I believe so.

7 Q. Now, there was some
8 discussion the last time of a
9 reduction of the days from the 230
10 it 218. And does that cause you to
11 have some questions?

12 A. It does very much.

13 Because this was accomplished
14 because the requirements of State
15 and Board are so many hours, and
16 they do not specify the number of
17 days. It is how many hours. Our
18 program is 1526 hours. And to
19 accomplish this reduction in days,
20 the theory day was increased to
21 seven hours from six and a quarter.
22 Both Ms. Sypa and myself for many,
23 many, many years have seen that our
24 students by six hours are so
25 overwhelmed that they cannot think

1 anymore. They just are lost. There
2 is very little time in the class for
3 them to do work on their own, to
4 come up and ask us questions. And
5 they are just swamped. So I can't
6 even think what they will be doing
7 at the end of a seven hour day. Let
8 me say, seven hour theory days are
9 not uncommon, but they are in
10 programs in the State which have
11 1600 hours so they go more days, so
12 the day doesn't have to be so
13 cramped as ours. But to have put
14 that into seven hours, I really feel
15 that's detrimental to their
16 learning.

17 Back in 1994 we increased
18 our clinical day a half an hour to
19 seven hours from six and a half.
20 And we did see notable drop in board
21 scores because of just not getting
22 that extra ten days of hands-on
23 experience. An extra half hour at
24 the end of a day on a clinical area
25 is not nearly as much of a learning

1 tool as getting the new assignment,
2 researching the new disease, making
3 a new plan and all of those things
4 that you would do by having that
5 extra half hour in ten separate
6 days, rather than at the end of what
7 you've already done, and you just
8 stand at the desk.

9 Q. And the clinical day was
10 increased from six and a half to
11 seven hours, but the theory day was
12 increased from six and a quarter to
13 seven hours or three quarters of an
14 hour?

15 A. That's correct. Uh-huh
16 (yes).

17 Q. And you believe that
18 is ---

19 A. Detrimental.

20 Q. --- detrimental to the
21 students?

22 A. Very.

23 Q. How many days of clinical
24 experience are now scheduled?

25 A. Let's see. Sixty (60)

1 percent of 218, seven-hour day times
2 ---. Sixty (60) percent of 218
3 days.

4 Q. Do you feel that this
5 reduction is detrimental?

6 A. Yes.

7 Q. And would this be for the
8 same reasons that you've just
9 mentioned about the hours per day,
10 the days per term as well?

11 A. Right. It's just that
12 many fewer days for students to plan
13 care for patients, to take care of
14 them, to learn about that specific
15 instance.

16 Q. In referring to some of
17 the testimony at the prior hearing,
18 there was talk concerning Mrs.
19 Tubbs, the former director or
20 coordinator, that she did some
21 classroom teaching and filled in on
22 clinical. Would you state for the
23 record what classes Mrs. Tubbs did
24 or did not teach from the notes you
25 took?

1 A. Yes. Mrs. Tubbs taught a
2 course it's called P&V, which is
3 professional and vocational
4 opportunities. I don't have those
5 hours, but that was a very short
6 course in the first five weeks of
7 the program. One afternoon a week
8 so it was like 20 hours. She then
9 taught cardiovascular in level two,
10 and she taught nursing opportunities
11 at the very end of the program. She
12 did not teach scientific
13 principles. Before 1994, when we
14 took only 16 students per class,
15 Mrs. Tubbs went to the hospital only
16 mornings of the first six weeks that
17 the students were at the hospital.
18 So there was an instructor on each
19 of the two floors where we had them
20 assigned until they got started.
21 After that, I went between the two
22 floors for the afternoon. And after
23 six weeks I was the only one there.
24 But when we began taking 18 to 20
25 students in 1994, there was myself

1 and a substitute, because with that
2 number of students just in their
3 beginning skills, we needed somebody
4 with them all day on both floors.
5 Mrs. Tubbs only went the first six
6 weeks. She did not do clinical time
7 other than that.
8 Q. Did you have a discussion
9 with Mrs. Reichart about her
10 teaching cardiovascular?
11 A. Mrs. Reichart taught
12 cardiovascular one time, the only
13 time that I was here that it was
14 taught. And near the end of that
15 class she advised me that I would
16 have to teach that course from that
17 time on because she could not do the
18 teaching and handle the telephone
19 calls and the office work. While I
20 was off on medical leave to have my
21 eye surgery, my substitute taught
22 that course. Mrs. Reichart did not
23 do it.
24 Q. And what did she say to
25 you about her, being Ms. Reichart's,

1 intention to teach that class in the
2 future?

3 ATTORNEY BEARD:

4 Objection, hearsay.

5 HEARING EXAMINER:

6 Repeat the question,
7 please.

8 ATTORNEY RODKEY:

9 In a discussion
10 between Mrs. Schell, and I
11 guess it's Ms. Reichart,
12 I've been referring to her
13 as Mrs.

14 MS. REICHART:

15 I'm divorced. It's
16 Mrs. That's fine.

17 ATTORNEY RODKEY:

18 There was a
19 discussion between Ms.
20 Reichart and Mrs. Schell
21 as to what Ms. Reichart
22 intended to do in the
23 future about the
24 cardiovascular. I believe
25 as a representative of the

1 District it's admissible.

2 HEARING OFFICER:

3 I would agree.

4 ATTORNEY BEARD:

5 I thought you said
6 somebody other than Mrs.
7 Reichart. I thought you
8 were referring to the
9 substitute.

10 ATTORNEY RODKEY:

11 No.

12 ATTORNEY BEARD:

13 I withdraw it then.

14 HEARING OFFICER:

15 Okay.

16 A. Yes. Ms. Reichart had
17 told me that I would need to do it
18 in the future. And then the next
19 time there was a substitute here,
20 and the substitute did it for a time
21 for Ms. Reichart.

22 BY ATTORNEY RODKEY:

23 Q. Did she say why she didn't
24 want to teach it anymore?

25 A. It's a very involved

1 course, and it took too much time.
2 from her office work. She couldn't
3 keep up with the telephone calls and
4 the interruptions that were coming
5 from the office.

6 ATTORNEY RODKEY:

7 Mr. Beard, as you
8 recall I had requested
9 that you provide me with
10 certain documentation for
11 this hearing. I would
12 like to introduce some of
13 that now as it's relevant
14 to what Mrs. Schell has
15 just testified to about
16 teaching and classroom
17 time and hours and so
18 forth.

19 ATTORNEY BEARD:

20 Could I see what
21 you're going to put in?

22 ATTORNEY RODKEY:

23 First would be Mrs.
24 Reichart's classroom
25 teaching schedule for the

1 year in question.

2 HEARING OFFICER:

3 Mark this S-1.

4 (Exhibit S-1 marked
5 for identification.)

6 ATTORNEY RODKEY:

7 I don't remember
8 where we are.

9 HEARING OFFICER:

10 You didn't have any.
11 We left off at A-22, which
12 was as far as I can tell
13 is all the exhibits plus
14 the one joint exhibit.

15 ATTORNEY RODKEY:

16 And your number is
17 what, Mr. Russell?

18 HEARING OFFICER:

19 Call it S-1.

20 ATTORNEY RODKEY:

21 S-1. The next one
22 we'll call S-2. That is
23 the class syllabus for the
24 LPN program for '95 to
25 '98. S-3 would be the

1 syllabus for '99/2000.

2 And finally what we'll
3 label S-4 will be the
4 teaching schedule for the
5 current year in level one
6 of the program. And the
7 same document for level
8 two we'll call S-5. And
9 then the final one S-6
10 would be level three.

11 (Exhibit S-2 through
12 S-6 marked for
13 identification.)

14 ATTORNEY RODKEY:

15 And I appreciate Mr.
16 Beard's cooperation in
17 getting these to me. I
18 can give him a second if
19 he wants to look at them
20 to make sure they are the
21 same copies.

22 HEARING OFFICER:

23 What is S-6 again,
24 level ---?

25 ATTORNEY RODKEY:

1 Level three, sir.

2 We'd move their admission
3 at this time.

4 HEARING OFFICER:

5 Any objection?

6 ATTORNEY BEARD:

7 No.

8 HEARING OFFICER:

9 Okay. So admitted.

10 You know what I just
11 goofed, I think. I do
12 have an S-1. It was the
13 Chapter 49 State Board
14 Regulations, section
15 21.172. Could we make
16 that a Joint Exhibit?

17 ATTORNEY RODKEY:

18 That would be fine.

19 ATTORNEY BEARD:

20 That's one he asked
21 that S-1 be withdrawn and
22 put in the whole nursing
23 code.

24 ATTORNEY RODKEY:

25 I think that's

1 correct, yes.

2 HEARING OFFICER:

3 So I have the S-1

4 reference. So that makes

5 it easy. The Title 49

6 Pennsylvania Code

7 Professional Vocational

8 Standards is listed as

9 Joint Exhibit Number One.

10 (Joint Exhibit Number

11 One marked for

12 identification.)

13 ATTORNEY BEARD:

14 That's correct.

15 HEARING OFFICER:

16 Which was introduced

17 last time. Thank you.

18 Sorry about that. Go

19 ahead, Mr. Rodkey.

20 BY ATTORNEY RODKEY:

21 Q. Mrs. Schell, in August of
22 1998, I believe you underwent a
23 surgery?

24 A. Yes.

25 Q. And what was that for?

1 A. That was a corneal
2 transplant to replace a severe scar
3 across the cornea of my right eye.

4 Q. And how did that injury
5 happen to you?

6 A. In an automobile accident.

7 Q. And when was that
8 automobile accident, Mrs. Schell?

9 A. December of 1967.

10 Q. So the accident then, your
11 visual condition preceded your
12 employment with the District in
13 1989; is that correct?

14 A. Yes.

15 Q. And we're not here for
16 medical testimony, Judith. But did
17 the operation improve your visual
18 situation in 1998?

19 A. Yes. Now, my vision had
20 decreased. In the last several
21 years before that surgery it had
22 gotten severely decreased as the
23 scar thickened over the years. But
24 the transplant then, yes, it is much
25 improved.

1 Q. For the operation in

2 August '98, had you taken a leave at
3 that point?

4 A. Yes, I did.

5 Q. For the purposes of?

6 A. Of having the surgery and

7 recuperating. I have to have

8 contacts to see with, and we

9 couldn't have those in for three

10 months. The doctor had told me I

11 would be off probably six months.

12 Three to six. I hoped for four.

13 And that was always understood that

14 it would be about four because I was

15 healing well.

16 Q. When did you indicate to

17 the District that you wanted to

18 return to work?

19 A. January 4th, 1999.

20 Q. Prior to that, did you get

21 a communication from either Ms.

22 Reichart or Mr. Horton that they

23 wanted to have, in effect, an

24 independent medical exam before you

25 came back?

1 A. I did. On December 17th I
2 received a letter from Ms. Reichart
3 in which she said she and Mr.

4 Horton, who was then executive

5 director of the school, had

6 determined that I needed to have an

7 independent evaluation to determine

8 whether I was able to come back.

9 Q. Did you question why that
10 was being sought?

11 A. I did because there had

12 never been even --- when my vision

13 was poor I don't have errors at the

14 hospital. I had done meds in August

15 just before my surgery with no

16 errors on a very busy medical floor

17 where errors happen quite frequently

18 with normal staff.

19 ATTORNEY BEARD:

20 I'm going to object

21 at this point. I mean,

22 quite honestly this --- I

23 believe these are --- I

24 don't even know the

25 relevance of this. Once

1 before, at the prior
2 hearing when any issue
3 came up about this it was
4 deemed to be not relevant
5 whatsoever. So at this
6 juncture I don't see the
7 relevance of it.

8 **ATTORNEY RODKEY:**

9 Well, my response
10 would be several fold.
11 First of all, the purpose
12 of the reconvened hearing
13 was to give Mrs. Schell
14 the opportunity to fully
15 present her side as she
16 saw it. Secondly, she
17 believes that irrespective
18 of numbers, much of what
19 has happened here has
20 singled her out and has
21 perhaps been
22 discriminatory. So I
23 think good faith in public
24 actions is always a
25 relevant issue. The tests

1 of the District's action
2 is good faith to a
3 nonarbitrary, capricious
4 or discriminatory
5 standard. I think she
6 would have the opportunity
7 and the right to explore
8 those and put forth her
9 position.

10 **HEARING OFFICER:**

11 If I was the
12 Secretary of Education,
13 I'd probably find that I
14 don't have jurisdiction to
15 decide discrimination
16 issues. But I'm not him
17 or her so I'm not going to
18 say that. I guess not
19 knowing anything about
20 this case other than what
21 I have heard in the first
22 hearing, my normal
23 reaction to something like
24 this would be to allow it
25 for what it's worth and

1 make a judgment later in
2 terms of an adjudication
3 as to whether or not it's
4 a relevant issue. I agree
5 with your standard on
6 arbitrary and capricious.
7 And I guess as we lawyers
8 want to say, I will admit
9 it for what it's worth and
10 Mr. Beard's objection is
11 noted.

12 **ATTORNEY BEARD:**

13 The only thing, these
14 things have been there for
15 a while and it's just
16 coming up now.

17 **HEARING OFFICER:**

18 Let's go on. If you
19 can remember the question
20 you may answer it or ---.

21 **BY ATTORNEY RODKEY:**

22 **Q. To refresh you, Mrs.**
23 **Schell, I believe the question was**
24 **relative to when you were advised**
25 **that you were to undergo this**

1 **independent medical verification,**
2 **you inquired as to why they were**
3 **requesting that and then certain**
4 **concerns about you or your**
5 **performance were brought up; is that**
6 **correct?**

7 **A. That's right.**

8 **Q. That's where I want you to**
9 **go. And be as brief as you can. I**
10 **understand Mr. Beard's objection.**

11 **A. Prior to my notification**
12 **that I needed to have an independent**
13 **evaluation with a doctor of their**
14 **choice, Ms. Reichart and I had a**
15 **couple of conversations in which all**
16 **of the questions were directed at my**
17 **safety. Was there a problem with**
18 **accidental splashing of soap should**
19 **it get in my eyes. Was I allowed to**
20 **lift, was I allowed to do CPR.**
21 **Doctor Arffa said that I was able to**
22 **do all of those things. At that**
23 **point, when there was no more**
24 **questions of my personal safety,**
25 **then it became an issue of whether**

1 my actions were safe for students
 2 and for the patients in the
 3 hospital. Ms. Reichart determined
 4 that I needed to be able to read the
 5 non-verbal expressions of the
 6 students in the classroom and that I
 7 needed to prove that I could act
 8 safely. And I advised her that I
 9 had no errors, even recent ones ---
 10 I had very few errors and no recent
 11 ones. And she said, well, she had
 12 received some complaints. But when
 13 I asked her to tell me more about
 14 them, they were confidential. I was
 15 never advised, I was never counseled
 16 that there had ever been a complaint
 17 about me from the hospital.

18 Q. In your prior teaching up
 19 to the time of the surgery which
 20 improved your eyes, were you ever
 21 rated poorly or unsatisfactory for
 22 your physical capabilities to
 23 perform the job or your teaching
 24 capabilities to perform?

25 A. Never. My evaluations are

1 all very good.

2 Q. And did you bring them
 3 with you for later introduction?

4 A. Yes, I did.

5 Q. Following on then, when
 6 did you actually get to go back to
 7 work?

8 A. I had the independent
 9 evaluation on January 12th but the
 10 school did not get the report
 11 apparently, until the very end of
 12 January. I filed a grievance on
 13 January 31st. And on February 1st,
 14 I was called to return to work on
 15 February 2nd.

16 Q. What days did you then
 17 teach, Mrs. Schell?

18 A. I came to the school on
 19 February 2nd, that was the students'
 20 class day. I did not know what I
 21 was to teach. When Ms. Reichart
 22 phoned me to come I asked her to
 23 tell me more, meaning that, and she
 24 told me she'd gotten my reports from
 25 my doctors and I could come back to

1 work. There was a substitute who
 2 had covered for me while I was off
 3 who was here and it was a
 4 transitional day which made things
 5 very easy. She and I both went to
 6 the hospital on Tuesday afternoon to
 7 make assignments. And then
 8 Wednesday, Thursday and Friday of
 9 that week which would be three, four
 10 and five of February, I was at the
 11 hospital alone with 18 students I
 12 had never known before. I felt we
 13 did very well. Then on Monday of
 14 the next week, which would have been
 15 February 8th and the morning of
 16 February 9th, I taught that class in
 17 the classroom. February 10, 11 and
 18 12 we were one more time at the
 19 hospital.

20 Q. And this is the first that
 21 you had taught then since the end of
 22 the school year in 1997?

23 A. Since August of '98.

24 Q. '98, I'm sorry. Just
 25 incidentally, what was your

1 perception as to your improvement of
 2 vision, if any?

3 A. Very good. I read those
 4 students --- having 18 students, I
 5 read their case studies which they
 6 are required to hand in every week.
 7 And they're very long if they are
 8 done properly. And the only way the
 9 student is going to gain from those
 10 is to have them read thoroughly with
 11 instructor comments on them where
 12 they could have done better or
 13 instead of or explained things in
 14 more detail. Probably the past two,
 15 maybe a little longer years that I
 16 had worked, I was spending all of my
 17 free time reading these because
 18 reading was so difficult for me. I
 19 did all 18 of those in two evenings,
 20 and made my usual comments of just
 21 to help them learn, not to tear them
 22 down, but just comments to add to
 23 what they had said. At the hospital
 24 things were much easier. Just
 25 everything I saw was much plainer.

1 Q. In spite of that, were you
2 notified then of a meeting to be
3 held mid February concerning job
4 performance issues?

5 A. Yes. At noon on Friday of
6 February 12th, Mr. Horton had me
7 paged at the hospital. And he came
8 and hand-delivered me a letter
9 advising me that there was a meeting
10 on Monday morning at 10 o'clock on
11 my job performance, concerns on my
12 job performance. I had a right to
13 legal counsel between noon on Friday
14 and 10 o'clock Monday morning.

15 Q. Because of the short time,
16 you weren't able to obtain Counsel;
17 is that correct?

18 A. That's right. Mr. Gibbs
19 somehow had been informed of this
20 meeting also, and he had notified me
21 that he could not be here by ten
22 o'clock, but had the meeting delayed
23 until one o'clock on that day. And
24 he was here. We still did not have
25 any time to learn what was going on

1 or to prepare anything.

2 Q. What were some of the
3 concerns expressed at that meeting,
4 Mrs. Schell?

5 A. At that meeting, Ms.
6 Reichart's first concern said a
7 nurse manager called and said
8 someone had flushed disposable
9 washcloths down a drain and clogged
10 the drain.

11 Q. How would that be your
12 responsibility?

13 A. I'm not sure. It was
14 neither myself nor a student. We
15 knew about this because that
16 particular nurse manager had asked
17 one of the students to bring it up
18 at our post-clinical conference.
19 For the last hour on Fridays we
20 always went to a conference room and
21 discussed the week, what had been
22 good, what had been bad, what they
23 could have done better, what they
24 should continue doing. One of the
25 students mentioned that she knew it

1 wasn't us, but she was just
2 reminding us to ---.

3 ATTORNEY BEARD:

4 Objection, hearsay.

5 ATTORNEY RODKEY:

6 That would be

7 hearsay.

8 HEARING OFFICER:

9 Sustained.

10 BY ATTORNEY RODKEY:

11 Q. Just let me ask you, the
12 restroom involved would have been
13 accessible by many people; correct?

14 A. I don't even know what was
15 involved.

16 Q. What about the cafeteria?

17 A. The second allegation was
18 that a group of students were having
19 a very loud, unprofessional
20 discussion in the cafeteria. I was
21 not in the cafeteria. A hospital
22 worker came to the floor where I was
23 still working with students who were
24 not at lunch and told me. I went
25 over to the cafeteria but they had

1 dismissed by that time.

2 Q. Part of your job wasn't to
3 supervise the cafeteria at that
4 point, was it?

5 A. No.

6 Q. You were doing clinical
7 instruction of other students?

8 A. That's right.

9 Q. What was the other
10 concern, the next concern raised?

11 A. I'm not sure of the order
12 that I remember these. But one of
13 the allegations was the students had
14 asked the class officers to go to
15 Mr. Horton and complain that when
16 they ask me a question all I did was
17 repeat what I had said, that I
18 didn't explain anything. I only
19 taught those students a day and a
20 half. They only asked me to repeat
21 something because they missed it for
22 their notes. For all of the classes
23 that I have had, I am well-known for
24 explaining things. So I say I
25 don't ---.

1 Q. Would it be highly unusual
2 for students to have a class officer
3 go to Mr. Horton in any event?

4 A. I think so.

5 Q. Did that ever happen in
6 your knowledge in all the years you
7 were here?

8 A. No.

9 Q. What about the next issue
10 involving feeding tube pump?

11 A. Feeding pump? One of the
12 students had told Ms. Reichart that
13 I had to go around the bed to show
14 her how to set a pump for a feeding
15 tube. I believe anybody would have
16 to do that. She was on one side of
17 the bed where the feeding pump was
18 and I was on the other side of the
19 bed because I just went in the
20 door. She could not understand what
21 I was saying to tell her about the
22 dial, so I went around the bed. A
23 feeding tube pump is about probably
24 six or seven inches by four or five,
25 it has a dial on it about the size

1 or whatever. It doesn't matter.
2 When you're giving medications you
3 always double-check names. As we
4 entered the room to give them
5 morphine it was the second patient
6 over who was to receive it. That's
7 what I was thinking, but I would
8 have double-checked any way. But
9 when I got to the doorway of that
10 room, that person who was to receive
11 the morphine was sitting in a chair
12 looking out the window. The person
13 in the first bed, who was not to get
14 the morphine rolled over and moaned
15 as we came into the room. So I
16 double-double checked the order and
17 the name of the person. I wasn't
18 confused about it, the situation
19 just seemed like it might not be as
20 we were thinking. And I think
21 that's considered good protocol to
22 double-double check if something
23 doesn't seem right.

24 Q. You find all of those
25 alleged complaints highly unusual?

1 of a quarter. The dial itself flips
2 in and out to make a handle and you
3 have to change the settings around
4 this little diameter. I believe
5 anybody would have gone around the
6 bed to set that feeding pump,
7 otherwise you would be stretching
8 over the patient half climbing in
9 bed with them.

10 Q. What about the
11 administration of morphine to a
12 patient?

13 A. One of the students
14 apparently complained that I seemed
15 confused about who we were giving
16 morphine to. Now, I don't remember
17 which day of the two weeks I was at
18 the hospital this was. I did give
19 morphine. When you go between both
20 floors of students, the floors are
21 laid out exactly alike. It is not
22 uncommon for any instructor to have
23 to think whether they have the first
24 person in room 18 on the first floor
25 and the second on the second floor.

1 A. Yes, I do. I just don't
2 think nurse managers generally call
3 the supervisor here for something
4 that has happened in the hospital
5 unless it has concerned a student.
6 I don't think students normally go
7 to Mr. Horton with complaints, and
8 certainly not when they've had an
9 instructor for only a day and a
10 half. I don't think that students
11 go to the supervisor about things
12 like that when we just
13 double-checked. If they were
14 looking for right things, and this
15 is probably hearsay but that order
16 was noted wrong. That morphine
17 order was noted wrong on the
18 med-ex. The staff had made an order
19 noting it. I showed the student why
20 it was wrong, we got it clarified
21 before we gave it. Nobody mentioned
22 any of that.

23 Q. At the meeting of February
24 5th, 1999 did Mrs. Reichart indicate
25 that she had a folder of documented

1 facts against you?

2 A. Mr. Benesse, I believe,
3 indicated she had told him that.

4 Q. Were you ever provided
5 with that documentation?

6 A. Never.

7 Q. Now, let's move ahead to
8 March of '99. The other teacher,
9 Mrs. Sypha, who had not been
10 furloughed, indicated she wanted
11 some days off?

12 A. Right.

13 Q. Do you recall that?

14 A. I do.

15 Q. Ms. Sypha wanted some time
16 off. What was told about using you
17 as the substitute?

18 A. After this meeting on my
19 job performance hearing, I was to
20 stay at school and do curriculum
21 until that class would graduate. I
22 was not aware at the time that that
23 even involved class days. However,
24 then after that, after I was
25 furloughed in February of '99, I

1 went into the office to give Mr.
2 Horton a copy of a request for a
3 due-process hearing on that
4 furlough. I had passed Ms. Reichart
5 in the hall as she was coming from
6 his office and I was going into it,
7 and he said to me, why do you want a
8 due-process hearing, it's just
9 numbers.

10 ATTORNEY BEARD:
11 Objection.

12 ATTORNEY RODKEY:
13 Your basis?

14 ATTORNEY BEARD:
15 Hearsay.

16 ATTORNEY RODKEY:
17 It was Mr. Horton,
18 the former director who
19 was director at that time.

20 HEARING OFFICER:
21 I'll allow it.

22 A. I went in and gave him
23 this letter and he said, well,
24 there's no need for a due-process
25 hearing, Judy, it's only numbers.

1 And I said, no it isn't numbers. If
2 I can't go to the hospital with my
3 own students, how am I going to
4 substitute? And he said, quote, I
5 just told Elsie we had to use you
6 for a substitute or we were going to
7 be sued.

8 ATTORNEY BEARD:
9 Again, I'm going to
10 object.

11 ATTORNEY RODKEY:
12 Same response.

13 HEARING OFFICER:
14 It is obviously
15 borderline, but I'll admit
16 it.

17 BY ATTORNEY RODKEY:

18 Q. Were you, in fact, used as
19 a sub?

20 A. I was not. Ms. Sypha had
21 asked off a Friday and a Monday of
22 two different --- two different
23 Fridays and the following Monday.
24 And I spoke with her and she told me
25 all the reasons why they were not

1 going to hire a sub.

2 Q. What were they?

3 A. On one of the Fridays,
4 several of the students were going
5 to a seminar in Altoona. This was
6 not a school-sponsored seminar.
7 They had the choice to go there if
8 they wanted. So that the numbers
9 would be ---.

10 ATTORNEY BEARD:
11 I'm going to object.

12 HEARING OFFICER:
13 I sustain the

14 objection because it's not
15 if I hear it right
16 referencing Mr. Horton who
17 was there.

18 ATTORNEY RODKEY:
19 Right. And I think
20 that's going further than
21 you need to.

22 BY ATTORNEY RODKEY:

23 Q. Was it indicated to you
24 that one of the reasons that there
25 wouldn't be subs was relative to the

1 budget?
 2 A. Yes.
 3 Q. Did you then go on a
 4 medical sabbatical?
 5 A. I did.
 6 Q. Once you were on the
 7 medical sabbatical, did you learn
 8 that subs were hired?
 9 A. They were.
 10 HEARING OFFICER:
 11 Excuse me, to keep
 12 the record straight, can
 13 we have the dates of the
 14 medical sabbatical?
 15 A. It started March 1st,
 16 1999. My doctor agreed to it for
 17 six months. However, it was
 18 extended until the end of September,
 19 and that extension was done by the
 20 school because they discounted the
 21 time that normal students are off in
 22 the summer. PN students are not off
 23 then. So it ended September 28th,
 24 1999.
 25 BY ATTORNEY RODKEY:

1 Q. And while you were on
 2 sabbatical, subs were hired?
 3 A. That's right, they were.
 4 Q. Now, Mrs. Schell, earlier
 5 I indicated to you about your
 6 performance evaluations or ratings
 7 with the District, and you indicated
 8 that you had never been rated or
 9 criticized for physical inability or
 10 professional competency to do your
 11 job; is that correct?
 12 A. That's correct.
 13 Q. And for the record if the
 14 hearing examiner or Mr. Beard would
 15 request to prove that, have you
 16 brought copies of all your
 17 evaluations?
 18 A. I have all of my full
 19 time. I substituted from 1978. But
 20 full time, yes. I have copies of
 21 all of those.
 22 Q. Now, I do want to call
 23 your attention to your evaluation
 24 for the period May of '97 through
 25 May of '98.

1 ATTORNEY RODKEY:
 2 And Mr. Russell, what
 3 is our next Number,
 4 Seven?
 5 HEARING OFFICER:
 6 Seven.
 7 ATTORNEY RODKEY:
 8 I'm going to label
 9 that S-7.
 10 (Exhibit S-7 marked
 11 for identification.)
 12 BY ATTORNEY RODKEY:
 13 Q. Who actually filled out
 14 the rating form, Mrs. Schell?
 15 A. Actually I did. This was
 16 the only time that we had ever done
 17 this, but this was Ms. Reichart's
 18 first year here and she had both Ms.
 19 Sypa and I do our own.
 20 Q. So actually the check
 21 marks for the most part are yours;
 22 is that correct?
 23 A. That's true. In a couple
 24 of instances --- and when she went
 25 over this with me she had ahold of

1 it and she told me where she had
 2 moved it up, and she has initialed
 3 with an E.R., the places where she
 4 moved up.
 5 Q. So it looks like, I see
 6 quickly, three places that she
 7 actually rated you higher than you
 8 rated yourself?
 9 A. That's true.
 10 Q. Now, this purports to be a
 11 two-page document; is that correct?
 12 A. Yes.
 13 Q. And it bears your
 14 signature under a date of May 18th,
 15 1998?
 16 A. That's right.
 17 Q. Now, on the back page
 18 there appear --- well, there's
 19 handwritten comments by the
 20 supervisor and handwritten comments
 21 by the instructor; right?
 22 A. Yes.
 23 Q. Now, when you signed this
 24 on May 18th, 1998, were the
 25 handwritten comments by the

1 supervisor on the form?
 2 A. No.
 3 Q. When did you first learn
 4 that the supervisor's comments were
 5 on the form?
 6 A. When I got this copy just
 7 last week it.
 8 Q. Now, you had made a
 9 request through your private
 10 attorney, Mr. Colavecchi, to have
 11 your file turned over to you; is
 12 that correct?
 13 A. That's right.
 14 Q. And eventually that
 15 happened?
 16 A. Yes.
 17 (Exhibit S-8 marked
 18 for identification.)
 19 BY ATTORNEY RODKEY:
 20 Q. Now, when you were given
 21 this document that we've labeled
 22 S-7, how many pages were you given?
 23 A. Just the first page.
 24 Q. Did you learn there was a
 25 second page to it?

1 A. Well, I knew there was
 2 because ---.
 3 Q. Your signature was
 4 missing?
 5 A. My signature was
 6 missing,. Uh-huh (yes). And I knew
 7 that there was more to it than this.
 8 Q. So a week or so ago, you
 9 went back in and found out that
 10 there was the second page to that
 11 rating; is that correct?
 12 A. Yes.
 13 Q. Now, I'm going to show you
 14 what we're going to mark as S-8.
 15 And is that not a rating form for
 16 the same period?
 17 A. Yes, it is.
 18 Q. That is a typewritten
 19 document is it not?
 20 A. Yes.
 21 Q. And it purports to say in
 22 typing everything that the
 23 handwritten one said; is that
 24 correct?
 25 A. That's right.

1 Q. Now, again when you
 2 received your file from the District
 3 through Mr. Colavecchi's efforts,
 4 how many pages of exhibit S-8 were
 5 you given?
 6 A. The first page.
 7 Q. Just the first page?
 8 A. Yes.
 9 Q. When did you find out that
 10 a second page existed?
 11 A. At the same time as the
 12 handwritten copy. When I came out
 13 and asked for a second page.
 14 ATTORNEY RODKEY:
 15 I'd move exhibits S-7
 16 and S-8.
 17 HEARING OFFICER:
 18 No objection. So
 19 admitted.
 20 SHORT BREAK TAKEN
 21 ATTORNEY RODKEY:
 22 Mr. Russell, I have
 23 just one more item.
 24 BY ATTORNEY RODKEY:
 25 Q. Again, Mrs. Schell we

1 referred earlier to your obtaining
 2 your personnel files and records
 3 through the efforts of Mr.
 4 Colavecchi. And once you received
 5 that information, did you find that
 6 there were a number of items not in
 7 your file which you knew to have
 8 existed? Items relative to the
 9 subject matter of what you just
 10 testified to today?
 11 A. Yes.
 12 Q. And did I ask you to make
 13 a list of those items?
 14 A. You did
 15 (Exhibit S-9 marked
 16 for identification.)
 17 BY ATTORNEY RODKEY:
 18 Q. Now, I'm going to show you
 19 what I marked as Exhibit S-9, and
 20 ask you is that the list that you
 21 made?
 22 A. Yes.
 23 ATTORNEY BEARD:
 24 I'm going to object
 25 to S-9. Quite honestly

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1 I'm going to ask for a
2 caucus between respective
3 Counsels on this
4 particular exhibit and
5 these other ones.
6 HEARING OFFICER:
7 You want to discuss
8 it now? You mean the two
9 of you?
10 ATTORNEY BEARD:
11 Yes.
12 HEARING OFFICER:
13 Before we rule on it
14 then, why don't we break
15 and you two talk about it.
16 ATTORNEY RODKEY:
17 That's fine.
18 SHORT BREAK TAKEN
19 HEARING OFFICER:
20 Back on the record.
21 I think you introduced
22 S-9?
23 ATTORNEY RODKEY:
24 Yes.
25 HEARING OFFICER:

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1 Why don't you go
2 ahead with that.
3 ATTORNEY RODKEY:
4 At this point I will
5 move the admission of
6 S-9. I gather Mr. Beard
7 has an objection.
8 ATTORNEY BEARD:
9 Yes. I do object to
10 it. I don't know exactly
11 what the relevance is to
12 this proceeding.
13 ATTORNEY RODKEY:
14 The relevance, Mr.
15 Russell, is that the
16 documents outlined by Mrs.
17 Schell, bear on the
18 subject matter of her
19 furlough, her medical
20 situation and the
21 testimony which she just
22 gave here at some length.
23 And she just raises the
24 question of why these
25 items would not be in her

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1 personnel file. I believe
2 that under the argument we
3 made earlier in response
4 to Mr. Beard's objection
5 to her line of testimony
6 at all would apply here.
7 It's just relative to that
8 issue of arbitrary,
9 capricious or
10 discriminatory conduct.
11 And you, of course, have
12 to weigh on the weight of
13 it, which I understand.
14 HEARING OFFICER:
15 Right.
16 ATTORNEY BEARD:
17 I can just say right
18 out that some of these
19 that are on S-9, I think
20 it's very clear under the
21 various laws that are out
22 there, the Personnel Files
23 Act for one, the statutes
24 and regulations that
25 pertain to items under the

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1 ADA that are not supposed
2 to be in personnel files,
3 things in the school
4 district setting that
5 sometimes show up in
6 correspondence files,
7 doesn't necessarily have
8 to show up in a personnel
9 file. There's something
10 on here relative to a
11 grievance. I think
12 everybody that practices
13 labor law in this
14 Commonwealth knows that
15 those things don't go into
16 personnel files. I mean,
17 I don't know, this is
18 nothing more than an
19 inflammatory smoking gun.
20 ATTORNEY RODKEY:
21 I'm not asserting
22 that it is. It's just
23 part of the process here.
24 And of course the District
25 has the right to make

1 those rebuttals to this
2 which we would respect
3 their right to do so.

4 HEARING OFFICER:

5 As I think both of
6 you know, my practice is
7 that I'm hesitant to
8 disallow things for fear
9 of a higher body coming
10 down sometime and saying
11 well, you should have done
12 it. So I err on the side
13 of caution. I probably
14 don't have to all the
15 time. But with respect to
16 this document as I can
17 see, I don't know most of
18 these. I have no idea
19 what's in any of these.
20 But in just referencing I
21 have to agree with Mr.
22 Beard that some of these
23 things should not be in a
24 personnel file, they would
25 be in medical records

1 which is what the ADA
2 requires. Some of these
3 are probably typical
4 correspondence, at most,
5 my experience, school
6 officials would not
7 include in a personnel
8 file. And there is some
9 question as to relevancy,
10 but that's ultimately for
11 the committee to decide
12 whether or not it's
13 relevant. I'm going to
14 allow it in my category
15 for what it's worth. It's
16 true, Mr. Beard does have
17 the opportunity to rebut
18 this and we would give him
19 whatever time he needs to
20 do that, if he has to.
21 And whether or not it gets
22 any weight we will decide
23 that.

24 ATTORNEY BEARD:

25 Well, Mr. Beard's

1 going to go on the record
2 right now and say quite
3 honestly I just received
4 correspondence from Mr.
5 Colavecchi, who is Judith
6 Schell's attorney. He
7 sent it out. I just
8 received the documentation
9 yesterday. I sent it to
10 the school here. I
11 actually hand delivered it
12 for today to say here is a
13 statement from Attorney
14 Colavecchi stating certain
15 items aren't included.
16 They are the same things
17 that appear on this
18 particular list. Could
19 you please look at it? I
20 didn't even get to share
21 this with Doctor Makin and
22 Elsie Reichart. I'm not
23 going to be able to go
24 ahead and put this stuff
25 on the record today.

1 HEARING OFFICER:

2 Well, we'll allow for
3 that.

4 ATTORNEY BEARD:

5 And if somebody is
6 going to say, hey, there's
7 issues here, they're going
8 to come up in a hearing, I
9 think they should call and
10 say, hey, these issues are
11 going to come up.

12 HEARING OFFICER:

13 I agree that I would
14 be upset, as you are, if I
15 was --- I won't use the
16 term sandbagged since I'm
17 the hearing officer and
18 not a participant. But I
19 would have appreciated
20 that too. And under the
21 circumstances, as I said,
22 if you think you're going
23 to need time to deal with
24 this, I think it's
25 certainly within the realm

1 of due process to do
2 that. After all, we
3 reopened this hearing
4 after what, four months.
5 So I can hardly allow them
6 and not allow you.

7 ATTORNEY COLAVECCHI:

8 Excuse me, Mr. Beard
9 and I are the ones that
10 exchanged files. So I
11 would like to speak if I
12 may?

13 HEARING OFFICER:

14 Okay.

15 ATTORNEY COLAVECCHI:

16 I had asked for the
17 file from Mr. Beard, and I
18 think I sent him more than
19 one letter, and I finally
20 had to petition the Court
21 to get the file. Mr.
22 Beard's office called and
23 said it was just
24 coincidental that the file
25 was in the process of

1 being duplicated and sent
2 to me at the time I filed
3 the petition. And, again,
4 this is what I got. And I
5 asked Mr. Beard long
6 before this hearing. And
7 he's just doing his job
8 and I'm doing mine.

9 HEARING OFFICER:

10 I understand.

11 ATTORNEY COLAVECCHI:

12 And again, that file
13 was only produced after a
14 petition directed from the
15 Court of Common Pleas of
16 Clearfield County.

17 ATTORNEY BEARD:

18 Just for the record,
19 his petition was received
20 the same day that
21 documents were sent out.
22 So it had been in
23 process. I don't want the
24 error of everybody sitting
25 on their hands out there,

1 for the purposes of the
2 record.

3 ATTORNEY RODKEY:

4 And I would agree
5 with the Hearing Examiner
6 that whatever time Mr.
7 Beard needs is fine with
8 me. I was not involved in
9 nor aware of what has gone
10 on between the District
11 and Mrs. Schell as being
12 handled by Mr.
13 Colavecchi. So I've never
14 even --- and I still
15 haven't seen the letter
16 that Mr. Beard's referring
17 to. So I can appreciate
18 his comment about needing
19 time as well, and he's
20 been very accommodating to
21 me and I would likewise
22 accommodate him with
23 whatever time. I'll give
24 them the full opportunity
25 to respond.

1 HEARING OFFICER:

2 Let's bring this
3 issue to closure and move
4 on. I think I understand
5 where everybody is coming
6 from.

7 ATTORNEY RODKEY:

8 At this point you may
9 cross examine, Mr. Beard.

10 HEARING OFFICER:

11 You need some time or
12 are you ready?

13 ATTORNEY BEARD:

14 Give me two minutes.
15 I just want to talk to
16 Elsie outside.

17 HEARING OFFICER:

18 Okay.

19 SHORT BREAK TAKEN

20 HEARING OFFICER:

21 Cross.

22 CROSS EXAMINATION

23 BY ATTORNEY BEARD:

24 Q. Hi Mrs. Schell, how you
25 doing?

1 A. Hello.
 2 Q. I couldn't help but notice
 3 throughout the course of your
 4 testimony you were reading from a
 5 prepared document. Do you have that
 6 prepared document there in front of
 7 you that you were reading from?
 8 A. Yes.
 9 Q. Would it be possible to
 10 see the document from what you were
 11 reading through the course of your
 12 testimony?

13 HEARING OFFICER:

14 I believe he has a
 15 right to see it since you
 16 did --- at least, I
 17 noticed you did testify
 18 from it.

19 ATTORNEY RODKEY:

20 Those are her copies,
 21 Carl. I have copies. We
 22 note for the record that
 23 there's two documents.
 24 They are both letters from
 25 Mrs. Schell to myself. I

1 explained to her that they
 2 might be reachable by the
 3 other side if we use
 4 them. She indicated that
 5 and we've waived any
 6 attorney/client
 7 implications that might be
 8 involved in that.

9 HEARING OFFICER:

10 Okay.

11 BY ATTORNEY BEARD:

12 Q. Mrs. Schell, these are the
 13 letters, the two documents from
 14 which you were reading your
 15 testimony on Direct Examination?

16 A. Yes.

17 Q. I notice here on page
 18 three of the one document.

19 ATTORNEY RODKEY:

20 Which one, Mr.

21 Beard?

22 BY ATTORNEY BEARD:

23 Q. The October 22nd, 1999
 24 document at the bottom, the insert.
 25 There's a statement there that says

1 Doctor Arffa's reply was not in my
 2 file when I looked for it. Ms.
 3 Reichart said, I don't know, maybe
 4 Mr. Horton has it. So what file
 5 were you referring to when you say
 6 you looked in a file?

7 A. My personnel file in
 8 nursing.

9 Q. The same personnel file of
 10 nursing that had your performance
 11 evaluations in it?

12 A. I'm not sure. There were
 13 two files in nursing and I looked
 14 through both of them, but I don't
 15 know. It was not in either one and
 16 I'm not sure which one my
 17 evaluations were in. But I looked
 18 through both.

19 Q. Do you ever recall seeing
 20 your evaluations before?

21 A. I didn't look for them.

22 Q. Do you recall seeing them?

23 A. They were there.

24 Q. And when did you look
 25 through your personnel file when you

1 refer to this write up in your
 2 October 22nd, 1999 letter?

3 A. In one of the days of the
 4 two weeks that I was back to work in
 5 February of 1999 I was looking
 6 specifically for this letter.

7 Q. Isn't it true, Mrs.

8 Schell, that you had occasion to
 9 come in here approximately about
 10 seven to ten days ago and ask to
 11 look in your personnel file?

12 A. I came in here on the 27th
 13 of March.

14 Q. Did you happen to see me
 15 standing beside you at the counter?

16 A. Yes.

17 Q. And you came and you asked
 18 to look in your personnel file?

19 A. I did not.

20 Q. Did you come and ask for
 21 any documents out of your personnel
 22 file?

23 A. I did.

24 Q. And what did you come to
 25 ask for?

1 A. For the second pages of my
 2 1997-98 and 1996-97 faculty
 3 evaluations.
 4 Q. And were you provided
 5 those two pages?
 6 A. I was.
 7 Q. And those were what you
 8 have marked as page two to S-8 and
 9 page two to S-7?
 10 A. Yes.
 11 Q. And who provided those to
 12 you?
 13 A. I'm not sure of her name.
 14 I'm assuming it was a secretary.
 15 Q. And were you there when
 16 she opened your personnel file and
 17 photocopied them?
 18 A. I was not.
 19 Q. But it wasn't Elsie that
 20 gave you the copies of these
 21 documents?
 22 A. No.
 23 Q. It wasn't Doctor Makin?
 24 A. No.
 25 Q. Do you recall receiving

1 your evaluation in '97-'98?
 2 A. I do.
 3 Q. Who gave it to you?
 4 A. I filled it out myself and
 5 that's why my signature is on the
 6 same date as the date prepared on
 7 the front page. At some time after
 8 that, and I'm not sure what the date
 9 was, Ms. Reichart came in and she
 10 held it and went over it and told me
 11 that she was marking me better in
 12 some places. My bulletin boards, I
 13 do not keep good bulletin boards.
 14 She felt I did a better job than I
 15 do, and a few little things like
 16 that. But I did not see it again
 17 except that she was holding it,
 18 looking at what I had written and we
 19 were discussing that.
 20 Q. Now, you've talked about
 21 student enrollments, and you
 22 indicated that there were
 23 approximately 24 students came in
 24 this past school year?
 25 A. Yes.

1 Q. Do you know of any legal
 2 requirement that says the District
 3 -- I mean the vocational-technical
 4 school or the career and technology
 5 center needs two instructors for 24
 6 students?
 7 A. Title 49 says the
 8 requirements for faculty are a
 9 full-time nursing coordinator. And
 10 the next line says full-time
 11 instructors adequate to provide a 15
 12 to one ratio on the clinical area.
 13 Q. On the clinical area?
 14 A. Yes.
 15 Q. But there's nothing that
 16 says that you need two instructors
 17 for 24 students, is there?
 18 A. No.
 19 Q. Now, if I understand your
 20 testimony, you did indicate that the
 21 prior nursing supervisor was Mrs.
 22 Tubbs?
 23 A. That's right.
 24 Q. And she had taught in the
 25 clinical nursing program; is that

1 correct?
 2 A. I'm not sure what you mean
 3 by clinical nursing program.
 4 Q. Well, this is the
 5 practical nursing program?
 6 A. Yes, that's right.
 7 Q. Now, you had mentioned you
 8 had taken a sabbatical leave. That
 9 sabbatical leave ran from March of
 10 '99 through September 28th of '99?
 11 A. Yes.
 12 Q. Did you make a request for
 13 that leave?
 14 A. I did.
 15 Q. And according to your
 16 testimony, your doctor recommended
 17 you be off for that period of time?
 18 A. May I ask Mr. Rodkey?
 19 Q. No, you can't consult with
 20 Mr. Rodkey.
 21 A. All right.
 22 HEARING OFFICER:
 23 Just answer to the
 24 best of your ability.
 25 A. It was recommended after

1 this meeting on my job performance,
2 that I request a medical
3 sabbatical. My eye doctors had all
4 already released me. So I was
5 advised to find a doctor who thought
6 I could benefit from time for rest
7 after the emotional trauma I'd been
8 through.

9 BY ATTORNEY BEARD:

10 Q. Is that when your request
11 for sabbatical leave stated, that
12 you were taking it for emotional
13 trauma?

14 A. It said for health
15 restoration.

16 Q. But it never said for
17 emotional trauma?

18 A. No.

19 Q. But you had just come back
20 from eye surgery; correct?

21 A. That's right.

22 Q. Mrs. Schell, can I assume
23 that you were a member of the
24 bargaining unit, the teachers group
25 here?

1 A. I am.

2 Q. Covered by a collective
3 bargaining agreement?

4 A. I am.

5 Q. Are you familiar with how
6 long the workday was for teachers up
7 through I believe the 1998-99 school
8 year?

9 A. For all of the teachers
10 here at Vo-tech?

11 Q. From up through 1997, how
12 long was the workday?

13 A. For practical nursing
14 instructors?

15 Q. Yes. Do you know how long
16 the workday was?

17 A. Seven hours.

18 Q. Seven hours. Are you
19 familiar with Article Five of the
20 Collective Bargaining Agreement
21 addressing the length of the day,
22 C(1) that says the normal workday
23 shall not exceed seven hours,
24 including a 30 minute duty-free
25 lunch period?

1 A. Yes. I have read that.

2 Q. Is the length of the
3 school day or the workday currently
4 seven hours or is it longer than
5 that?

6 A. I don't know.

7 Q. Are you aware that the
8 Joint Operating Committee and the
9 Educators Association are bargaining
10 a new contract for the professional
11 staff here at the school?

12 A. Yes.

13 Q. Are you aware that the
14 workday increased to seven and a
15 half hours?

16 A. Yes.

17 ATTORNEY RODKEY:

18 Excuse me, Mr.

19 Beard. Would you put on
20 the record the date that
21 that new collective
22 bargaining agreement
23 covers?

24 ATTORNEY BEARD:

25 It says July 1, '99

1 through June, 2003.

2 ATTORNEY RODKEY:

3 Thank you.

4 BY ATTORNEY BEARD:

5 Q. Are you familiar with the
6 new article provision on the length
7 of the school day? It says it's
8 going to be seven and a half hours?

9 A. I knew that they were
10 coming earlier. I did not see that,
11 no.

12 Q. So then you could actually
13 --- isn't it true, you could get
14 another half an hour worth of
15 instruction in; correct?

16 A. Yes.

17 Q. Is that what you're
18 referring to, that extra half an
19 hour that we increase from six and a
20 half to seven hours for the nursing
21 students?

22 A. No.

23 ATTORNEY BEARD:

24 At some point I would
25 like to make photocopies

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1 of these and put them in
 2 as District 23 and 24
 3 respectfully, if we're
 4 that high.
 5 ATTORNEY RODKEY:
 6 Are those the two
 7 collective bargaining
 8 agreements?
 9 ATTORNEY BEARD:
 10 Yes.
 11 ATTORNEY RODKEY:
 12 I have no objection.
 13 HEARING OFFICER:
 14 School District 23
 15 will be the --- what's the
 16 year of the first
 17 contract?
 18 ATTORNEY BEARD:
 19 '92 to '97. And the
 20 other one is '99 to 2003.
 21 HEARING OFFICER:
 22 That will be the
 23 School District --- I
 24 guess I'm doing As. The
 25 first one is A-23 and the

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1 second one will be A-24.
 2 The A-24 being the 1999 to
 3 2003 collective bargaining
 4 agreement.
 5 (Exhibits A-23 and
 6 A-24 marked for
 7 identification.)
 8 BY ATTORNEY BEARD:
 9 Q. Ms. Schell, you provided
 10 quite extensive testimony of
 11 reduction from 230 down to 218 days
 12 and talking about the amount of
 13 hours. And I'm not sure if I caught
 14 all of your testimony. You said
 15 that there are programs in the state
 16 that go 1,600 hours?
 17 A. That's right.
 18 Q. What are you referring to?
 19 A. Practical nursing
 20 programs, the minimum required is
 21 1,500 hours, but you can go over
 22 that. That's the particular
 23 individual school's priority.
 24 Q. So it varies from school
 25 to school?

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1 A. That's right.
 2 Q. And your comment was, the
 3 point you were trying to make was in
 4 regard to the 1,600 hours, it's not
 5 good to do 1,600 hours?
 6 A. No, it's not the point I
 7 was making.
 8 Q. Okay. What was the point
 9 you were attempting to make?
 10 A. The point I was making is
 11 that because our curriculum is so
 12 very intense, that when we talked in
 13 class for six and a fourth hours,
 14 our students were overwhelmed. They
 15 could not absorb any more. They
 16 were just full to the hilt. And
 17 now, to do it in seven hours which
 18 is how we cut down the number of
 19 days, it must be even less of a
 20 learning situation for them. Some
 21 schools do have seven hour days, but
 22 for the most part they are schools
 23 who have 1,600 hours, meaning they
 24 would have more days. So even
 25 though they went for seven hours

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1 they would not jam as much material
 2 into those seven hours because they
 3 have more days to spread it over.
 4 Q. But I think your point's
 5 well taken. That's for each
 6 respective school to determine;
 7 correct?
 8 A. That's right.
 9 Q. And each board of school
 10 directors, each joint operating
 11 committee; correct?
 12 A. That's right.
 13 Q. And when you say you felt
 14 the students were to absorption
 15 point or whatever, that's your
 16 personal opinion; correct?
 17 A. The other instructor felt
 18 so more than I. And I think most
 19 past students would agree. I mean,
 20 I was doing what they told me. We
 21 can't do any more. Many, many
 22 classes of students.
 23 Q. Mrs. Schell, are you
 24 familiar with the letter that was
 25 sent to me by your attorney Mr.

1 Joseph Colavecchi, dated March the
2 28th, 2000, listing certain pieces
3 of documents that you claim are not
4 in your files here at the District?

5 A. Yes.

6 Q. Are you familiar with that
7 section of your attorney's letter on
8 the second page?

9 ATTORNEY RODKEY:

10 Mr. Beard, I don't
11 have a copy of that. Do
12 you have a copy that I
13 might look at as you
14 examine her?

15 ATTORNEY BEARD:

16 I'll let you guys
17 look at it.

18 ATTORNEY RODKEY:

19 We've reviewed it Mr.
20 Beard.

21 BY ATTORNEY BEARD:

22 Q. Are you familiar with that
23 document, Mrs. Schell?

24 A. Yes.

25 Q. Do you see the third to

1 here.

2 Q. And you've changed your
3 mind since then, or is that still
4 your position?

5 A. I am in limbo as to my
6 position at this point in time.

7 Q. You're in limbo after
8 securing another attorney for this
9 hearing; correct?

10 A. I don't know what that
11 means.

12 ATTORNEY BEARD:

13 I don't have any
14 further questions.

15 HEARING OFFICER:

16 I will assume that
17 was an excited utterance
18 which needs no response.
19 Redirect?

20 ATTORNEY RODKEY:

21 I don't have any
22 questions.

23 HEARING OFFICER:

24 Okay. Witness is
25 excused. Any more

1 the last paragraph that says, also
2 missing is the second page of the
3 annual faculty performance
4 evaluation for '97-'98 and for
5 '96-'97. New sentence, possibly
6 this was a two-sided document that
7 was not properly copied?

8 A. Yes.

9 Q. Is it your position that
10 there was a photocopying problem or
11 is it your position that somebody
12 doctored your personnel files?

13 A. I only know that we did
14 not get the second page to those
15 evaluations. The other evaluations
16 before the previous ones through all
17 my full-time had both pages, these
18 did not.

19 Q. But what's your position?
20 You think somebody changed your
21 personnel files around or do you
22 think it was a photocopying error?

23 A. Initially, I indicated to
24 Mr. Colavecchi that it was a
25 photocopy error. That's why it's

1 witnesses?

2 ATTORNEY RODKEY:

3 No, sir. We'd rest
4 at this time. And I
5 believe I've introduced
6 each exhibit.

7 HEARING OFFICER:

8 Yes, you did.
9 They're all accepted. I
10 have S-1 through S-9. Mr.
11 Beard any rebuttal?

12 ATTORNEY BEARD:

13 Yes. I would like to
14 call Doctor Makin.

15 HEARING OFFICER:

16 Okay. Did Doctor
17 Makin testify before?

18 RICHARD C. MAKIN, M.D., CALLED AND
19 SWORN TO TESTIFY

20 DIRECT EXAMINATION

21 BY ATTORNEY BEARD:

22 Q. Doctor Makin, can you
23 state your full legal name for the
24 record, please?

25 A. Richard C. Makin.

1 Q. And by whom are you
2 employed?
3 A. Clearfield County Career
4 and Technology Center.
5 Q. And what capacity?
6 A. Director.
7 Q. How long have you been
8 director?
9 A. Since July 1st, 1999.
10 Q. Are you familiar with this
11 matter that's before the Joint
12 Operating Committee?
13 A. For the most part.
14 Q. Are you familiar with the
15 nursing program here at the school?
16 A. Yes.
17 Q. I'm handing you what was
18 previously introduced as in the last
19 hearing as A-11. I'd ask you just
20 take a look at that and let me know
21 when you're done.
22 WITNESS REVIEWS DOCUMENT
23 ATTORNEY RODKEY:
24 Do you have another
25 copy, Mr. Beard? I may

1 have it in the file but it
2 may take a while to dig it
3 out.
4 BY ATTORNEY BEARD:
5 Q. You done?
6 A. Yes, sir.
7 Q. Can you identify that
8 document for the record, please?
9 A. That's a letter that I
10 wrote to Mrs. Schell, August 9th,
11 advising her that we had, at that
12 point in time, 14 students enrolled,
13 and that I would be studying the
14 situation over the next several days
15 in regard to where the enrollment
16 went.
17 Q. You were hearing her
18 testimony that there were 24
19 enrolled and three dropped out
20 automatically?
21 A. Yes.
22 Q. How do you count for that
23 dramatic increase in students over
24 that period of time?
25 A. Well, first off, on August

1 9th, when I prepared the letter,
2 there were 14 students enrolled in
3 the program. I do not find it at
4 all strange that between August 9th
5 and the start of the class we could
6 have picked up an additional ten
7 students. Because at that time,
8 there would have been students in
9 the process of trying to get
10 enrolled, trying to find financial
11 aid and that sort of thing. We're
12 talking about making an investment
13 of \$10,000 to participate in the
14 program. And again, it's not
15 unusual that students postpone that
16 decision as long as possible.
17 Q. Doctor Makin, I didn't ask
18 you when you first came on the
19 stand, but just exactly what are
20 your credentials entitling you to be
21 an executive director here of this
22 vocational technical school?
23 A. I'm certified Director for
24 the State of Pennsylvania.
25 Certified Director and Certified

1 Superintendent for the State of
2 Oklahoma.
3 Q. And how long have you been
4 in education overall?
5 A. Twenty-two (22) years.
6 Q. And besides your
7 certifications, what degrees, if
8 any, do you hold?
9 A. I have a Bachelor's of
10 Science Degree in Agriculture
11 Education, a Bachelor of Science
12 Degree in Horticulture. A Master's
13 of Science degree in Agriculture
14 Education, and a Ph.D. in Vocational
15 Education.
16 Q. And prior to coming to
17 Clearfield County Vocational
18 Technical School, what positions, if
19 any, did you hold prior to coming
20 here?
21 A. My most previous position
22 was as a senior director of planning
23 and management with the high schools
24 that work network in Atlanta,
25 Georgia. Prior to that I spent 12

1 years in the Oklahoma Vocational
2 Technical Education System. I had
3 numerous responsibilities there, up
4 to and culminating in sitting on the
5 Senior Staff for the State of
6 Oklahoma.

7 Q. And did you deal with
8 nursing programs in the prior
9 capacities?

10 A. Yes, I did.

11 Q. And when you provide
12 testimony and say it isn't a bit
13 unusual to have an increase, do you
14 base that on your prior experiences
15 and prior positions and education?

16 A. Yes, it is.

17 Q. Doctor Makin, I'm going to
18 hand you what has been previously
19 marked as S-9 and ask you to take a
20 look at that and let me know when
21 you're done.

22 WITNESS REVIEWS DOCUMENT

23 A. Okay.

24 BY ATTORNEY BEARD:

25 Q. Doctor Makin, since you've

1 that's an issue Mr. Beard
2 certainly can explore and
3 argue to the Hearing
4 Examiner at the proper
5 time. I don't think the
6 witness' opinion is
7 relevant in any event,
8 even if he was competent
9 to make it.

10 ATTORNEY BEARD:

11 Well, I'll start over
12 a little bit here.

13 BY ATTORNEY BEARD:

14 Q. Doctor Makin, ---.

15 ATTORNEY RODKEY:

16 It's a two-fold
17 opinion. So
18 qualifications aren't the
19 only issue. The relevancy
20 of his opinion versus an
21 argument that should be
22 made.

23 HEARING OFFICER:

24 First of all, I don't
25 think he's being qualified

1 come to Pennsylvania, have you come
2 to familiarize yourself with the
3 various laws in regard to personnel
4 files here in Pennsylvania?

5 A. Yes. I've been trying to
6 make every effort to do so.

7 Q. The documents that you see
8 on there, based on your past
9 position, your position here in
10 Pennsylvania, do those documents
11 appear to be the type of documents
12 that would commonly appear in a
13 personnel file?

14 ATTORNEY RODKEY:

15 I'm going to object
16 to the question. I don't
17 know that there's been a
18 sufficient background laid
19 to his ability to give
20 that type of legal
21 opinion, especially in
22 view of the fact that he
23 is recently employed in
24 the Commonwealth of
25 Pennsylvania. I think

1 as an expert witness, so
2 I'm not sure you need as
3 much background as you
4 would for an expert
5 witness. I think that he
6 does have the ability to
7 testify based on his
8 knowledge of what he
9 thinks it is. You
10 obviously have the
11 opportunity to cross
12 examine and to, in fact,
13 rebut that if you choose.
14 It can also be legal
15 argument if that is deemed
16 to be an issue in this
17 case.

18 At this point in time
19 I'm inclined to let him
20 pursue the matter noting
21 your objection. And
22 obviously if he
23 establishes that he
24 doesn't know the things
25 well, well, that plays

1 into your hands, into your
2 argument and we'll deal
3 with it that way. So I'm
4 going to allow the
5 questioning and see where
6 we go with it.
7 BY ATTORNEY BEARD:
8 Q. Doctor Makin, have you
9 actually looked at the personnel
10 files Act?
11 A. Yes, I have.
12 Q. Have you looked at any
13 other statutes or regulations as it
14 relates to what should or should not
15 be in a personnel file in the
16 Commonwealth of Pennsylvania?
17 A. Yes, I have.
18 Q. Do you recall what those
19 other statutes may be?
20 A. Not off the top of my head
21 right now, no.
22 Q. As it relates to these top
23 three documents under A, one and
24 two, statements from physicians, is
25 that something that you would place

1 in a personnel file in the capacity
2 as director here?
3 A. No.
4 Q. In regard to the
5 performance evaluations, the missing
6 pages, are you familiar with that
7 inquiry for documents for Mrs.
8 Schell?
9 A. Yes, I am.
10 Q. Do you know if Mrs. Schell
11 was provided with these documents?
12 A. She was.
13 Q. Do you know whether the
14 pages that are claimed to be missing
15 were, in fact, in her personnel
16 file?
17 A. They were in the personnel
18 file. I removed them from the
19 personnel file myself personally.
20 Q. Documents under B, your
21 letter to her of 7/28/99, is that
22 something that would normally appear
23 in the personnel file or some other
24 type of file?
25 A. Not necessarily in the

1 personnel file. Which? I'm sorry,
2 which one of them?
3 Q. 7/28/99.
4 A. Yes.
5 Q. Yes?
6 A. It would appear.
7 Q. It would appear?
8 A. Yes.
9 Q. And if it doesn't appear?
10 A. Then there's probably been
11 a filing problem.
12 Q. How about this one down
13 here, grievances, would you put a
14 grievance in her personnel file?
15 A. I don't believe so.
16 Q. Anything pertaining to her
17 medical situation relating to the
18 correspondences with her physician,
19 would that appear in her personnel
20 file?
21 A. No. Nothing related to
22 medical records.
23 Q. Since you've been here,
24 Doctor Makin, have you heard anybody
25 either expressly state or imply that

1 they were out to discriminate
2 against Mrs. Schell in any shape or
3 form?
4 A. No.
5 ATTORNEY BEARD:
6 I don't have any
7 further questions.
8 HEARING OFFICER:
9 Cross.
10 ATTORNEY RODKEY:
11 Just a couple
12 questions, Doctor Makin.
13 CROSS EXAMINATION
14 BY ATTORNEY RODKEY:
15 Q. The issue concerning the
16 pick up of ten students in just 20
17 days in August of '99, you said
18 that's not unusual. And I gather
19 that's based upon your experience
20 elsewhere. Do you have a history of
21 what would be usual in this
22 District?
23 A. I do not have a history
24 of what would be usual in this
25 District.

1 Q. So that you don't know
2 whether or not that is unusual in
3 this instance?
4 A. It's unusual based on my
5 experience.
6 Q. Now, you indicated that
7 going to files now that medical
8 information would not be in a
9 personnel file?
10 A. Correct.
11 Q. Is that correct? But yet
12 are you aware that the report from
13 the Laurel Eye Clinic was in her
14 personnel file?
15 A. I don't recall that.
16 Q. There are some references
17 of letters from Doctor Arffa's
18 release to return to work is in her
19 personnel file?
20 A. I don't recall if it is or
21 not.
22 Q. So you're not aware of
23 whether they or not?
24 A. I don't believe.
25 ATTORNEY RODKEY:

1 That's all.
2 ATTORNEY BEARD:
3 I don't have any
4 further questions. I'd
5 just like to talk to one
6 person I may or may not
7 call, and then I'll want
8 to recall Elsie.
9 HEARING OFFICER:
10 All right. Witness
11 is excused.
12 OFF RECORD DISCUSSION
13 ATTORNEY BEARD:
14 I'd like to call
15 Ronda Wisor, please.
16 RONDA WISOR, CALLED AND SWORN TO
17 TESTIFY
18 DIRECT EXAMINATION
19 BY ATTORNEY BEARD:
20 Q. Ronda, could you state
21 your full legal name for the record,
22 please?
23 A. Ronda J. Wisor, and that's
24 R-O-N-D-A.
25 Q. And by whom are you

1 employed?
2 A. Clearfield County Career
3 and Technology.
4 Q. And in what capacity?
5 A. Administrative secretary.
6 Q. And could you briefly
7 describe some of your job duties
8 here, please?
9 A. I'm Doctor Makin's
10 secretary, so I do typing, filing,
11 confidential information for the
12 Director.
13 Q. Now, do you recall within
14 the last two weeks or so while Mrs.
15 Schell was here to visit the school
16 district in regard to a request for
17 information surrounding her
18 personnel file?
19 A. Yes, she did come in.
20 Q. What's your recollection
21 of that visit?
22 A. It was a morning. It was
23 not last week, I'd say the week
24 before, probably. She came in and
25 wanted some evaluations. Very few

1 pieces of paper, I think it was
2 three or four, from '97-'98. Her
3 performance evaluations, she wanted
4 copies of them.
5 Q. I'm going to hand you what
6 has been marked as Schell Seven and
7 Schell Eight and just let me know
8 when you're finished.
9 WITNESS REVIEWS DOCUMENTS
10 A. Okay.
11 BY ATTORNEY BEARD:
12 Q. Are you familiar with
13 those documents?
14 A. Yes.
15 Q. What are those documents?
16 A. One is a written
17 performance evaluation and the other
18 is the same evaluation only in typed
19 form.
20 Q. Who provided those to Mrs.
21 Schell?
22 A. I physically handed them
23 to her.
24 Q. Where did you get them?
25 A. Doctor Makin asked me to

1 copy them and to give those copies
2 that I made to her.
3 Q. And where did Doctor Makin
4 get them?

5 A. He pulled them from a
6 locked filing cabinet in his office
7 which contains the personnel files.

8 Q. Did you see him pull them
9 out?

10 A. Yes, I did.

11 ATTORNEY BEARD:

12 I don't have any
13 other questions.

14 HEARING OFFICER:

15 Cross.

16 ATTORNEY RODKEY:

17 I have none.

18 HEARING OFFICER:

19 Okay. Witness is
20 excused.

21 ATTORNEY BEARD:

22 I'd like to recall

23 Elsie Reichart, please.

24 HEARING OFFICER:

25 Okay. You're still

1 14 students as of August the 19th?

2 A. Yes.

3 Q. How many students were
4 there as of the date of that letter?

5 A. Fourteen (14) students who
6 were enrolled and had paid the \$100
7 acceptance fee.

8 Q. So how do we end up with
9 24 students and then it whittles
10 down to 21? How can you explain
11 that?

12 A. Well, in July we did a big
13 push for additional recruitment
14 because we knew we needed at least
15 18 to 20 students to financially
16 have a program. And so I did a lot
17 of recruitment, made a lot of phone
18 calls, wrote a lot of letters,
19 trying to recruit students and we
20 did. We were able to distribute a
21 lot of applications. We had people
22 come in and start testing and in the
23 midst of testing, sometimes there
24 was a waiting period of getting
25 those scores back. The pre-entrance

1 under oath from before.

2 ELSIE REICHART, PREVIOUSLY SWORN,
3 RECALLED TO TESTIFY

4 ATTORNEY RODKEY:

5 Calling her as your
6 witness?

7 ATTORNEY BEARD:

8 Yes. The witness
9 previously testified. I
10 don't know if it's
11 necessary to go back and
12 redo that if we could.

13 HEARING OFFICER:

14 I would personally
15 say here's her testimony
16 and it says what it says.

17 ATTORNEY BEARD:

18 Okay.

19 REDIRECT EXAMINATION

20 BY ATTORNEY BEARD:

21 Q. Ms. Reichart, going back
22 here to the beginning of the
23 1999-2000 school year, you're
24 familiar with Doctor Makin's letter
25 to Mrs. Schell indicating there were

1 test that we utilize goes back to
2 New Jersey to be corrected and
3 sometimes you get them back as early
4 as two weeks and others take three
5 weeks to come back depending on
6 their volume.

7 So students were in
8 various ways trying to get into the
9 program and the first step is the
10 application and taking the
11 pre-entrance test to make sure that
12 they have the qualifications to do
13 the program. And so there were
14 several students who were in this
15 process during that time. And we
16 felt even as late as the second week
17 in August, we still had people
18 asking for applications and was it
19 possible to test them and get them
20 ready. So I called the testing
21 center in New Jersey and told them
22 that we really had a dilemma, we
23 needed more students, but I needed
24 tests.

25 HEARING OFFICER:

1 Off the record for a
2 moment, please.
3 **OFF RECORD DISCUSSION**
4 A. So we asked the testing
5 center if we could have the testing
6 scores done as quickly as possible
7 if we overnighted tests and if they
8 could FAX those back to us. They
9 did agree to do that in the last
10 couple weeks in August. And we were
11 successful in getting 24 paid
12 enrollments to begin. Some of them
13 happened actually the last week.
14 And, yes, their physicals weren't
15 done by that time, but their
16 physicals need to be completed by
17 the time that they started clinical
18 which is in October. There was a
19 rush.
20 **BY ATTORNEY BEARD:**
21 Q. How many students are
22 currently in the program?
23 A. Seventeen (17).
24 Q. Is there anything in the
25 law that requires you to have two

1 instructors for 24 students?
2 A. No. The requirement is in
3 the clinical area, a 1 to 15 ratio,
4 one instructor to 15 students while
5 students are in the clinical area.
6 Q. When do you feel in your
7 capacity as the supervisor or
8 director of the program when it
9 would be necessary to have two
10 instructors?
11 A. At least 30 students.
12 Enrollment of 30 students, so that 1
13 to 15 is maintained. A classroom of
14 students, when they're in lecture,
15 can be as many as the room can hold,
16 and our room certainly can hold 30
17 students. I know as a nursing
18 student myself at Penn State, I was
19 in nursing lectures with 200 and 300
20 students in class, with one
21 instructor. But it's the clinical
22 area that is the requirement from
23 the Board of Nursing that there must
24 be one instructor to 15 students.
25 Q. Now, there was testimony

1 previously about going from a
2 six-and-a-half-hour, I guess, day
3 with the students in the program to
4 a seven-hour day. Are you familiar
5 with that?
6 A. Yes, I am.
7 Q. How did that come about?
8 A. It's actually a
9 six-and-a-quarter hour day that
10 was the class days and the clinical
11 schedules were seven hours. And
12 when I came to the program I asked
13 Mrs. Tubbs why that was set up that
14 way because if you read the
15 regulations, it says that students
16 can be scheduled up to 35 hours a
17 week. Well, a week is five days.
18 Thirty-five (35) hours in a week
19 would give you the equivalency of
20 five days. And she said it was
21 because of the bargaining unit
22 contract that the instructors could
23 only work seven hour days and 30
24 minutes of that had to be lunch
25 time. And so they went with class

1 days that were less. And for the
2 clinical area that there had been an
3 agreement in the bargaining unit
4 that there would be seven hour
5 clinical days.
6 Q. Now, how long have you
7 been a nurse?
8 A. In nursing?
9 Q. Yes?
10 A. Itself?
11 Q. Yes. Overall.
12 A. Since 1974.
13 Q. What's your opinion as to
14 a six and a quarter versus a
15 seven-hour day?
16 A. Well, the seven-hour day
17 changed for several reasons. Ms.
18 Syta and I sat down and in planning
19 the schedule for this year we
20 introduced a lot of the
21 opportunities of students to use
22 computers during the day, critical
23 thinking exercises. They are not
24 sitting in class for seven straight
25 hours. We break them into small

1 groups, they do critical thinking
 2 sceneries, we give them patient
 3 scenarios as a group. Put some of
 4 those groups in the library, some in
 5 the classroom, divide them up, and
 6 they come back and present.
 7 And when Ms. Sypa
 8 and I looked at the change in the
 9 bargaining contract unit this year,
 10 that added a half an hour on to her
 11 day as a bargaining unit member. We
 12 agreed that we could reduce the
 13 number of class days and allow the
 14 students to have more time off. The
 15 students get very tired. Going to
 16 school five days a week for 18 weeks
 17 with very little breaks, except on
 18 Holidays, is very tiring. In
 19 looking at some literature that I
 20 had from previous seminars that I
 21 had attended, there's information in
 22 the literature that says that
 23 stressful situations either in work
 24 or at school, there should be a
 25 break every six weeks, at least a

1 three-day break, preferably over a
 2 weekend.
 3 And so we tried to
 4 set up the schedule by reducing the
 5 number of class days, going to
 6 seven-hour days, that will allow us
 7 to put in some vacation days during
 8 the year to give these students a
 9 break. We have seen the emotional
 10 and physical problems that come with
 11 being in class and being in a
 12 program that is very structured and
 13 has a lot of material. And so Ms.
 14 Sypa and I were in complete
 15 agreement to change the schedule
 16 this year by reducing the days, by
 17 going to seven-hour class days. And
 18 it has worked very well.
 19 Q. Now, as far as your role,
 20 I believe you previously testified
 21 that you have taught courses or been
 22 involved here in the nursing program
 23 here at the school?
 24 A. Yes.
 25 Q. And, just again, for what

1 capacity was that?
 2 A. Since I've been here?
 3 Q. Yes.
 4 A. As the practical nursing
 5 coordinator I took over the
 6 responsibilities that Mrs. Tubbs had
 7 when she was here and taught the
 8 same courses that she was teaching.
 9 Q. And does your job
 10 description provide for you to act
 11 in that capacity, to be involved in
 12 the program as far as teaching and
 13 clinical?
 14 A. Yes, it does.
 15 Q. I'm handing you what is
 16 going to be marked as School
 17 District ---.
 18 HEARING OFFICER:
 19 Probably 23 if you
 20 haven't done it.
 21 ATTORNEY BEARD:
 22 25. The two
 23 collective bargaining
 24 agreements were marked.
 25 (School District

1 Exhibit 25 marked
 2 for identification.)
 3 HEARING OFFICER:
 4 That's right.
 5 BY ATTORNEY BEARD:
 6 Q. Ms. Reichart, I'd ask you
 7 to let me know when you're done
 8 reviewing this document.
 9 WITNESS REVIEWS DOCUMENT
 10 A. Okay. I'm done.
 11 BY ATTORNEY BEARD:
 12 Q. Are you familiar with it?
 13 A. Yes, I am.
 14 Q. Can you identify it for
 15 the record, please?
 16 A. The document?
 17 Q. Yes.
 18 A. Yes. This is my job
 19 description as the Practical Nursing
 20 Coordinator for the Clearfield
 21 County Career and Technology Center.
 22 Q. Now, as part of your
 23 operational responsibilities, does
 24 it permit you to be involved in
 25 teaching in the clinical area?

1 A. Yes.
 2 Q. Could you point out for
 3 the Hearing Officer where that
 4 exactly is located?
 5 A. It's under the section
 6 titled operational, letter G,
 7 participates in classroom teaching
 8 and assists in clinical phase of the
 9 Curriculum as necessary.
 10 Q. And these are similar to
 11 the duties that your predecessor,
 12 Mrs. Tubbs, had carried out?
 13 A. Yes.
 14 Q. Now, Mrs. Schell testified
 15 that there are schools out there
 16 that operate programs upwards as
 17 high of 1,600 hours. Are you
 18 familiar with that testimony?
 19 A. Yes, I am.
 20 Q. Would you agree with her
 21 that it varies from school to school
 22 and district to district?
 23 A. Yes, it does.
 24 Q. Are you familiar with
 25 other practical nursing programs in

1 the state?
 2 A. Yes, I am.
 3 Q. I'm going to hand what you
 4 is going to be marked as School
 5 District 26.
 6 (School District
 7 Exhibit 26 marked
 8 for identification.)
 9 BY ATTORNEY BEARD:
 10 Q. Are you familiar with that
 11 document?
 12 A. Yes, I am.
 13 Q. Could you identify for the
 14 record what that document is?
 15 A. Yes. This was a survey
 16 that came over my E-mail here at the
 17 Vo-tech from Marion Minahan
 18 (phonetic) who is the program
 19 coordinator at Jeff Tech's Practical
 20 Nursing Program. And the questions
 21 that she asked and actually sent by
 22 E-mail to all the schools asking
 23 people please to respond to this
 24 E-mail survey. And at the bottom of
 25 the survey she asked if we would

1 like copies, and I told her yes.
 2 And this is the copy that she sent
 3 to me and I received it on 3/16/00.
 4 Q. And what do you do with
 5 this type of information?
 6 A. This is information that
 7 we look at as an organization. The
 8 practical nursing programs have an
 9 organization in the state and we are
 10 broken down into different
 11 districts. Clearfield belongs to
 12 the North West District. And when
 13 we meet as sub-districts every two
 14 months, we look at tuition, we look
 15 at hours in the program, we discuss
 16 how many students we have, what are
 17 we doing to make our programs
 18 better, we have guest speakers come
 19 in. And then annually we get
 20 together at Lewisburg in May for a
 21 meeting with the State Board of
 22 Nursing and then we bring in
 23 speakers also to help with our
 24 programs. So it's information that
 25 all of us are comparing and

1 utilizing to help make our programs
 2 efficient.
 3 There has been a lot of
 4 closings of nursing programs in the
 5 State of Pennsylvania in the last
 6 two years. And it's a grave concern
 7 to all of us in nursing and we're
 8 trying to make our programs survive.
 9 Q. Now, this information,
 10 this kind of information that you
 11 would supply to the Joint Operating
 12 Committee?
 13 A. Yes. It could be supplied
 14 to the Joint Operating Committee.
 15 Q. Now, just a couple other
 16 questions here. I heard Mrs. Schell
 17 testify that there is a course
 18 called CV, cardiovascular; is that
 19 what that is?
 20 A. It's an unit out of
 21 Med-Surge II.
 22 Q. I believe I heard her
 23 testify that you taught that last
 24 year. Did you teach that last year?
 25 A. I taught it the first year

1 I was here in '98. That was when we
2 still had two classes a year and we
3 were desperately trying to recruit.
4 We were having trouble recruiting
5 for our last class that year. In
6 fact, we only had --- we had much
7 difficulty with that class.

8 And at that time when I
9 got done teaching that course, I
10 told her I felt that since I wasn't
11 doing clinical at the hospital that
12 it was very difficult for me to keep
13 up with the clinical content of what
14 is happening at the hospital, the
15 drugs that are being used, et
16 cetera, when I'm not there with the
17 students. And, therefore, I felt
18 that it would be better taught by
19 the instructor who is there with
20 students. So I told her at that
21 time that she would probably be
22 teaching this the next time that it
23 would be taught the next year.

24 Q. Now, are you familiar with
25 --- I'm going to show you S-7 and

1 S-8. Let me know when you're done.

2 A. Yes. I'm familiar with
3 these.

4 Q. What is S-7 and S-8?

5 A. Annual faculty performance
6 evaluations of faculty for the
7 nursing program.

8 Q. Now, draw your attention
9 to S-7. You were here when Mrs.
10 Schell testified?

11 A. Uh-huh (yes).

12 Q. Would you agree with her
13 assessment, wherever there is an X
14 and you put the initials ER you
15 marked her up?

16 A. Yes. I would agree with
17 that.

18 Q. Now, going back to the
19 second page under the comments
20 section. Are you familiar with
21 that?

22 A. Yes, I am.

23 Q. Could you explain for the
24 Hearing Officer and the Joint
25 Operating Committee member here how

1 you undertook the evaluation of Mrs.
2 Schell for '97-'98?

3 A. Well, since I had only
4 been with the program since December
5 of that year and this was an annual
6 evaluation, I had not been there in
7 May through November to really
8 assess them. So I told the faculty
9 for this period of time, that I felt
10 that self-evaluation should be a
11 part of this, since the majority of
12 that time they were not supervised
13 by me. So I asked the faculty to
14 complete a self-evaluation and mark
15 where they felt they were in terms
16 of performance. And that would I go
17 back over it and look at it and then
18 we would sit down and discuss it.

19 Q. Under the comments it says
20 supervisor. Whose comments are
21 those?

22 A. Those comments are mine.
23 When Mrs. Schell and I sat down to
24 go over this and I showed her and
25 told her why I had marked her up in

1 a few things. I read my comments to
2 her because my writing is difficult
3 to read, it's small, and I've been
4 told over the years it's difficult
5 to read. And I wanted to bring out
6 to her and I did bring out to her at
7 that time that we were seeing and
8 had some concerns about her visual
9 difficulties and we were concerned
10 about her safety in the department.
11 Because there was days where she
12 walked into doors, doors were
13 closed. There were days that she
14 was having obvious difficulty
15 getting around the department. And
16 I kind of explained to her that
17 under the Americans with
18 Disabilities Act, she had the right
19 to ask for accommodations for her
20 disabilities and we could try to
21 meet those accommodations if they
22 were reasonable.

23 Q. What happened after you
24 read that to her?

25 A. She said that she felt

1 that she did not need any
2 accommodations and that she was
3 having surgery planned for this, and
4 she felt at this time that she did
5 not want to request anything more.
6 Q. Now, did you hand that
7 evaluation to her?
8 A. Did I hand it back to her?
9 It probably went into the file after
10 this.
11 Q. Well, how do you account
12 for her comments at the bottom?
13 A. I don't remember when she
14 made the comments at the bottom,
15 whether she made them when she
16 filled the evaluation out. Don't
17 recall.
18 Q. Let me put it this way.
19 Did you fill your written comments
20 in after you had already given her
21 the evaluation and she never had an
22 opportunity to see these comments?
23 A. No. She had an
24 opportunity to see those comments
25 because I read them to her during

1 the evaluation and the discussion.
2 Q. Is that her printing?
3 A. Yes, it is. In fact, I
4 may have asked her if she wanted a
5 copy of it at that time. Because
6 generally I ask people who I'm
7 evaluating if they would like a copy
8 at that time. And if they would, I
9 usually give it to them. The typed
10 copy ---
11 Q. You're referring to S-8
12 now?
13 A. S-8. The time we did
14 this, my secretary was unable to
15 type it. And I told her that we
16 would have these typed and we would
17 sign them later. But we never got
18 to the later. The typing sat most
19 of the summer that year in the
20 file. It wasn't the priority to get
21 it done. And, therefore, we had
22 never had the opportunity to go sit
23 down and sign the typed copy.
24 Q. Would it be presumptuous
25 of me to ask that the only

1 difference between the two copies is:
2 one is typed and unsigned and the
3 other one is handwritten and signed?
4 A. Right.
5 Q. Ms. Reichart, when
6 information was requested by Mrs.
7 Schell's attorney to be provided,
8 who photocopied the documents to
9 send to me so they could be sent to
10 Attorney Colavecchi?
11 A. I did.
12 Q. At the time you photo
13 copied it, how many pages did S-7
14 contain?
15 A. Two.
16 Q. The same two that you see
17 in front of you?
18 A. Yes.
19 Q. Did you at any time doctor
20 this performance evaluation?
21 A. No, I did not.
22 ATTORNEY BEARD:
23 Give me 30 seconds
24 here.
25 ATTORNEY REVIEWS NOTES

1 BY ATTORNEY BEARD:
2 Q. Ms. Reichart, as it
3 relates to this particular case,
4 this furlough of Mrs. Schell, did
5 you recommend an alteration
6 curtailment of the program because
7 Mrs. Schell had had a medical
8 condition?
9 A. No.
10 Q. Did you ever hear anybody
11 express or insinuate that she should
12 be gotten rid of because of these
13 medical issues?
14 A. No, I have not.
15 ATTORNEY BEARD:
16 I don't have any
17 further questions.
18 HEARING OFFICER:
19 Cross.
20 ATTORNEY RODKEY:
21 Just a couple, Ms.
22 Reichart.
23 RECROSS EXAMINATION
24 BY ATTORNEY RODKEY:
25 Q. Going back to the August

1 '99 sudden increase in students.
 2 Are you aware of whether such a
 3 large influx ever happened before in
 4 such a short period, last-minute
 5 fashion before in the program?
 6 A. In this program?
 7 Q. Yes.
 8 A. No. I'm not. I haven't
 9 looked back at the records to see.
 10 I know it's happened in other
 11 schools the same way during the same
 12 year.
 13 Q. But we're talking here.
 14 The question was here. Do you know
 15 that happening before?
 16 A. I'm not aware because I
 17 don't have the information.
 18 Q. Now, you testified to your
 19 job description and so forth. What
 20 percentage of your time is spent
 21 teaching?
 22 A. Percentage-wise?
 23 Q. Yes.
 24 A. I'd have to go back and
 25 calculate it.

1 Q. If you can give us an
 2 estimate?
 3 A. The last time I looked it
 4 was around 36 percent. It may be
 5 around 45 percent now.
 6 Q. Now, is that classroom?
 7 A. And clinical together.
 8 Q. That's clinical and class
 9 together. The evaluation form, S-7,
 10 you do agree that your comments were
 11 added there after Mrs. Schell signed
 12 that and wrote her comments as
 13 instructor?
 14 A. No. I am not agreeing to
 15 that at all. I'm sure it was
 16 written there when Mrs. Schell
 17 signed it because I read it to her.
 18 I couldn't have read it to her
 19 without the comments being there.
 20 Q. Well, you said something
 21 in your testimony about running into
 22 doors and walking and something
 23 about steps. That's not in there is
 24 it?
 25 A. No, that's not in there.

1 That was part of the discussion I
 2 had with her during the evaluation
 3 process. That's why I explained
 4 to her the statement, visual
 5 difficulties are progressing. And I
 6 said, Judy, we've seen you walk into
 7 doors, we've seen you come to work
 8 with two different color shoes on.
 9 There are obvious things that we are
 10 seeing that are telling us that your
 11 visual difficulties are getting
 12 worse. And what I said was, safety
 13 is a concern for us. If you walk
 14 into a glass door and you're
 15 injured, then it's a problem. Is
 16 there anything that we can do to
 17 help you until you have your
 18 surgery? Is there anything that you
 19 are requesting from us in terms of
 20 making accommodations? So that she
 21 wouldn't injure herself on the job.
 22 Q. The form is dated May
 23 18th, '98 and that's in Mrs.
 24 Schell's handwriting. When did
 25 you upgrade her in these several

1 categories and had your initials?
 2 When did that happen?
 3 A. I don't recall. I'd have
 4 to go back to my calendar and see if
 5 I noted it there.
 6 Q. When did you have the
 7 meeting with her to discuss this?
 8 A. I'd have to go back to my
 9 folder and look when we met.
 10 Q. Would it have been
 11 sometime after May 18th?
 12 A. It may have been.
 13 Q. Just one final question or
 14 two. The document marked School
 15 District 26, that survey, you didn't
 16 prepare any of this; is that
 17 correct?
 18 A. That's correct.
 19 Q. Some other person did
 20 based on her contacts of other
 21 people?
 22 A. Yes.
 23 Q. You said this could have
 24 been shared with the Joint Operating
 25 Committee. Do you know if it was?

1 A. I'm not sure that --- it
 2 has not because I shared it with
 3 Doctor Makin but I haven't put it in
 4 any form to present to the Joint
 5 Operating Committee.
 6 ATTORNEY RODKEY:
 7 Thank you. That's
 8 all I have.
 9 HEARING OFFICER:
 10 Move your exhibits?
 11 ATTORNEY BEARD:
 12 One second.
 13 ATTORNEY REVIEWS NOTES
 14 REDIRECT EXAMINATION
 15 BY ATTORNEY BEARD:
 16 Q. Ms. Reichart, I'm just
 17 showing you part of which was marked
 18 as Schell Nine.
 19 ATTORNEY RODKEY:
 20 I'm sorry, Mr. Beard,
 21 what are you showing her?
 22 ATTORNEY BEARD:
 23 Schell Nine.
 24 BY ATTORNEY BEARD:
 25 Q. Under the heading

1 documents of which I have copies,
 2 this letter that is on here from
 3 you. Are these things that you
 4 would put in the personnel file?
 5 A. No. We keep an outgoing
 6 correspondence file, and incoming
 7 and outgoing correspondence file
 8 from the program.
 9 ATTORNEY BEARD:
 10 I don't have any
 11 other questions.
 12 ATTORNEY RODKEY:
 13 I have no other
 14 questions.
 15 ATTORNEY BEARD:
 16 I would move the
 17 various exhibits in at
 18 this point, at least the
 19 Administration Exhibits.
 20 ATTORNEY RODKEY:
 21 I have no objection
 22 to Number 25. What was
 23 the other one? There were
 24 just two, Mr. Beard, was
 25 there?

1 ATTORNEY BEARD:
 2 Well, there's 23 and
 3 24 which is the collective
 4 bargaining agreements.
 5 ATTORNEY RODKEY:
 6 I have no objections
 7 to 23 and 24, I do object
 8 to 26. It's clearly and
 9 obviously hearsay. I
 10 believe it's also now
 11 irrelevant because she
 12 indicated that it was not
 13 supplied to the Joint
 14 Operating Committee
 15 anyhow, so it couldn't be
 16 a basis of any decision
 17 that they might have made.
 18 ATTORNEY BEARD:
 19 Well, I'd like to
 20 respond. I'd also like to
 21 note that Mrs. Schell
 22 opened up the door on
 23 Direct Examination talking
 24 about the other programs
 25 in the state that go up to

1 1,600 hours and her
 2 familiarity. And that in
 3 part is brought in to
 4 demonstrate what other
 5 things are going into and
 6 look and impeach or
 7 address some of the things
 8 that she said as it
 9 relates to her knowledge
 10 of programs across the
 11 state, because it has
 12 hours and programing, days
 13 and program and it shows
 14 the number of classes.
 15 And I think it is
 16 relevant.
 17 ATTORNEY RODKEY:
 18 I think the subject
 19 matter might be relevant,
 20 but the fact that Mr.
 21 Beard didn't object to
 22 something that might have
 23 been hearsay by Mrs.
 24 Schell does not mean that
 25 I waive the right to do so

1 when he introduces hearsay
2 evidence. It's not a
3 subject matter issue, it's
4 an evidentiary issue.

5 HEARING OFFICER:

6 Well, I think it
7 forms the basis for ones
8 thoughts and ideas and
9 things like that. It
10 seems to me to some degree
11 it's admissible. I'm
12 going allow it.

13 I recognize, at
14 least a good bit of it,
15 that she hasn't prepared
16 or somebody else hasn't
17 prepared is hearsay. But
18 we'll allow it for what
19 it's worth and give it
20 whatever weight, if any,
21 it's due. I don't know if
22 it's due any weight. But
23 certainly your client did
24 address the issue and I
25 think to some extent they

1 can address it as well. I
2 don't know if it's a big
3 deal, but I'm going allow
4 it and give it whatever
5 weight we think is
6 appropriate. Any other
7 witnesses?

8 ATTORNEY RODKEY:

9 I want to call Mrs.
10 Schell on Redirect, very
11 briefly.

12 HEARING OFFICER:

13 Okay.

14 JUDITH SCHELL, PREVIOUSLY SWORN,

15 RECALLED TO TESTIFY

16 REDIRECT EXAMINATION

17 BY ATTORNEY RODKEY:

18 Q. Judith, I call your
19 attention Exhibit S-7, that's the
20 '97-'98 rating form. You testified
21 that the supervisor's comments were
22 not written on there when you
23 completed the form on May 18th; is
24 that correct?

25 A. That's correct.

1 Q. When did you first see the
2 writing on there which has been
3 under the heading comments
4 supervisor?

5 A. I first saw it and read it
6 on the 27th of March when I came in
7 and got the second page to this
8 evaluation which was not originally
9 in what Mr. Colavecchi received.

10 Q. When you had the follow-up
11 conference to the rating which would
12 have been sometime after May 18th,
13 was the supervisor's comments read
14 to you?

15 A. I do not recall that they
16 were. I recall her asking me if
17 there were any devices that the
18 school could get to help me. That's
19 the extent that I was familiar
20 with. Everything else looked very
21 new to me when I read it last week.

22 Q. Do you remember at that
23 conference being brought up that you
24 had trouble with steps, that you had
25 walked into doors and so forth?

1 A. She said to me, are you
2 having trouble with steps --- or to
3 help you with steps? And I said,
4 I'm not having trouble. As far as
5 walking into doors, this is the
6 first I heard of that. And I don't
7 know when that happened.

8 ATTORNEY RODKEY:

9 Thank you. That's

10 all.

11 RECROSS EXAMINATION

12 BY ATTORNEY BEARD:

13 Q. Mrs. Schell, this is your
14 handwriting on S-7; correct?

15 A. Yes.

16 Q. And I'd just ask you to
17 take a look at that document. Now,
18 that is your printing that slants
19 down way below Elsie Reichart's
20 comments; correct? First line,
21 teacher teaching practical nursing
22 continues to be both challenging and
23 when it goes down like from 12
24 o'clock high to 2 o'clock high?

25 A. Yes.

1 Q. You wrote that?
 2 A. Yes.
 3 Q. And so you wrote around
 4 Elsie's comments; correct?
 5 A. No.
 6 Q. So it just slanted that
 7 way naturally?
 8 A. Yes.
 9 ATTORNEY BEARD:
 10 Okay. No other
 11 questions.
 12 ATTORNEY RODKEY:
 13 Nothing.
 14 HEARING OFFICER:
 15 Far be it for an
 16 attorney to suggest that
 17 anything is slanted. Any
 18 other questions or
 19 witnesses?
 20 PARTIES INDICATE NO
 21 HEARING OFFICER:
 22 All right. I guess I
 23 should read into the
 24 record, for the record,
 25 the documents introduced

1 by the Administration at
 2 the first hearing. So I
 3 will do that. I'm
 4 assuming I don't have to
 5 do the same with today's
 6 documents. And I guess at
 7 the risk of me giving up
 8 the only copies I have, I
 9 will give these to the
 10 Stenographer to keep with
 11 the official record which
 12 I will receive. Is that
 13 all right with counsel?
 14 ATTORNEY BEARD:
 15 Would it be possible
 16 to just forward to the
 17 Association and Attorney
 18 Colavecchi just these
 19 copies when they become
 20 available, these 22 and 24
 21 the collective bargaining
 22 agreement? They might
 23 have copies up here.
 24 HEARING OFFICER:
 25 You mean here at the

1 school? Yes, I'd like a
 2 copy as well. So maybe
 3 Doctor Makin can do that.
 4 DOCTOR MAKIN
 5 What do you need?
 6 HEARING OFFICER:
 7 Copies of the two
 8 collective bargaining
 9 agreements.
 10 DOCTOR MAKIN:
 11 Okay.
 12 HEARING OFFICER:
 13 All right. A-1 is a
 14 memorandum to the Joint
 15 Operating Committee from
 16 Elsie Reichart, dated
 17 December 14, 1998.
 18 A-2 is a letter to
 19 Judith S. Schell from
 20 Terry E. Horton, Executive
 21 Director, dated December
 22 29, 1998.
 23 A-3 is a document
 24 dated February 2, 1999.
 25 That first sentence reads,

1 these are the numbers I
 2 requested applications for
 3 the following years; and
 4 then it lists them.
 5 A-4A is a copy of the
 6 Joint Operating Committee
 7 minutes of February 8,
 8 1999. A-4B is captioned
 9 at the top March
 10 1999-2000, and this is an
 11 enrollment listing. A-4C
 12 is the State Board of
 13 Nursing Regulations
 14 Title 49 Section 21.221.
 15 4A, B and C are stapled
 16 together.
 17 A-5 is a copy of the
 18 minutes of the Joint
 19 Operating Committee for
 20 February 8, 1999, a
 21 two-page document.
 22 A-6 is a letter to
 23 Judith S. Schell from
 24 Terry E. Horton, dated
 25 February 15, 1999.

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1 A-7 is a letter dated
 2 March 2nd, 1999 to Mrs.
 3 Marion Gray, G-R-A-Y, at
 4 the Department of
 5 Education and it is signed
 6 by Terry E. Horton.
 7 A-8 is a letter dated
 8 March 16, 1999 from Marion
 9 K. Gray to Terry E.
 10 Horton.
 11 A-9 is a letter dated
 12 May 20, 1999 to Judith
 13 Schell from Elsie
 14 Reichart.
 15 A-10 is a letter
 16 dated June 30, 1999 to
 17 Judith S. Schell from
 18 Doctor Robert Dreibelbis,
 19 Superintendent of Record.
 20 A-11 is a letter
 21 dated August 9, 1999 to
 22 Mrs. Judy Schell from
 23 Richard C. Makin,
 24 M-A-K-I-N, Director of, of
 25 course, the Vo-tech.

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1 A-12 is a letter from
 2 Judith S. Schell to
 3 Richard C. Makin dated
 4 September 9, 1999.
 5 A-13 is a letter
 6 dated September 14, 1999
 7 to Mrs. Judith S. Schell
 8 from Doctor Richard Makin.
 9 A-14 is a letter
 10 dated September 20, 1999
 11 from Judith S. Schell to
 12 Richard Makin. A-15 is a
 13 letter from Randal C.
 14 Rodkey to Carl P. Beard
 15 via FAX, dated September
 16 21, 1999.
 17 A-16 is a
 18 Pennsylvania Supreme Court
 19 Decision known as Bristle
 20 Township School District
 21 v. Karafin, K-A-R-A-F-I-N.
 22 A-17 is a Basic
 23 Education Circular 24 PS
 24 Section 11-1124.
 25 A-18 is captioned at

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1 the top PN Program
 2 Proposal for one class per
 3 year. It's a two-page
 4 document. No date on it.
 5 A-19 is a letter
 6 dated March 10, 1999 to
 7 Marian, M-A-R-I-A-N, H.
 8 Limo, L-I-M-O; Executive
 9 Secretary of Pennsylvania
 10 State Board of Nursing
 11 from Elsie Reichart.
 12 A-20 is a letter to
 13 Elsie Reichart dated March
 14 17, 1999 from Carol Mohl
 15 M-O-H-L, -Jones,
 16 J-O-N-E-S, Nursing
 17 Education Advisor at the
 18 Department of State Bureau
 19 of Professional and
 20 Occupational Affairs.
 21 A-21 is a letter from
 22 the National League for
 23 Nursing Accrediting
 24 Commission dated April
 25 26th, 1999 to Elsie

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1 Reichart.
 2 A-22 is I guess
 3 similar to A-26, it's a
 4 document summarizing
 5 nursing schools enrollment
 6 instructor who does
 7 financial aid, et cetera.
 8 I think that's all
 9 the exhibits that were
 10 introduced at that
 11 hearing; is that correct?
 12 PARTIES INDICATES YES
 13 HEARING OFFICER:
 14 So 23, 24 are the
 15 collective bargaining
 16 agreements and 25, 26. I
 17 heard a different name for
 18 this school. Should I be
 19 referring to this as a
 20 different school now as
 21 opposed to the Clearfield
 22 County Vocational
 23 Technical School?
 24 MS. REICHART:
 25 Well, the name change

1 is in place officially
2 with the Department of
3 Education. It will be
4 July 1st, but we have been
5 instructed by Doctor Makin
6 to go ahead and start
7 using the term or
8 answering with that and
9 changing our letterheads.
10 It is in progress.

11 HEARING OFFICER:

12 I like to be
13 technically accurate. I'm
14 going to continue, if no
15 one's offended, to refer
16 to this as the Clearfield
17 County Vocational
18 Technical School for
19 purposes of this matter.
20 I am assuming that's based
21 on prior discussions, you
22 don't want to close, but
23 you choose to file briefs
24 with me?

25 ATTORNEY BEARD:

1 will attach them to the
2 transcript for this
3 hearing. Anything else on
4 the record?

5 ATTORNEY RODKEY:

6 I'd just like to
7 indicate that we would
8 like a regular
9 stenographic transcript
10 from the hearing.

11 HEARING OFFICER:

12 I guess I want
13 whatever you should send
14 me. Okay. You will see
15 that we get copies of the
16 two collective bargaining
17 agreements?

18 ATTORNEY BEARD:

19 Doctor Makin will.

20 DOCTOR MAKIN:

21 Very well.

22 HEARING OFFICER:

23 Okay. This hearing
24 is closed. Thank you all
25 very much.

1 Yes.

2 HEARING OFFICER:

3 And what is your
4 pleasure, Counsel?

5 ATTORNEY RODKEY:

6 I think the last time
7 we indicated like 20 days
8 or so after the record is
9 received. Not knowing
10 when that would be, I
11 don't think we can pick a
12 date.

13 HEARING OFFICER:

14 Okay. And I'll just
15 notify you when I receive
16 it. Is that all right?

17 ATTORNEY RODKEY:

18 Yes.

19 OFF RECORD DISCUSSION

20 HEARING OFFICER:

21 For the record, I
22 will give the Stenographer
23 a copy of all of the
24 exhibits I have received
25 in both hearings and she

1 * * * * *

2 HEARING CONCLUDED AT 1:17 P.M.

3 * * * * *

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 40:9 71:15 89:14
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write [1] 81:1
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 150:3

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 131:13

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year [31] 14:9 14:11
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 87:8 90:16 115:23
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 123:16 129:24 129:24
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yesterday [1] 72:9
yet [2] 19:11 110:11
York [1] 12:15
yourself [2] 61:8
 103:2

1
2 COMMONWEALTH OF PENNSYLVANIA:

3 : SS

4 COUNTY OF CLEARFIELD:

5 CERTIFICATE

6
7 I, Lahana M. Judy, Notary Public in and for the Commonwealth of
8 Pennsylvania, do hereby certify:

9 That the witness was hereby first duly sworn to testify to the truth, the whole
10 truth, and nothing but the truth; that the foregoing deposition was taken at the time
11 and place stated herein; and that the said deposition was taken in Shorthand by me
12 and reduced to typewriting, and constitutes a true and correct record of the testimony
13 given by the witness.
14

15 I further certify that the reading and signing of said deposition
16 were (not) waived by counsel for the respective parties and by the witness.
17

18 I further certify that I am not a relative, employee or attorney of any of the
19 parties, nor a relative or employee of counsel, and that I am in no way interested
20 directly or indirectly in this action.

21 IN WITNESS WHEREOF, I have hereunto set my hand and stamp this

22 26 day of April 2000
23

24 *Lahana Judy*
25

NOTARIAL SEAL
LAHANAM. JUDY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires Aug. 18, 2003

• PITTSBURGH, PA

• CLEARFIELD, PA

• BELLEFONTE, PA

• ERIE, PA

• OIL CITY, PA

• HARRISBURG, PA

SARGENT'S
COURT REPORTING
SERVICE, INC.

210 Main Street
Johnstown, PA 15901

• INDIANA, PA

• GREENSBURG, PA

• PHILADELPHIA, PA

• SOMERSET, PA

• WILKES BARRE, PA

• CLEARFELTON, PA

A-1

Memorandum

To: Joint Operating Committee
From: Elsie Reichart, PN Coordinator
Date: December 14, 1998
Re: Enrollment decline

Statewide there has been a significant decline in applications for practical nursing programs. At the Northwest Regional meeting of Practical Nursing Programs, on 12/10/98 all coordinators expressed great concern regarding declining enrollment. We are also expressing a decline in applications and enrollment. Traditionally, there has been a waiting list for entrance into our program. We noted a decrease in application requests starting in September of this year. As of this date, we only have 3 applicants accepted that have indicated they plan to attend the March 1999 class. Last year at this time we had 15 applicants enrolled.

The enrollment status of practical nursing programs in our Northwest Region is as follows:

Lawrence County Vo-Tech did not admit a September Class because of poor enrollment. They furloughed 1 faculty member and will now admit only 1 class per year starting in 1999.

Clarion County only has 3 enrolled for March 1999 class. They are in process of planning to move to 1 one class a year and will furlough faculty if enrollment of 12 is not met for March 1999

Erie County admits 1 class of 35 a year in January. To date they only have 21 enrolled for January 1999.

Venango County admits one class a year in August. Their request for applications has dropped nearly 50%.

Crawford County admits one class a year. They currently have 18 enrolled.

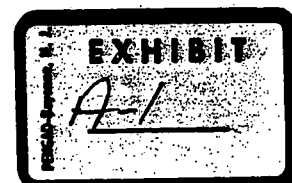
Mercer County admits one class a year and currently have 20 enrolled.

Warren County closed their nursing program in August 1998.

Our goal for this budget year was to admit 20-22 students for each class in September and March classes in an effort to keep tuition costs down. We enrolled 20 students in September 1998 and have 18 currently attending.

Recruitment efforts in the last 4 months have included:

- Recruitment fairs at area nursing, and personal care homes.



February 2, 1999

- Career night at Curwensville High School.
- Recruitment visits to high schools in our school district.
- Posters of interest placed in surrounding area businesses, libraries, and bulletins boards of public interest
- Paid radio announcements
- Public service announcements sent to all radio and TV stations in surrounding area .
- Announcements sent to all hospitals of openings for applicants.
- Articles about practical nursing in newspapers.
- Paid Educational advertisement ads in newspapers of surrounding area.
- Open house planned for 1/7/99 at the practical nursing program facilities.
- Letters and phone calls to funding agencies including JTPA, NCP, Department of Public Welfare, Office of Employment Security, and office of Vocational Rehabilitation.
- Blood pressure screenings at Clearfield Mall on weekends during December.
- Letters to all previous applicants who have not attended.

As of this date I am preparing a proposal for admitting one class per year. This is in response to the current trends and the fact that a March 1999 class may not be realized. One full time faculty member would need to be furloughed by March 1, 1999 if enrollment is not met, and according to contract agreement sixty (60) calendar day notice is needed. An additional tuition increase may be necessary if one class a year is accepted.

All of the schools in our Northwest region have higher tuition rates than Clearfield County Vo-Tech. Currently our tuition is \$5,500 and is approved for increase to \$6,000 for the September 1999 class.

Crawford County	\$7,500	Jeff Tech	\$9,000
Mercer County	\$7,500	Lawrence County	\$6,900
Venago	\$7,500	Clarion	\$7,250

I will continue to recruit for the March 1999 class, and would appreciate any suggestions for recruitment.

A-2

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

RURAL ROUTE No. 1 - BOX 5
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5308

TERRY E. HORTON
EXECUTIVE DIRECTOR

KENNA L. WILLIAMS
ASSISTANT DIRECTOR

December 29, 1998

Mrs. Judith S. Schell
615 Park Avenue
Clearfield, PA 16830

Dear Mrs. Schell:

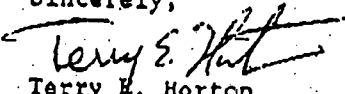
As per our conversation December 23, 1998 concerning the enrollment of the 1999 March Class, presently there are four students enrolled.

As per the Professional Contract Agreement Article III (Rights of Professional Employees) G, #1 (Changes in Employment) this letter is to notify you of a change in employment, effective March 1, 1999.

This change will be either a reduction in days and hours or the position may be eliminated due to program restructuring due to lack of enrollment.

Please feel free to contact me and/or Mrs. Reichart, Practical Nursing Coordinator, to discuss the necessary changes for a smooth transition, and future of the program.

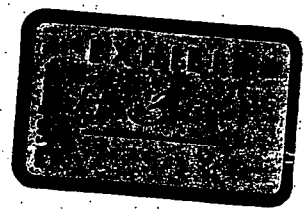
Sincerely,


Terry E. Horton
Executive Director

CC: Mrs. Reichart
File ✓

TEH/evp





FEBRUARY 2, 1999

THESE ARE THE NUMBERS OF REQUESTED APPLICATIONS FOR
THE FOLLOWING YEARS:

1999 - 15 UP TO 2/2/99
1998 - 94
1997 - 149
1996 - 178
1995 - 172
1994 - 195
1993 - 254
1992 - 352

ENROLLMENT

MARCH 94-95 CLASS

20 STARTED
18 GRADUATED

MARCH 95-96 CLASS

19 STARTED
12 GRADUATED

MARCH 96-97 CLASS

18 STARTED
14 GRADUATED

MARCH 97-98 CLASS

18 STARTED
16 GRADUATED

MARCH 98-99 CLASS

15 STARTED
12 TO GRADUATED 2/26/99

SEPTEMBER 94-95 CLASS

19 STARTED
19 GRADUATED

SEPTEMBER 95-96 CLASS

18 STARTED
14 GRADUATED

SEPTEMBER 96-97 CLASS

19 STARTED
17 GRADUATED

SEPTEMBER 97-98 CLASS

18 STARTED
14 GRADUATED

SEPTEMBER 98-99 CLASS

20 STARTED
18 ENROLLED CURRENTLY

B. New Business Cont'd

3. Upon recommendation of Voc-Tech Director, in accordance with Section 1124.2 of the Pennsylvania Public School Code of 1949, as amended, in order to promote a more effective and efficient educational system, and to conform with standards of reorganization, that the following be made effective for the 1999 Practical Nursing Program:
 1. Approve restructuring of the Practical Nursing Program.
 2. Operate one class of at least 20 students per year versus two classes per year. This means that the Practical Nursing Class Scheduled to begin March 1, 1999, will be eliminated and the only class to be offered in the Practical Nursing Program will be in September 1999. This action is to conform with standards of reorganization and due to low course enrollment which, as of the date of this Motion class was five (5) students for the March 1999 class.
 3. Propose a reduction of one (1) full time Practical Nursing Instructor beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in restructuring in addition to low course enrollment. The individual to be affected is Mrs. Judith Schell, Practical Nursing Instructor who is the least senior PN instructor.
 4. Propose the work year of one Secretary/Financial Aid Coordinator be reduced from 222 days to 212 days beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in program restructuring in addition to low course enrollment. The individual to be affected is Melissa Phelps.
 5. Propose the work year of the Practical Nursing Coordinator be reduced from 222 days to 212 days beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in restructuring in addition to low course enrollment. The individual to be affected is Elsie Reichart.
 6. Propose the work schedule of a student intern secretarial position be reduced by 70 hours beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in restructuring in addition to low course enrollment.

Be it further resolved that the recommendation of the Director of the Vocational-Technical School be approved and that the necessary paperwork be undertaken to obtain any necessary approvals from the Department of Education and notify the affected employees of this action.

APPROVED

REJECTED

DEFERRED



MARCH 1999-2000

Ten applicants met qualifications for enrollment as of 1/28/99. Deposit of \$100.00 acceptance fee and enrollment fee paid by 5 applicants as of 2/4/99. At this point enrollment is significantly below past course enrollment of 15-18 students. Clearfield County Vo-Tech Director recommendations:

1. Nursing Program begin administration of one class of 30 students per year in September 1999.
2. During the period March 1, 1999-August 31, 1999 a reduction of 1 full time least senior practical nursing instructor.
3. Reduction of Practical Nursing Coordinator current contract days from 222 to 212
4. Reduction of Secretary/Financial Aid Coordinator days from 222 to 212.
5. Reduction of student intern secretarial hours by 70 hours.



A-4 (c)

Pt. I

Ch. 21

STATE BOARD OF NURSING

49 § 21.221

ual agreements.

hall be presented to the

gram.

curriculum plans.

nation.

(b) shall be submitted

matters are to be con-

Administrative Code of 1929 (71

July 2, 1983. 13 Pa.B. 2061.

TEACHING

the practical nursing
include those that are
are off the school pre-
the following:
nnel shall be provided
essential for attainment

conference rooms and
program. The number
imum student enroll-

uately heated, lighted

e equipment and sup-
irments of both stu-

76 Commonwealth of Pennsylvania

(iii) The curriculum outline and instructional methods utilized by the faculty shall be determinative in the selection and maintenance of the facilities needed in the individual practical nursing program.

(b) Concerning adequate storage space for general supplies and equipment, policies shall be in existence for the replacement of equipment, furnishings, and supplies.

(c) Library facilities and resources, which are planned and maintained to meet the specific needs of the student and the faculty shall be as follows.

(1) The physical equipment of the library shall include adequate lighting and ventilation, sufficient tables and comfortable chairs, space for proper display of library holdings and exhibits and appropriate work space for the librarian.

(2) Provision shall be made for adequate storage space to maintain the safety and security of the library materials and holdings.

(3) Library holdings shall include sufficient reference titles, periodicals and other educational materials, as well as supplementary aids to achieve the objectives of the program.

Source

The provisions of this § 21.211 amended July 1, 1983, effective July 2, 1983. 13 Pa.B. 2061.

STUDENTS

§ 21.221. Selection and admission.

(a) Admission standards shall conform with the following:

(1) Policies and procedures related to the selection and admission of students are the responsibility of the individual program. Consideration shall be given to scholastic aptitude, academic achievement, personal qualities and physical and emotional health.

(2) Applicants shall have completed work equal to a standard high school course as evaluated by the Credentials Evaluation Division of the Pennsylvania Department of Education.

(b) The Board recommends that only one class be admitted per year. The number of candidates for each class shall be determined by the educational and clinical resources which the program can provide.

(c) Advanced standing shall conform with the following:

(1) The Board encourages practical nursing programs to thoughtfully review their respective curricula to identify where opportunity can be provided for the recognition and validation of previous education and experience of prospective applicants. Advanced placement proposals developed may then be submitted for review and approval by the Board.

21-67

(214461) No. 260 Jul. 96



Clfd. Co. Voc-Tech School Oper. Comm.
Minutes, meeting of 2/8/99

Agenda-New
Business
Cont'd

The Operating Committee reinstate nineteen sick days to Judith Schell.

Motion by Holenchik seconded by DuBois
to reinstate nineteen sick days to Judith Schell.

Sick Days
reinstated
PN
Judy Schell

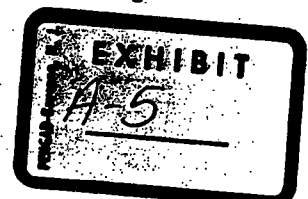
Roll Call Vote: DuBois, yea; Cidor, yea;
Veiheffer, yea; Holenchik, yea; Francisko,
yea; and Shimmel, yea. Motion carried.

Mr. Horton handed out a list dated 2/2/99 from the Practical Nursing Dept. showing requested applications from the year 1992 to present. There certainly has been a decline in the numbers, but it also across the state advised Mr. Horton.

Agenda-B-
New Business
#3
Practical
Nursing
Program
Restructuring

Upon recommendation of Voc-Tech Director, in accordance with Section 1124.2 of the Pennsylvania Public School Code of 1949, as amended, in order to promote a more effective and efficient educational system, and to conform with standards of reorganization, that the following be made effective for the 1999 Practical Nursing Program:

1. Approve restructuring of the Practical Nursing Program.
- one Class 2. Operate one class of at least 20 students per year versus two classes per year. This means that the Practical Nursing Class Scheduled to begin March 1, 1999, will be eliminated and the only class to be offered in the Practical Nursing Program will be in September, 1999. This action is to conform with standards of reorganization and due to low course enrollment which, as of the date of this Motion class was five (5) students for the March 1999 class.
- Reduce (1) Instructor 3. Propose a reduction of one (1) full time Practical Nursing Instructor beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in restructuring in addition to low course enrollment. The individual to be affected is Mrs. Judith Schell, Practical Nursing Instructor who is the least senior PN instructor.
- Lower Days Sec'y/FA Coord. 4. Propose the work year of one Secretary/Financial Aid Coordinator be reduced from 222 days to 212 days beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in program restructuring in addition to low course enrollment. The individual to be affected is Melissa Phelps.
- Coordinator 5. Propose the work year of the Practical Nursing Coordinator be reduced from 222 days to 212 days beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in restructuring in addition to low course enrollment. The individual to be affected is Elsie Reichart.
- Student Intern 6. Propose the work schedule of a student intern secretarial position be reduced by 70 hours beginning March 1, 1999, as a result of an alteration/curtailment to the program due to a change in restructuring in addition to low course enrollment.



Clfd. Co. Voc-Tech School Oper. Comm.
Minutes, meeting of 2/8/99

Agenda-New
Bus Cont'd
Practical
Nursing
Cont'd

Be it further resolved that the recommendation of the Director of the Vocational-Technical School be approved and that the necessary paperwork be undertaken to obtain any necessary approvals from the Department of Education and notify the affected employees of this action.

Motion by Shimmel seconded by Francisko to approve the recommendation of the Voc-Tech Director in accordance with Section 1124.2 of the PA Public School Code of 1949 as amended, in order to promote a more effective and efficient education system as listed on the Agenda-B-Ne Business #3.

Roll Call Vote: Cidor, yea; Veihdeffer, yea; Holenchik, yea with alot of regret; Francisko, yea; Shimmel, yea; and DuBois, yea. Motion carried.

Adult Educ
Part-time
Classes/
Instructors

The Operating Committee approve the Adult Education Part-time Evening School Classes and Instructors for the Spring 1999 Term. (Refer to L-3).

Motion by Holenchik seconded by DuBois to approve the Adult Education Part-time Evening School Classes and Instructors for the Spring 1999 Term as listed on L-3.

Roll Call Vote: Veihdeffer, yea; Holenchik, yea; Francisko, yea; Shimmel, yea; DuBois, yea; and Cidor, yea. Motion carried.

Contract
with
CCVTEA
7/1/99-
6/30/03

The Operating Committee approve the newly negotiated Professional Contract with Clearfield County Vocational Technical Education Association effective July 1, 1999 to June 30, 2003. The Contract will be presented and explained at the Work Session.

The JOC wants the following added on Page 7 Article V-Teaching Paragraph C: Length of School Day Item #4:

Professional personnel will be dismissed as soon as the last bus departs on Fridays and days prior to vacations JOC ALLED "as per school calendar."

Motion by Holenchik seconded by DuBois to approve the newly negotiated Professional Contract with the Clearfield County Vocational^{Technical} Education Association with the addition stated on Page 7 Article V Paragraph C Item #4 effective July 1, 1999 to June 30, 2003.

Discussion: The committee commended the professional staff that did the negotiations and asked Mr. Carbone to convey their comments to the staff. He said he would express this at the faculty meeting to be held 2/9/99.

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

RURAL ROUTE No. 1 - BOX 5
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5308

A-6

TERRY E. HORTON
EXECUTIVE DIRECTOR

KENNA L. WILLIAMS
ASSISTANT DIRECTOR

February 15, 1999

Mrs. Judith S. Schell
615 Park Avenue
Clearfield, PA 16830

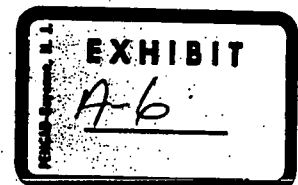
Dear Mrs. Schell:

The Clearfield County Vocational Technical School Joint Operating Committee, at a duly advertised meeting held on February 8, 1999, considered, among other things, student enrollments and curriculum offerings for the 1999 Practical Nursing Program.

Based on the Executive Director's responsibility to continuously review staffing levels, curriculum and course offerings, etc., in accordance with Section 1124.2 of the Public School Code of 1949, as amended, and in order to promote a more effective and efficient educational system and to conform with standards of reorganization, I recommended to the Joint Operating Committee at the February 8, 1999, meeting to furlough one full-time practical nursing instructor as a result of alteration/curtailment of the educational program, i.e. elimination of the Practical Nursing Program for March and restructuring the program.

As you are probably aware, the Vocational Technical School has been looking at enrollment trends and has taken efforts to market the PN Program. Unfortunately, as of February 8, 1999, only five (5) students were enrolled in the class to begin March 1, 1999.

It is my belief as Executive Director that the resources of the Vocational Technical School could be better allocated by looking to a restructuring, particularly, as a result of the low enrollment for the March 1, 1999, PN Program class. Accordingly, there was a recommendation made to restructure the program and have only one (1) PN Program offered in September. As a result, no PN Program class will be offered effective March 1, 1999. The Joint Operating Committee approved the recommendation.



February 15, 1999

Page 2

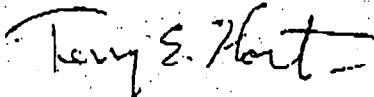
Our records indicated that you are the employee with the least seniority within the Practical Nursing Program.

As a result, please be advised that you will be furloughed pursuant to Public School Code Sections 1124.2, as amended, effective March 1, 1999.

Please be aware, you have the right to request a hearing before the Joint Operating Committee regarding this matter, should you so desire. Please contact my office on or before the close of business (3:30 p.m.) February 26, 1999 if you desire such a hearing. If you do not contact this office to request a hearing on this matter by February 26, 1999, we will consider your failure to do so as a waiver to your right to a hearing.

Should you have any questions or wish to schedule a hearing, please do not hesitate to contact me.

Sincerely,



Terry E. Horton
Executive Director

TEH/sb

cc: Personnel File

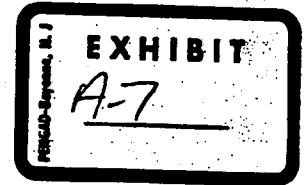
CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL ^{A-7}

RURAL ROUTE No. 1 - BOX 5
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5308

TERRY E. HORTON
EXECUTIVE DIRECTOR

KENNA L. WILLIAMS
ASSISTANT DIRECTOR

March 2, 1999



Mrs. Marion Gray
Basic Education Associate
Office of School Services
PA Department of Education
333 Market Street
Harrisburg, PA 17126-0333

Re: Clearfield County Vocational Technical School

Dear Mrs. Gray:

The purpose of this letter is to review an alteration of the educational program on the recommendation of the Director of the Vocational Technical School and authorized by the Joint Operating Committee on February 8, 1999.

Based on Section 1124(2) of the Public School Code and Basic Education Circular regarding same, we are accordingly advising your office of this change in order to receive the necessary Department of Education approval.

The nature of this specific request is predicated upon alteration of the educational program to conform with educational activities required by law.

The Vocational Technical School has been operating an Adult Education Practical Nursing Program since at least 1973. The School has operated two separate classes, one in March and one in September, respectively over the years. In recent years, enrollments have been decreasing. We have also noticed similar trends in the Northwest region where other vocational technical schools have either been admitting one class per year or eliminating their PN program.

As of February 8, 1999, the Clearfield County Vocational Technical School had only five (5) students enrolled in its Practical Nursing Program to begin March 1, 1999. It needs to be noted that even despite extensive recruitment efforts, over the last four to five months, interest in the program has not increased. Accordingly, we have been studying whether it would be more thorough and efficient to operate one program per year. After having reviewed information on the matter, a recommendation was made to the Joint Operating Committee that in order to conform with standards of education and to run a more thorough and efficient educational program, we would be move to running one class per year effective beginning of the 1999 season.

Mrs. Marion Gray
March 2, 1999

Page 2

Accordingly, it was proposed and approved that the March 1, 1999, be eliminated and that only one class per year be maintained, that beginning in the month of September.

At a duly advertised meeting of the Clearfield County Vocational Technical School Joint Operating Committee held on February 8, 1999, I made a recommendation as Director of the Vocational Technical School for the above action. The Joint Operating Committee, by a unanimous vote of 6 to 0, approved my recommendation through the following motion which is reflected in the minutes of the February 8, 1999, meeting:

B. New Business Cont'd

3. Upon recommendation of Voc-Tech Director, in accordance with Section 1124.2 of the Pennsylvania Public School Code of 1949, as amended, in order to promote a more effective and efficient educational system, and to conform with standards of reorganization, that the following be made effective for the 1999 Practical Nursing Program:
 1. Approve restructuring of the Practical Nursing Program.
 2. Operate one class of at least 20 students per year versus two classes per year. This means that the Practical Nursing Class Scheduled to begin March 1, 1999, will be eliminated and the only class to be offered in the Practical Nursing Program will be in September 1999. This action is to conform with standards of reorganization and due to low course enrollment which, as of the date of this Motion class was five (5) students for the March 1999 class.
 3. Propose a reduction of one (1) full time Practical Nursing Instructor beginning March 1, 1999, as a result of an alteration to the program due to a change in restructuring in addition to low course enrollment. The individual to be affected is Mrs. Judith Schell, Practical Nursing Instructor who is the least senior PN instructor.
 4. Propose the work year of one Secretary/Financial Aid Coordinator be reduced from 222 days to 212 days beginning March 1, 1999, as a result of an alteration to the program due to a change in program restructuring in addition to low course enrollment. The individual to be affected is Melissa Phelps.
 5. Propose the work year of the Practical Nursing Coordinator be reduced from 222 days to 212 days beginning March 1, 1999, as a result of an alteration to the program due to a change in restructuring in addition to low course enrollment. The individual to be affected is Elsie Reichart.
 6. Propose the work schedule of a student intern secretarial position be reduced by 70 hours beginning March 1, 1999, as a result of an alteration to the program due to a change in restructuring in addition to low course enrollment.

Mrs. Marion Gray
March 2, 1999

Page 3

Be it further resolved that the recommendation of the Director of the Vocational-Technical School be approved and that the necessary paperwork be undertaken to obtain any necessary approvals from the Department of Education and notify the affected employees of this action.

I also wish to certify that enrollments for the Practical Nursing Program that was previously set to begin on March 1, 1999, was under ten (10) students.

This alteration will result in the furlough of one staff member in addition to a partial demotion of the Nursing Coordinator and a support staff position.

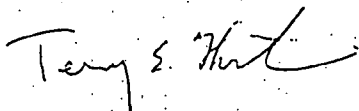
This action was taken consistent with the Vocational Technical School's obligation to meet all mandates as required by law and regulations as per the Public School Code and PDE.

The Vocational Technical School believes that this change will result in a more efficient and effective educational program pursuant to the Public School Code Section 1124.2. In accordance with Subsection 2 of Section 1124, the Clearfield County Vocational Technical School is requesting approval by the Department of Education to alter the educational program as stated in this letter. The Court has cited Section 1106 of the Public School Code indicating a school entity need only employ the necessary qualified professional employees in meeting its obligations under the Code.

Finally, I hereby certify that the information contained in this letter is true and correct. Further, Clearfield County Vocational Technical School will continue to meet all mandates as required by law and regulation.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Terry E. Horton
Executive Director

TEH/sb

Enclosures: 2/8/99 JOC Minutes

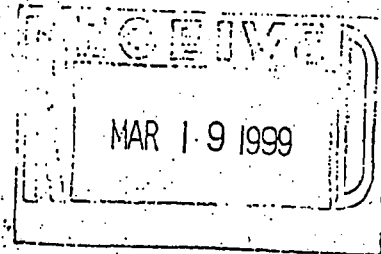
cc: Jane Acri, Supervisor
Bureau of Vocational-Technical Education



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333

A-8

March 16, 1999



Mr. Terry E. Horton
Executive Director
Clearfield County Vocational Technical School
RR 1, Box 5
Clearfield, PA 16830

Dear Mr. Horton:

This is in response to your letter of March 2, 1999 for approval to alter your educational program under §1124(2).

In your letter, you asked approval to alter the Practical Nursing Program. Upon examination of your request, it appears that this action is justified under §1124(2) to conform with standards of organization.

With this approval to change the program and the approval of the Clearfield County Vocational Technical School's Operating Committee, you will continue to be in compliance with the educational mandates of the Public School Code of 1949, as amended, and Chapter 4 of 22 Pa. Code.

Please understand that the department is not approving the furloughing of specific employees from their positions. This approval is restricted to alteration of your educational program. Any furloughing of professional staff which may occur as a result of this alteration should be accomplished by following the provisions of §1125.1 of the Public School Code and the advice of your local solicitor.

I should further explain that this approval is conditioned upon our understanding that in altering your program, you have not violated any court order, state or federal law.

Be advised, however, that the Bureau of Vocational-Technical Education should be consulted if the proposed program change effects Vocational Technical program approval.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Marion K. Gray

Marion K. Gray
Basic Education Associate
School Services Unit
Office of Elementary/Secondary Education
Telephone: (717) 772-3618
TDD: (717) 783-8445
Fax: (717) 783-6802
E-mail: 00bess@psupen.psu.edu

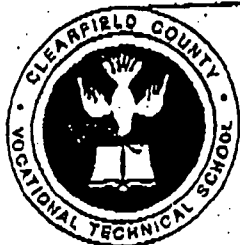
cc: Bureau of Vocational Technical Education

(L-6 4/12/99)



A-9

CLEARFIELD COUNTY VOCATIONAL-TECHNICAL SCHOOL



PRACTICAL NURSING
PROGRAM

R.D. #1 - Box 5
Clearfield, Pa. 16830
814 - 765-4047

May 20, 1999

Judith Schell
615 Park Ave.
Clearfield, PA 16830

Dear Mrs. Schell:

You requested and were granted a medical sabbatical leave for half academic year with half salary reimbursement. This leave was granted according to the official school calendar of the Clearfield County Vocational School's 1998-1999 academic year of 182 days.

Your granted medical sabbatical officially began March 1, 1999. The school calendar ends on June 4, 1999. Accordingly, 67 days of your leave will be accumulated during this period. You will resume the remaining 24 leave days on August 23, 1999, which is the official beginning date of the 1999-2000 academic year. Your official leave ends on September 24, 1999.

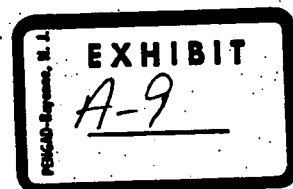
Your last pay date for the 1998-99 academic year will be June 25, 1999. The first pay date for the 1999-2000 calendar year will be August 20, 1999.

Your return to the full time instructor position is dependent on student enrollment. You will receive official notification in accordance with the Professional Contract Agreement.

Should you have questions, please call me at 765-4047.

Sincerely,

Elsie Reichart MSN, RN, CNA
Practical Nursing Coordinator



CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

RURAL ROUTE No. 1 - BOX 5
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5308

TERRY E. HORTON
EXECUTIVE DIRECTOR

KENNA L. WILLIAMS
ASSISTANT DIRECTOR

June 30, 1999

Judith S. Schell
615 Park Avenue
Clearfield, PA 16830

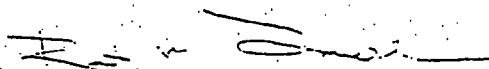
Dear Mrs. Schell:

As per the Professional Contract Agreement Article III (Rights of Professional Employees) G. #1 (Changes in Employment) this letter is to notify you of a change in employment, effective August 30, 1999.

This change will be either a reduction in days and hours or the position may be eliminated due to program restructuring due to lack of enrollment. Presently there are seven students enrolled for the 1999 September class.

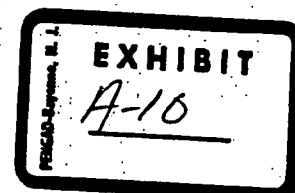
Please feel free to contact me and/or Ms. Reichart, Practical Nursing Coordinator, to discuss the necessary changes for a smooth transition, and future of the program.

Sincerely,



Dr. Robert Dreibelbis
Superintendent of Record

CC: Ms. Reichart
File



RURAL ROUTE 1 - BOX 3
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-5308 - FAX (814) 765-5474
Email: ccvotech@votech.clu10.com

A-11

RICHARD C. MAKIN
DIRECTOR

KEN WILLIAMS
ASSISTANT DIRECTOR

August 9, 1999

Ms. Judy Schell
615 Park Avenue
Clearfield, PA 16830

Dear Judy:

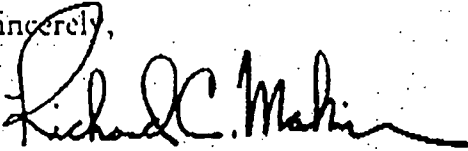
I received your letter regarding the future of the practical nursing program at CCVTS. Your interest is understandable and appreciated.

At this time, no final decisions have been made related to a structuring plan for the program. I am monitoring daily the number of students accepted with financial aid. The count is currently only 14 students.

In the next several days, I will complete my inquiries to determine the most practical, cost-effective alternative for the school given the projected enrollment and accreditation guidelines. That recommendation will be shared with you as soon as it is finalized.

In the meantime, please feel free to call or visit with me.

Sincerely,

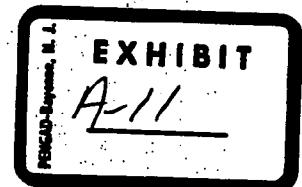


Richard C. Makin, Director

cc: Dr. Robert Dreibelbis
Elsie Riechart

CR004

EQUAL OPPORTUNITY SCHOOL



Judith S. Schell
615 Park Ave.
Clearfield, PA 16830

September 9, 1999

Richard C. Makin, PhD, Director
Clearfield County Vocational-
Technical School
Rural Route 1 Box 5
Clearfield, PA 16830

Dear Dr. Makin:

My Medical Sabbatical Leave will end on September 28, 1999.
I will report for work on September 29, 1999. Please advise
me where I should report.

Thank you very much.

Sincerely,

Judith S. Schell

Judith S. Schell

cc. Dr. Robert Dreibelbis



A-13

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

RURAL ROUTE 1 - BOX 5
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5308 - FAX (814) 765-5474

Email: ccvotech@votech.ciu10.com

RICHARD C. MAKIN
DIRECTOR

KEN WILLIAMS
ASSISTANT DIRECTOR

September 14, 1999

Mrs. Judith S. Schell
615 Park Avenue
Clearfield, PA 16830

Dear Mrs. Schell:

I am responding to your correspondence of September 9, 1999, indicating that your sabbatical leave will be ending on September 28, 1999, and indicating that you are planning to report to work on September 29, 1999, and asking where you should report.

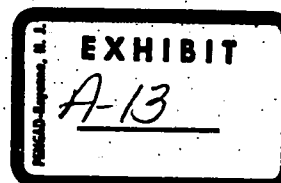
As you are aware, by resolution dated February 8, 1999, the Joint Operating Committee passed a comprehensive resolution which, among other things, entailed furloughing one nursing instructor namely yourself, and making other personnel changes. By letter dated February 15, 1999, you were informed of the Joint Operating Committee's action to furlough one full-time practical nursing instructor as a result of alteration/curtailment of the educational program. At that time, you were advised that your furlough would become effective March 1, 1999. You were afforded an opportunity for local agency hearing indicating that if you did not request a hearing on the matter, your failure to do so will be construed as a waiver to your right to a hearing.¹

Please be advised that shortly after you were advised of the impending furlough, you opted to take a sabbatical leave of absence.

Please be advised that based on Commonwealth case law, most particularly, Bristol Township v. Karafin, 498 A.2d 820 (Pa. Cmwlth 1985) furlough actions do not become effective until the conclusion of sabbatical leave. Inasmuch as you have indicated the ending date of your sabbatical leave to be September 28, 1999, please be aware that the furlough action previously taken will be effective upon the close of business the same date.

¹Please be aware that the Vocational Technical School had occasion to correspond with the Pennsylvania Department of Education on March 2, 1999, seeking approval to alter/curtail the educational program as outlined in the February 8, 1999, Motion passed by the Joint Operating Committee. By letter dated March 16, 1999, approval to alter the educational program as outlined in the District's March 2, 1999, correspondence had been approved.

EQUAL OPPORTUNITY SCHOOL



September 14, 1999

Page 2

I regret to inform you that there is no position to which you can return at the Vocational Technical School. As such, I cannot provide you with a teaching assignment inasmuch as one does not exist for you.

Please be aware that should you desire a local agency hearing in this matter, I would recommend that you have your UniServ Representative Mr. Clinton Gibbs or your PSRA Regional Counsel Randall Rodkey, contact the Joint Operating Committee Solicitor, Mr. Carl P. Beard, to arrange for a local agency hearing in this matter.

Sincerely,

Dr. Richard Makin
Director
Clearfield County Vocational Technical School

cc: Personnel File

A-14

Judith S. Schell
615 Park Ave.
Clearfield, PA 16830

September 20, 1999

Richard Makin, Director
Clearfield County Vocational
Technical School
Rural Route 1 Box 5
Clearfield, PA 16830

Dear Dr. Makin:

I received your letter advising me there is no teaching position available for me, and therefore, the furlough of which I was notified on February 15, 1999 will be effective at the close of business on September 28, 1999, the last day of my sabbatical leave.

Please be advised that I do desire to have a local agency hearing on this matter. I contacted the UniServ Representative, Mr. Clinton Gibbs, this morning to have a meeting scheduled.

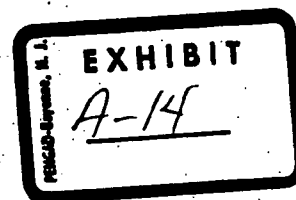
Thank you very much.

Respectfully,

Judith S. Schell

(Mrs.) Judith S. Schell

Copy: Dr. Robert Dreibelbis,
Superintendent of Record, CCAVTS



A-15

RANDALL C. RODKEY
ATTORNEY AT LAW
300 PENN TRAFFIC BUILDING
319 WASHINGTON STREET
JOHNSTOWN, PENNSYLVANIA 15901-1668
TELEPHONE (814) 535-3513
FAX (814) 535-3167

September 21, 1999

Via Fax

Carl P. Beard, Esq.
Andrews and Wagner
3366 Lynwood Drive
P. O. Box 1311
Altoona, PA 16603

Re: Judith Schell - Clearfield County Vocational
Technical School

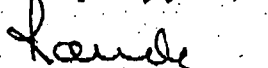
Dear Carl:

I have been requested to write in response to your letter of September 14, 1999 relative to the above. Mrs. Schell has indicated to Clinton Gibbs that she is requesting a Local Agency Hearing in response to the matters contained in your letter. Accordingly, please consider this a formal request on behalf of Mrs. Schell for said hearing.

I have a jury trial starting at the end of September which will carry over until the first week of October. That will be followed by a brief vacation. I trust that the Board will cooperate with counsel in scheduling this hearing at a date mutually convenient to all parties.

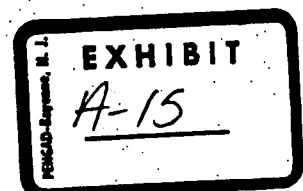
Thank you very much for your kind attention to this matter.

Very truly yours,


Randall C. Rodkey

RCR/kab

cc: Judy Schell
Clinton Gibbs



*824 498 A.2d 824

508 Pa. 409, 27 Ed. Law Rep. 1179

BRISTOL TOWNSHIP SCHOOL DISTRICT,

Appellant,

v.

Helene KARAFIN, Richard Puchino, Karen Brody, Lynn

Roccograndi, Sherrie Noch, Rochelle Gay, Janice Hines, Richard Cornwell, Linda Harten, Linwood Rohrbach, and Joann Schmidt, Appellees.

164 E.D. 1984

Supreme Court of Pennsylvania.

Argued April 15, 1985.

Decided Sept. 25, 1985.

Suspended teachers brought action seeking declaration concerning their right to sabbatical leave. The Court of Common Pleas, Bucks County, No. 81-09135-15-1, Leonard B. Sokolove, J., entered judgment in favor of teachers, and school district appeals. The Commonwealth Court, 84 Pa.Cmwlth. 52, 478 A.2d 539, affirmed, and school district petitioned for review. Upon grant of allocatur, the Supreme Court, No. 164 Eastern District, Appeal Docket 1984, Papadakos, J., held that teachers due to be suspended due to declining school enrollment were employed in public school system for purposes of statute governing entitlement to leave of absence or sabbatical leave.

Commonwealth Court and trial court order affirmed.

1. SCHOOLS $\Rightarrow$ 133.14

345 ----

345II Public Schools

345II(K) Teachers

345II(K)1 In General

345k133.14 Leave of absence.

Pa. 1985.

Clear and unambiguous purpose of provision of school code [24 P.S. § 11-1166] governing entitlement to leave of absence is to make granting of sabbatical leave by school district mandatory once teacher or other professional employee has otherwise met requirements of that section.

2. SCHOOLS $\Rightarrow$ 133.14

345 ----

345II Public Schools

345II(K) Teachers

345II(K)1 In General

345k133.14 Leave of absence.

Pa. 1985.

Teachers were still "employed in the public school system" for purposes of statute [24 P.S. § 11-1166] governing entitlement to leave of absence even though teachers were scheduled to be suspended at end of school year, where teachers were employed when they applied for their leaves.

See publication Words and Phrases for other judicial constructions and definitions.

3. SCHOOLS $\Rightarrow$ 133.14

345 ----

345II Public Schools

345II(K) Teachers

345II(K)1 In General

345k133.14 Leave of absence.

Pa. 1985.

Teachers, who had requested sabbatical leave upon being notified they were scheduled to be suspended due to decrease in pupil enrollment, would meet requirements of 24 P.S. § 11-1168 governing return to employment by agreeing to return, and at end of leaves of absence, presenting themselves as ready to work.

[508 Pa. 410] *825 Edwin Popkin, Langhorne, for appellant.

A. Martin Herring, Jenkintown, for appellees.

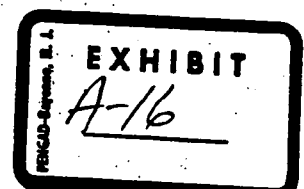
Michael I. Levin, Harrisburg, amicus for Pa. Bd. Assoc.

Before NIX, C.J., and LARSEN, FLAHERTY, McDERMOTT, HUTCHINSON, ZAPPALA and PAPADAKOS, JJ.

OPINION OF THE COURT

PAPADAKOS, Justice.

Bristol Township School District appeals from the Order of the Commonwealth Court, 84 Pa.Cmwlth. 52, 478 A.2d 539 which affirmed the Order of the Court of Common Pleas of Bucks County. The Court of Common Pleas had ordered the School District to grant eleven teachers sabbatical leave for the 1981-82 school year. The effect of this order was to postpone their suspension from employment [508 Pa. 411] which had been scheduled to begin at the end of the 1980-81 school year.



The issue in this case is one of first impression in this Commonwealth and involves a conflict between two provisions of the Public School Code. (FN1) The conflict is between Section 1124 (FN2) of the Public School Code which empowers school boards to suspend professional employees because of a "substantial decrease in pupil enrollment in the school district," and Section 1166 (FN3) which entitles any professional employee of the public school system who has completed ten years of satisfactory service "to a leave of absence for restoration of health, study or travel, or, at the discretion of the board of school directors, for other purposes."

Commonwealth Court, in affirming the trial court, held that, under Section 1166 of *826 the School Code, a sabbatical is mandatory once an employee meets the requirements of Section 1166; thus, a school board has no discretion whether to grant the sabbatical leave. Therefore, the Court reasoned, a school board cannot deny the employee's right to a sabbatical leave because the employee was scheduled to be suspended.

For the reasons stated herein, we affirm the Commonwealth Court.

There is no factual dispute in this case. All eleven Appellees were teachers in the Appellant Bristol Township School District, who, except for the legal issue to be resolved in this case, would otherwise qualify for a sabbatical leave.

Appellees were notified prior to the end of the 1980-81 school year that they would be suspended for the 1981-82 school year in accordance with the provisions of Section 1124 of the Public School Code. (FN4) The suspensions were the [508 Pa. 412] result of the closing of a high school in the school district brought about by a decline in pupil enrollment. Appellees admit in their brief to this Court that they were aware that they might be suspended by the school district as a result of the declining enrollment. All Appellees applied for sabbatical leave for the 1981-82 school year. These requests were denied by the School District because all eleven Appellees were scheduled to be among those teachers suspended at the end of the 1980-81 school year. Appellees petitioned for declaratory judgment under 42 Pa.C.S. § 7533, seeking a declaration of their rights under the Public School Code regarding their requested sabbatical leaves.

The trial court ruled in favor of Appellees, holding that the right to a sabbatical leave, once accrued under

the Code, could not be denied due to suspension. The trial court held that the requested sabbatical leave should have extended Appellees' employment to the end of the 1981-82 school year, at which time the notice of suspension could have become effective.

Commonwealth Court affirmed this determination and the School District petitioned for our review. We granted allocatur to resolve the apparent conflict between several sections of the Public School Code. The issue to be resolved is whether the suspension of a teacher or other professional employee pursuant to the Public School Code deprives the employee of a sabbatical leave to which he or she would otherwise be entitled.

The pertinent sections of the Public School Code underlying this controversy are as follows:

Section 1166 Persons Entitled

Any person employed in the public school system of this Commonwealth who has completed ten (10) years of satisfactory service as a professional employee or member of the supervisory, instructional or administrative staff, or [508 Pa. 413] as a commissioned officer, of any board or school directors, county board of school directors, or any other part of the public school system of the Commonwealth, *shall be entitled to a leave of absence* for restoration of health, study or travel, or, at the discretion of the board of school directors, for other purposes. At least five consecutive years of such service shall have been in the school district from which leave of absence is sought, unless the board of school directors shall in its discretion allow a shorter time.... (Emphasis added.)

Section 1167 Preferences: Limitations (FN5)

Applications for leaves of absence shall be given preference, according to the years of service since the previous sabbatical leave of the applicant, and in accordance with regulations adopted by the board of school directors.

*827 No school district shall limit the number of leaves of absence granted in any school year to less than ten per centum (10%) of the number of persons eligible for such leave of absence regularly employed in such district. Schools which have a staff of seven (7) or less teachers shall be permitted at least one leave of absence each term.

Section 1168 Return to Employment (FN6)

No leave of absence shall be granted unless such person shall agree to return to his or her employment with the school district for a period of not less than one school term immediately following such leave of absence.

No such leave of absence shall be considered a termination or breach of the contract of employment, and the person on leave of absence shall be returned to the same position in the same school or schools he or she occupied prior thereto.

Upon expiration of a sabbatical leave, by consent of the school board, the requirement that the person on leave of absence shall return to the service of the school district or to the same position in the same school or schools that he [508 Pa. 414] or she occupied prior thereto, may be waived. If the school board has not waived the obligation to return to school service upon expiration of the sabbatical leave and the employee fails to do so, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which said employee would have been entitled under the provisions of this act for the period of the sabbatical leave.

If such employee resigns or fails to return to his employment, unless the requirement to return to service is waived by the board of school directors, the amount contributed by the school district under section 1170 of this act to the Public School Employees' Retirement Fund shall be deducted from the refund payable to such employee under existing law and the amount so deducted shall be refunded to the school district by which it was paid.

Section 1169 Salary While on Leave (FN7)

The person on leave of absence shall receive one half of his or her regular salary during the period he or she is on sabbatical leave.

Section 1170 Rights Retained (FN8)

Every employee, while on sabbatical leave of absence, shall be considered to be in regular full-time daily attendance in the position from which the sabbatical leave was taken, during the period of said leave, for the purpose of determining the employee's length of service and the right to receive increments, as provided by law.

Every person on leave of absence shall continue his or her membership in the School Employees'

Retirement Association. The school district shall pay into the School Employees' Retirement Fund on behalf of each such employee on leave, in addition to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee, as though said employee were actually in regular full-time daily attendance[508 Pa. 415] in the position from which the sabbatical leave was taken, so that such employee's retirement rights shall be in no way affected by such leave of absence. The amount of the contribution required to be paid by the employee shall be deducted from any compensation payable to the employee while on leave.

Nothing in this subdivision of this article shall be construed to prevent any person on leave of absence from receiving a grant for further study from any institution of learning.

Section 1171 Regulations (FN9)

The board of school directors shall have the right to make such regulations as they may deem necessary to make sure that employees on leave shall utilize such *828 leave properly for the purpose for which it was granted, requiring reports from the employee or employees on leave in such manner as they may deem necessary.

Appellees argue that these sections are "clear and free from all ambiguity." They therefore contend, and the Commonwealth Court held, that the language "shall be entitled to a leave of absence" makes the granting of such a leave mandatory once a teacher has met the requirements of the statutory provisions.

[1] We agree that the clear and unambiguous purpose of Section 1166 is to make the granting of a sabbatical leave by the school district mandatory once a teacher or other professional employee has otherwise met the requirement of that section. The use by the legislature of the language "... shall be entitled to a leave of absence," clearly evidences a desire on the part of the legislature to make such a leave a right that matures upon the completion, by the employee, of the required number of years of service. (FN10)

[508 Pa. 416] [2] The School District and *amicus curiae*, the Pennsylvania School Boards Association, argue, nevertheless, that Appellants were not employed as required by Section 1166, the relevant part of which states:

(9) Any person *employed* in the public school system ... who has completed ten years of satisfactory service ... shall be entitled to a leave of absence.

Their argument is that Appellees do not meet this requirement since they are scheduled to be suspended. We find no merit in this argument. The Appellees herein were certainly employed when they applied for their leaves. Furthermore, the sabbatical leaves will operate to postpone the suspension, since under Section 1170, an employee on sabbatical leave will be considered to be in full-time daily attendance in the position from which the sabbatical leave was taken. Therefore, if the teachers are scheduled to be suspended, such suspension cannot become effective until the end of the sabbatical leave, if a suspension is still scheduled.

[3] Appellants next argue that the teachers scheduled to be suspended cannot meet the requirements of Section 1168, Return to Employment. We disagree. The teachers meet the requirement of this section by agreeing to return and, at the end of their leaves of absence, presenting themselves as ready to work. If conditions have not changed and the School District still finds it necessary to place a returning teacher on suspended status, then that teacher has still met the requirements of Section 1168 by entering the "pool" of suspended teachers who make themselves available and must be reinstated on the basis of seniority should a position open.

As Section 1125.1 states:

(d)(2) Suspended professional employees shall be reinstated on the basis of their seniority within the school entity. No new appointment shall be made while there is a suspended professional employee available who is properly certificated to fill such vacancy. For the purpose of this subsection, positions from which professional employees [508 Pa. 417] are on approved leaves of absence shall also be considered temporary vacancies.

(3) To be considered available a suspended professional employee must annually report to the governing board in writing his current address and his intent to accept the same or similar position when offered.

Additionally, the argument that the teachers in the present case have no jobs to which they may return is, even with the grim reality of a declining student enrollment, pure speculation. Conditions could change, such as teachers resigning or retiring, or an

increase in the population in the *829. school district, resulting in a recall. In the present case, two of the suspended teachers have been recalled to employment.

It is clear to us that teachers who have worked long enough and performed in a satisfactory manner should receive a sabbatical leave, a right that was given to them by the legislature through the clear language of Section 1166. Teachers returning from sabbatical leaves to which they are entitled, but who, through no fault of their own, find their positions either temporarily or permanently lost due to declining enrollment should not have to forfeit this right.

Moreover, the granting of the sabbatical leaves in this case will serve the result sought by the School District, that is, a reduction in the work force. Allowing the teachers to take their leaves during the period in which they would otherwise have been suspended serves the purpose of reducing the teaching force, which is necessitated by the reduction in enrollment. The teachers can take their sabbatical leaves, which will improve their performances should they return, and the School District does not have to hire substitute teachers.

Thus, Section 1125.1 really does not come into play until after the teacher returns from sabbatical leave. At that time, if circumstances still warrant a suspension, the teacher may then be placed on such status.

[508 Pa. 418] Notwithstanding, we affirm the Commonwealth Court and the Order of the trial court. FN1. Act of March 10, 1949, P.L. 30, as amended.

FN2. 24 P.S. § 11-1124.

FN3. 24 P.S. § 11-1166, as amended.

FN4. Section 1124 of the Public School Code, 24 P.S. § 11-1124, states in pertinent part:

Any board of school directors may suspend the necessary number of professional employees, for any of the causes hereinafter enumerated: 1) *substantial decrease in pupil enrollment in the school district; ...*

FN5. 24 P.S. § 11-1167.

FN6. 24 P.S. § 11-1168.

FN7. 24 P.S. § 11-1169, as amended.

FN8. 24 P.S. § 11-1170.

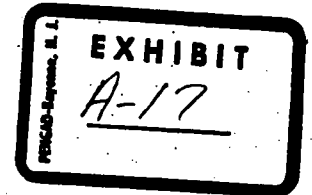
FN9. 24 P.S. § 11-1171.

FN10. Section 1921 of the Statutory Construction Act states:

(b) When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit.
1 Pa.C.S. § 1921(b).

A-17

Basic Education Circular



SUBJECT: Alteration and/or Curtailment of Programs
24 P.S. §11-1124

DATE OF ISSUE: September 1, 1997

DATE OF EXPIRATION: June 30, 2002

Section 1124 of the School Code provides that:

Any board of school directors may suspend the necessary number of professional employees, for any of the causes herein enumerated: ... (1) Substantial decrease in pupil enrollment in the school district; (2) curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board of school directors, approved by the Department of Public Instruction, as, a result of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Department of Public Instruction; ...

The Pennsylvania Department of Education will review requests for curtailment or alteration of the educational program of a school district using the following criteria:

1. All requests must include a copy of the Board Action as recorded in the Board minutes as evidence of approval by the school district's board of school directors.
2. The Department will approve a school district's request to curtail or alter an educational program if the district establishes that the curtailment or alteration is the result of a substantial decline in class or course enrollments. To establish that the curtailment or alteration is the result of a substantial decline in class or course enrollments, the school district must submit enrollment data, certified by the district Superintendent, which demonstrates the following:
 - a. that enrollment in the class or course has decreased at least 20% from the school year five years prior; or
 - b. that enrollment for the class or course is less than ten students.
3. The Department will approve a school district's request to curtail or alter an educational program if the district establishes that the curtailment or alteration is necessary to conform with standards of organization. To establish that a curtailment or alteration is necessary to conform with standards of organization, the school district, through information certified by the district Superintendent, must demonstrate that the requested curtailment or alteration will effect a change in the school or school district's organization or curriculum that results in a more effective educational program.
4. The Department will approve a school district's request to curtail or alter an educational program if the district establishes that the curtailment or alteration is necessary to conform with educational activities recommended by the Department. To establish that a curtailment or alteration is necessary to conform with educational activities recommended by the Department, the school

district, through information certified by the district superintendent, must identify the specific department recommendation that serves as the basis for the curtailment or alteration. In determining whether to approve the curtailment or alteration, the department reserves the right to modify or withdraw any recommendation regarding educational activities that was previously issued.

5. The Department will approve a school district's request to curtail or alter an educational program if the district establishes that the curtailment or alteration is necessary to conform with educational activities required by law. To establish that a curtailment or alteration is necessary to conform with educational activities required by law, the school district, through information certified by the district superintendent, must identify the specific law that serves as the basis for the curtailment or alteration.

For purposes of this section, certification that the district will remain in compliance with minimum curriculum requirements is not adequate proof that the curtailment or alteration is necessary to conform with educational activities required by law.

REFERENCES:

Purdon's Statutes

- 24 P.S. §9-963(c)
- 24 P.S. §11-1124
- 24 P.S. §18-1850.1(9)

CONTACT BUREAU/OFFICE:

Division of Student and School Services
Bureau of Community and Student Services
Pennsylvania Department of Education
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Phone: (717) 783-3750

PN Program
Proposal for 1 Class/Year

Traditionally most Practical Nursing Program in Pennsylvania may have conducted 2 classes a year. In the mid 1980's many programs began downsizing to one class year. The State Board of Nursing regulations on Practical Nursing Program Pennsylvania code Title 49.21.221 Professional and Vocational Standards, chapter 21, state "The Board recommends that only one class be admitted per year."

There are 47 practical nursing programs in Pennsylvania at the present time.

Twenty programs admit 2 classes a year. Eight schools have a part-time program in addition to 1 full time class.

In the Northeast District Association of Practical Nursing Programs, there are 8 programs, Clearfield and Clarion are the only schools admitting 2 classes/year. I spoke with the coordinator at Clarion 1/28/99 regarding March 1999 class. They have 3 enrolled, 7 in process of completion and enrollment of 18 needed to meet budget. The coordinator is proposing cancellation of March class and transition to one class a year. They have a part-time program in place that has current enrollment of 15.

Tuition rates in the Northwest district of the Practical Nursing Association program range from \$5,500 to 10,500 a year. Average tuition for 1998-1999 academic year was \$7,500. This week Jeff Tech approved a tuition increase to 11,100 for the practical nursing program class starting July 1, 1999. I spoke with several coordinators in our northwestern district this week and all plan a tuition increase of at least \$1,000 for the 1999-2000 fiscal year.

The move to one class a year is supported by the current job market as it relates to acute care hospitals. The decline in acute care inpatient volumes has decreased nursing staff job opportunities. Graduating one class a year would avoid market overload. Our current placement rate is 80% with two classes graduating a year.

In order to meet our budget, tuition needs to increase to \$9,000. In considering the best time to begin the idea of a July 1999 start date to coincide with the fiscal year was suggested. However, students would only be eligible for one year PELL grant. Waiting until September would give the students a financial advantage by making them eligible for 1999-2000 and 2000-2001 PELL grants. Applications for September class traditionally has been excellent. March class has been difficult to fill in the past also.

PELL grants maximum amount per year is \$3000, a proposed increase to \$4500 is being considered according to literature received from PHEAA.

Over 90% of our students receive PELL grant monies. Student and parent loans are often the second source of financial aid. Loan repayment does not begin until 6 months after graduation and repayment periods can be a maximum of 30 year term.

Students who qualify for JTPA & TAA are often funded completely for all costs attendance. Other sources of financial support include welfare payments of books, uniforms, and student fees. New choice: New options offer \$1,000 to qualified applicants. After entering and completing one level satisfactorily, students are eligible to apply for several scholarships that range from \$300 to \$500 dollars.

Scholarships

LPNA Associates

Lena Smith Owens

NLN/JO Pollock

Practical Nursing Associates



Salaries and benefits comprise 9% of the practical nursing budget.

Both full time faculty members have been employed with the program for many years and as a result salaries and benefits have increased each year.

Sue Sypa 25 years of service

Judy Schell 10 years full-time, part time 1978-1988

Both have an average of 7 years until retirement, so the salary and benefit budget will continue to increase with contract increases.

Coordinator salary also contributes to high salary budget. A reduction in contract days and/or salary would be considered by coordinator in order to assist in continuing the program.

Presently Sue Sypa's hourly salary is the highest of all wages in the department. Salary reductions for bargaining unit staff are subject to contract negotiations.

OPTIONS

I. Delay start of March class until April and attempt to complete class enrollment of 15 to meet budget.

Begin plan to implement 1 class a year with September 1999 class Tuition increase to \$9,000

II. Cancel March class 1999. Furlough 1 FT instructor.

Begin September 1999 class as one class/year. If enrollment of 20 not achieved, make decision to future of program. Maximum enrollment of 30 could be handled if qualified applicants ~~are~~ available.

Complete needs assessment for part-time evening program. State board of nursing approval needed. Process may take 6-8 months. Clearfield Hospital agreeable to evening & weekend clinicals

Cancel March class, finish current September 1998-99 class with 1 full time instructor & coordinator.

III. Consider Program Closure – SBN requires 6 months notice. Follow program closure rules of State Board of Nursing

Refer applicants to nearby programs:

Jeff Tech - Reynoldsville

Center Co Vo-Tech – State College

Altoona – Career & Technology

Johnstown

Indiana

A-19

March 10, 1999

Marian H. Limo
Executive Secretary
Pennsylvania State Board of Nursing
PO Box 2649
Harrisburg, PA 17105-2649

Dear Ms. Limo:

Clearfield County Vocational Technical School Practical Nursing Program did not admit a March 1999 class due to lack of qualified candidates for admission. We are requesting approval to admit one class per year, beginning September 1999.

The March 1998-99 class graduated on February 26, 1999. The September 1998-99 class will continue as scheduled with graduation planned for August 27, 1999. A September 1999-2000 class is planned to begin September 1, 1999 with a maximum enrollment of 30 students. Enclosed please find letters from our clinical agencies regarding clinical experiences. Please note that Mountain Laurel Nursing Home limits clinical experience to 20 students. This experience takes place in Level III for a four-week period. We can accommodate scheduling 30 students by using two four-week periods with 15 students in each clinical section. Also, we are in the process of meeting with Presbyterian Home in Philipsburg for possible clinical site experience for Level III. The clinical agency forms are in the process of completion and will be forwarded for approval.

One full time faculty member, Judith Schell RN, BSN, was to be furloughed for the period of March 1, 1999 August 30, 1999, however, she was granted a sabbatical leave beginning March 1, 1999 for a six-month period. Qualified instruction will continue with full time faculty during the transition period. We plan to conduct a needs assessment for a part-time program during this transition.

Please consider this request to admit one class a year, beginning September 1999.

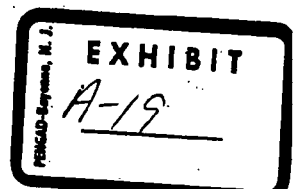
Thank you.

Sincerely

Elsie Reichart MSN, RN, CNAA
Practical Nursing Coordinator

CC. Todette L. Holt EdD, RN
Nursing Education Advisor

copy





A-20

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS
STATE BOARD OF NURSING
P.O. BOX 2649
HARRISBURG, PA 17105-2649

PHONE: (717) 783-7142
www.dos.state.pa.us

FAX: (717) 783-0822
email: nursing@pados.dos.state.pa.us

March 17, 1999

Elsie Reichart MSN RN CNAA
Practical Nursing Coordinator
Clearfield County AVTS
RD #1 Box 5
Clearfield PA 16830

Dear Ms. Reichart:

I am writing to acknowledge receipt of the Clearfield County Vocational Technical School proposal to admit one full-time class of no more than 30 students each September rather than admitting a class each March and September. The Board of Nursing has authorized the nursing education advisors to evaluate and approve certain curriculum revision proposals based upon established criteria.

It is noted that there are no changes in the program philosophy or approved curriculum. You have addressed the ability of clinical agencies to accommodate this revision. Additionally, you have indicated that adequate qualified full-time faculty will be provided. Therefore, the proposal is approved as submitted.

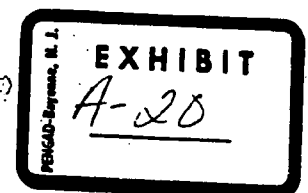
We assume this revision will better meet the educational needs of the community. If the nursing education advisors may be of further assistance to you or the faculty, feel free to contact this office.

Sincerely,

Carol Mohl-Jones, MSN, RN

Carol Mohl-Jones, MSN, RN
Nursing Education Advisor

CMJ:CLA



National League for Nursing Accrediting Commission

NLNAC COMMISSIONERS

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Baton Rouge, Louisiana

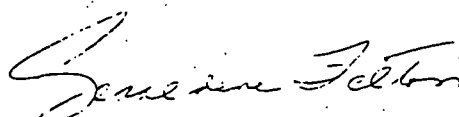
JOHN A. JONES, P-D
Vice President, Education Center
Hickory Junior College
Hickory, Florida

26 April 1999

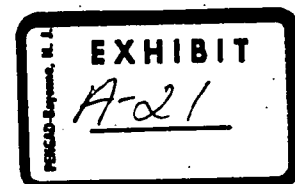
Elsie Reichart, MSN, RN, CNA
Practical Nursing Coordinator
Clearfield County Vocational Technical School
R. D. # 1 - Box 5
Clearfield, PA 16830

Ms. Reichart:

Thank you for the information on the Pennsylvania State Board of Nursing approval for your school, to admit one class per year, beginning September 1999. We have faith that you will maintain the quality of instruction during the period of transition. We wish you and the faculty well.



Geraldene Felton EdD, RN, FAAN
Executive Director



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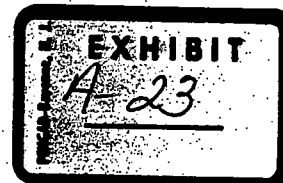
SCHOOL	ENROLLMENT	FT INSTRUCTOR	FINANCIAL AID DONE BY COORDINATOR	COORDINATOR TEACHING RESPONSIBILITY	SUBSTITUTE STAFF
Lawrence Co. New Castle	31	2	YES	CLASSROOM & CLINICAL	1
* Greater Altoona Altoona	25	1	YES	50% CLASSROOM & CLINICAL	1, 2 RETIRED NOT REPLACED
Crawford Co. Meadeville	17	1	YES	20% CLINICAL & CLASSROOM	2
* Indiana Co. Indiana	26	1 FT	NO	CLASSROOM & CLINICAL	1, 1 FURLOUGHED 1 REDUCED TIME TO 60%
Clarion Co. Clarion	19	0 FT, 2 PT AT PRESENT	NO	CLASSROOM & CLINICAL	1
* Center Co. Pleasant Gap	12	0 FT, 2 PT Instructor at present	YES	50% CLASSROOM TEACHING AND SOME CLINICAL	0, 1 RETIRED NOT REPLACED
* Jeff - Tech Reynoldsville	20	1	YES	60% WHICH INCLUDES CLASSROOM & CLINICAL	1
* Clearfield Vo-Tech Clearfield	22	1	NO	45% CLINICAL & CLASSROOM	0
Erie	30	2 FT	NO	CLASSROOM & CLINICAL	1

* INDICATES RECENT FURLOUGHS OR RETIREMENT OF FACULTY



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PREAMBLE

WHEREAS, the Clearfield County Vocational Technical School Board of Directors and the Clearfield County Vocational Technical School Educational Association believe and hereby affirm that their mutual goal and responsibility is to the development and maintenance of the highest quality educational program possible in the Clearfield County Vocational Technical School:

AND WHEREAS, the School Board of Directors and the Education Association have negotiated in good faith with each other to the end that the following contract provisions have been approved:

AND WHEREAS, the parties hereto have, in the course of contract negotiations and all prior interactions, recognized the contributions, judgment and responsibility of the other party with regard to the development and maintenance of the highest quality educational program for the Clearfield County Vocational Technical School:

AND WHEREAS, the parties recognize their future opportunity and responsibility to each other, to the students of the Clearfield County Vocational Technical School and to the community:

The following agreements are hereby made by and between the Clearfield County Vocational Technical School Board of Directors and the Clearfield County Vocational Technical School Education Association with regard to the wages, hours, and other terms and conditions of employment of the professional employees of the Clearfield County Vocational Technical School.

The terms, "employee", "employees", "professional employee(s)", "personnel", "members of the bargaining unit", or "the aggrieved" used throughout the agreement equally and interchangeable are meant to identify only those employees of the school who are members of the bargaining unit.

The terms "Education Association" or "Association" used equally and interchangeably throughout the agreement refer only to the Clearfield County Vocational Technical Education Association and the members or delegates thereof.

The terms "the Board", "Employer", "School Board", "Operating Committee" or "Public Employer" used equally and interchangeably throughout the agreement shall refer only to the joint school boards of the participating districts of the Clearfield County Vocational Technical School and/or the elected Operating Committee for/and of the Clearfield County Vocational Technical School.

ARTICLE I - TERMS OF AGREEMENT

All terms of this agreement shall begin July 1, 1992 and terminate June 30, 1997.

ARTICLE II - CONTRACT

This agreement between the Clearfield County Vocational Technical School Operating Committee and the Clearfield County Vocational Technical Education Association shall begin July 1, 1992 and terminate on June 30, 1997. This agreement shall be binding and controlling over any individual contract thereafter executed between any member of the bargaining unit and the employer.

It is agreed that negotiations with regard to a new contract shall be initiated by the two parties according to a timetable in accord with the Public Employee Relations Act of the Commonwealth of Pennsylvania, Act 195, with negotiations to begin no later than January 10, 1997.

Nothing contained in this agreement shall be interpreted to deny any person his/her rights or benefits under any presently existing law or any law which may become effective during the term of this agreement or any regulation thereunder. Should any part of this agreement be found contrary to law, only the specific part thus found shall be deemed invalid but only to the extent permitted by law. All other parts or provisions of this agreement shall continue in full force and effect.

ARTICLE III - RIGHTS OF PROFESSIONAL EMPLOYEESA. Parent Conferences

1. Conferences or interviews with parents, guardians, or concerned individuals may be held at the request of such persons, the professional employee, or the director. Once a meeting is requested, it shall be arranged within three (3) days and at a time mutually agreeable to all with advance notice provided. The director or his designee shall also be in attendance.

B. Supervision of Students

1. Under normal circumstances, professional employees shall not be required to conduct any operating class or supervise any group of students other than those enrolled in his or her own class or under his or her daily and direct supervision. Professional employees may be assigned student supervisory duties during assemblies and student activities within the building and during the work-day.

If any emergency situation arises, employees shall assist the school administration in providing for the safety and welfare of the students by taking such appropriate action as may seem necessary to the School Administrator.

adjustments will be made to a professional employees' salary and made retroactive to the first pay of the new school year.

Each employee shall be able to draw all salary to which he/she is entitled in one lump-sum payment upon separation (dismissal) or in the pay period following the end of the employee's work year for resignations, retirements and furloughs, or in June. Each employee must provide at least one month notification for receipt of final lump sum payment.

B. Severance Pay

1. Upon retirement, all employees shall be paid for all unused accumulated sick leave at the rate of thirty dollars (\$30.00) per unused day.

2. Retirement will be defined as approved by the Pennsylvania State School Employees' Retirement System and/or Social Security regulations.

C. Reimbursement for Education Conferences

1. All professional employees shall be reimbursed for all expenses incurred for in-service training, conferences, meetings, or similar activities approved by the School Administrators.

It is understood that the above does not apply to training or education for which the employee receives college or university credits, or for such schooling as is required for a degree, or for state certification in the employee's area of employment by the school.

All contractual in-service days are non-reimbursable within the geographical area of the five sending districts.

D. Travel Allowance

1. Approved travel allowance shall be paid at the approved IRS rate.

E. Salary Schedule

1. All professional employees shall receive a salary according to the salary schedule.

Once placed on the schedule, each year thereafter the professional employee will be given the median salary increase of the five (5) sending districts and move on the salary schedule as defined in Appendix B.

F. School Sponsored Activities

1. VICA Advisor(s) - \$2400 DECA Advisor(s) - \$800

2. The employer agrees to pay all appropriate expenses for approved conferences. Any and all participation by bargaining unit members for these activities shall be on a voluntary basis.

However, no employee is to be placed or required to participate without his/her consent in the following:

- (a) search for explosive devices, or
- (b) search for the seizure of weapons from students.

C. School Maintenance

1. Professional personnel are directly concerned with the smooth operation of the school, but they are not responsible for the maintenance of the building beyond the fact that shops are to be maintained in an orderly fashion.

Such items as filling towel and soap dispensers, maintaining restroom areas, disposal of trash, and making or arranging for repairs are a matter to be resolved by the Administrative Director and custodial staff upon notification by professional personnel that problems in this area exist.

D. Student Transportation

1. Professional personnel shall not be required to transport students in personal vehicles.

E. Teacher-Administrative Conferences

1. The Education Association recognizes the supervisory rights of the employer and the rights of supervisory and administrative personnel to enter into consultation and/or investigation with any employee at any time.

Whenever any professional employee is formally required to appear before the Superintendents, School Boards, or any committee or group or member thereof concerning any matter which could adversely affect or raise question as to the employee or the discharge of his/her duties, position, salary or increments thereto, it shall be understood that the employee shall be given written notice of the reasons five (5) days prior to the meeting or interview (time limits reduced by mutual agreement). The professional employee shall be entitled to have Education Association representatives or legal counsel or both present to advise and represent him/her during such meeting.

F. Compensation for Work Related Injury

1. Absence due to any injury or accident incurred in the course of the employee's duties or assignments or during authorized trips or activities shall be handled in the following manner:

2. The employee will receive full salary from the Board for the first five (5) working days of any such absence which does not disable the employee for seven (7) days (which would not entitle the employee to Workman's compensation). The employee will provide a doctor's excuse to substantiate the absence.

If the injury is compensation eligible, the employee will not be charged sick leave; however, if the injury is determined to be non-

compensation eligible for payment, the Joint Operating Committee will not cover the days, but the employee may use sick leave for the time.

After the first seven (7) days of such absence, employee's sick leave may be used to make up the difference between his or her regular salary and the amount the employee receives from Workman's Compensation so that the employee will receive his/her full salary.

It shall be the employee's option to decide whether to use sick leave for the above purpose.

The employee's sick leave deduction shall be calculated using only the amount paid by the Board. This amount shall be converted to an hourly figure from which the number of sick days deducted may be calculated. This payment would be made only for a maximum of eighty-three (83) days.

If an injury or accident is covered by No Fault Insurance Benefits arising out of an auto accident, this provision shall not apply to days absent in which the employee is compensated under No Fault Insurance Benefits.

G. Changes in Employment (This refers to position assignments; it does not include class loads, curriculum, or other terms or conditions.)

1. Employees shall be given prior notice of sixty (60) calendar days; if the length of their contract is to be reduced and/or if their teaching position shall be changed, altered, or eliminated.

When seniority is involved, seniority means the status of a professional employee as defined in the school code.

H. Faculty Meetings

1. All faculty meetings are to be announced and scheduled in writing at least three (3) days in advance except for emergency situations. Teachers may be allowed to place items on the agenda. A teacher may be excused from attending a meeting with the approval of the Administrative Director.

There shall be a maximum of ten (10) meetings per year. The Administrative Director's part shall not exceed one hour.

For preparation of a State Compliance Review an additional five (5) meeting may be called by the Administrative Director during the twelve (12) months preceding the Compliance Review. The length of the school day may be extended two (2) hours for these meetings.

I. Management Rights

1. The Administration reserves the right to, in writing, reprimand, discipline, suspend, or reduce in rank or compensation for just cause.

ARTICLE IV - RIGHTS OF THE EDUCATION ASSOCIATION

A. Dues Deduction

1. The employer agrees to deduct bargaining agent membership dues from the salary of bargaining unit members provided the Board has been furnished a signed authorization card each year by the individual professional employee authorizing such deduction. Deductions referred to herein shall be made in nine (9) nearly equal installments during the nine (9) consecutive months, beginning in September. All deductions shall be taken from the second pay of each month.

The Association agrees to hold harmless the employer in connection with any cost or litigation arising out of action taken by the employee or the Association pursuant to the membership dues deductions sections of this agreement.

B. Association Meetings

1. It is agreed that meetings of the Education Association may be conducted at the school as long as such meetings are not scheduled during the length of the school work day, and do not conflict with other school activities.

C. Meet and Discuss Meetings

1. Upon request the executive board shall meet with the director to review and discuss school problems and practices, and the administration of this agreement.

If not satisfied with the results of the meeting, the executive board shall meet with the director and chief school administrator.

An agenda will be provided three (3) days in advance for the meeting with the chief school administrator and director.

Minutes of the meeting will be taken by the board secretary with copies provided to the association and joint operating committee. The association may petition for a meeting with the Joint Operating Committee.

D. Board Meetings

1. The public employer will make available to the Education Association the same public information that is supplied to the Joint Operating Committee. Such information as Committee reports and Board minutes will be provided thirty (30) minutes prior to the Board meeting. All other public information which is in the keeping of the public employer and pertinent to the operation of the school shall be made available to the representatives of the Education Association upon request. The Board shall provide to the Association a general outline of the Board meeting on the Friday prior to the meeting.

E. Delegates Release Time

1. With approval of the Education Association, release time will be provided by the public employer for two (2) delegates of the Education Association to attend a maximum of three (3) day meetings of the Pennsylvania State Education Association. The public employer will be reimbursed by the association for the cost of securing substitutes for these absences.

ARTICLE V - TEACHING HOURS

A. Extra Duties

1. When professional personnel agree to perform responsibilities after regular duty hours, they may receive as predetermined by the Joint Operating Committee either an hourly rate equal to the employee's negotiated day-school rate, the advertised rate, or equal compensatory time off, at a mutually agreeable time and date.

The Board reserves the right to assign mandatory overtime responsibilities in emergency or extenuating circumstances provided that first an attempt will be made to find volunteers.

B. Night School

1. Regular day school instructors will be given consideration whenever possible for employment in the Night School Teaching Program.

C. Length of School Day

1. The length of the normal work day shall not exceed seven (7) hours, including a thirty (30) minute duty free lunch period. The remainder of the work day shall be utilized for instruction or planning and preparation time.

2. The work day shall begin after 8:00 A.M. and end before 4:00 P.M., excluding the Practical Nursing staff during clinical hours.

ARTICLE VI - COMPENSATION

A. Method of Payment

1. All professional employees shall be paid in twenty-six (26) payments per year beginning the first pay of the new school year, following two weeks after the last pay of the previous year and continuing on every other Friday. The Director has the discretion to issue the paychecks early prior to a holiday period.

In the event actual salaries cannot be determined, each professional employee shall receive a salary increase of \$400 by the 1st pay in October of the new school year. Upon final, actual determination of salaries.

3. If multiple advisors are appointed in either the VICA or DECA clubs, then the above amounts will be split among them.

G. Tuition Reimbursement

1. All teachers taking courses toward Permanent Certification shall be reimbursed by the Joint Operating Committee 80% of the tuition cost per credit to a maximum of \$150 per approved credit passed.

Reimbursement, as provided in this article, shall not be included in salary, but shall be paid upon receipt of evidence of successful completion.

2. All credits must:

- a. be earned after July 1, 1992
- b. be in the same instructional field as the requesting teacher's current assignment
- c. or, have the advance, written approval of the Executive Director.

H. Early Retirement Benefit

1. Early Retirement Benefit is not part of this contract, but is part of Board policy.

ARTICLE VII - MISCELLANEOUS

A. Staff Vacancies

1. All bargaining unit staff vacancies including newly created positions and supplemental employment shall be advertised to all professional staff members. An opportunity to apply shall be given to all qualified personnel, and no position shall be filled without proper advertisement.

ARTICLE VIII - LEAVES OF ABSENCE

A. Sick Leave

1. All one hundred eighty-two (182) day employees shall be allowed ten (10) sick days per year with pay as provided by school law.

All employees over one hundred eighty-two (182) days and up to and including two hundred thirty-two (232) days shall be allowed eleven (11) sick leave days per year with pay.

All employees over two-hundred thirty-two (232) days shall be allowed twelve (12) sick leave days per year with pay.

Of the allowed sick days, three (3) days of sick leave per year may be used in the event of sickness of an immediate family member.



An immediate family member are those as listed in the School Board Policy Book, Policy #3815.

Sick days will be recorded on the pay stub, however, official accumulated sick days will still be recorded in the personnel record.

B. Personal Days

1. Professional employees will receive four (4) days per year Personal Leave which will be accumulative to seven (7) days.

The Administrative Director shall be notified two (2) days in advance of taking the personal day(s) unless an emergency situation develops where advance notice could not be given in the opinion of the Administration.

Personal days shall not be granted to more than two (2) staff members on the same day and not more than one (1) staff member preceding or following school holidays.

Further, no Personal Days shall be granted the first two or last two weeks of school except emergencies as approved by Administration. No Personal Days will be scheduled in half-day increments.

2. Upon written request, during the month of May, and prior to the last two weeks of school, a professional employee may be paid \$50.00/day for unused personal days to a maximum of three (3) unused personal days per year.

C. Unpaid Leave

1. An unpaid leave of absence of up to one (1) year shall be granted to any Professional Employee upon application for the purpose of,
a. education if a qualified substitute can be found, and
b. because of illness.

2. Prior years of experience, seniority, and sick leave accumulated prior to the leave shall remain intact.

3. Maternity leave of absence without pay will be granted to employees of the school under the following conditions:

- a. The employee and the employee's physician shall jointly determine the beginning date for maternity leave. The school shall be notified well in advance of this date in order to arrange for a suitable substitute teacher to provide continuity in the educational process. In case of adoption, only a two (2) week notice will be required.
- b. Maternity leave and pregnancy related conditions (miscarriage, childbirth, and abortion) shall be granted under the same terms and conditions that are applied to any other illness or temporary physical disability. All or any portion of the leave taken by an employee because of physical disabilities connected with or resulting from pregnancy may, at the employee's option,

- be charged to her available sick leave.
- c. Notification to the Committee of the beginning date of leave and request for sick leave shall include a supporting statement from the employee's physician.
 - d. An employee may return to work when the employee's physician has certified the employee's ability to resume her duties. The Committee shall be notified well in advance of this date.
 - e. Upon return to service from maternity leave, the employee will immediately be reinstated to her former position or a substantially equivalent position. If the position is no longer available due to a reduction in work force or program alteration, the provisions of Section 1125 of the School Code will apply.
 - f. The employee shall retain all rights and benefits to which she was entitled prior to said leave.

4. Child rearing leave without pay is available to all employees immediately following the birth or adoption of a child. This leave can be up to one year in length and shall include any other type of leave in the combination of leaves for one year.

5. The employee shall have the option to reimburse the Clearfield County Vo-Tech School for the continuation of benefits in effect, if the carrier approves, during any and all unpaid leave.

D. Extended Contract Schedule

1. The work schedule for persons employed beyond one hundred eighty-two (182) days shall be by mutual agreement between the individual employee and Administrative Director.

E. Jury Duty

1. Bargaining unit employees shall be granted leave for jury duty. The employee will be considered in full time daily attendance. Jury compensation shall revert to the employer.

ARTICLE IX - INSURANCE AND OTHER RELATED BENEFITS

A. Blue Cross/Blue Shield Coverage

1. The existing Blue Cross/Blue Shield and Major Medical Insurance Program for the employee and his/her family shall be provided at no cost to the employee.

However, should the Joint Operating Committee desire to change medical carriers, they will meet with the Association to discuss the change. No change will be made without the consent of the Association.

3. Income Protection Coverage

1. The employer shall provide an income protection plan for sixty-six and two-thirds ($66 \frac{2}{3}$) percent of an employee's salary if the employee becomes totally disabled due to accident or illness as defined by insurance qualifications.

When sick leave is exhausted, payment shall begin on the thirty-first (31) day from the date of disability.

C. Group Life Insurance Coverage

1. The employer shall provide and pay the full premium for group life insurance in the amount of \$30,000.00 for each professional employee.

Such insurance shall contain accidental death and dismemberment insurance coverage and shall include an option for the employee to purchase additional insurance if agreed to by the carrier.

D. Dental Insurance

1. The employer shall provide a family or individual a dental plan which includes the following:

- a. Basic Blue Shield dental program 100% UCR
- b. Oral Surgery 100% UCR
- c. Orthodontics 50% UCR-limited to dependent children under 19 years of age
- d. One thousand (\$1,000) dollar total program maximum per person per year
- e. Eight hundred (\$800) dollar orthodontic lifetime maximum per person

E. Vision and/or Prescription Insurance

1. When three (3) out of five (5) participating districts provide vision insurance coverage, the Vo-Tech teachers will be provided with the same benefit. The coverage provided will be a plan which is at least equal to the middle plan in the participating districts.

2. The employer shall pay the full premium required to provide prescription insurance coverage for employees and their dependents. This shall be a continuation of the insurance plan which became effective January 1986.

F. Insurance Program Descriptions

1. The Board shall provide to each member of the bargaining unit a description of various insurance programs as soon as possible after the signing of this agreement.

ARTICLE X - TERMS OF EMPLOYMENT AND SALARY

A. Contract Days

1. Contract days for professional employees will be one hundred eighty-two (182) for nine-(9) month employees, two hundred two (202) for ten-(10) month employees, two hundred twenty-two (222) for eleven-(11) month employees, and two hundred thirty-two (232) for twelve-(12) month employees.

B. Extended Contract Pay

1. Professional employees whose contract employs them beyond one hundred eighty-two (182) days shall have their pay adjusted per diem according to the negotiated one hundred eighty-two (182) day salary schedule.

C. New or Prospective Employees

1. The new employee will be shown a copy of the negotiated contractual salary schedule. It is further agreed that no employee shall be hired or maintained below the proper pay level as set by this agreement. If an error is made, Appendix B Letter B takes precedence.

D. Proof of Credits

1. When a professional employee has successfully completed credits affecting salary, he/she shall file for salary increases prior to the first pay in October. Proof of the successful completion of additional credits shall be one of the following:

- a. Grade Sheets or a notarized statement of successful course completion until a transcript is furnished
- b. College Transcripts

ARTICLE XI GRIEVANCES

A. Definitions:

1. Grievance: "Grievance" will mean a complaint by a professional employee, or a group of the same, that there has been an alleged violation, misinterpretation, or misapplication of this contract agreement.

2. Aggrieved Person: "The Aggrieved" is the person(s) making the complaint. A "party-in-interest" is any person(s) who might be required to take action or against whom action might be taken in order to resolve the complaint.

3. Other: the term "school days" as used in the grievance procedure levels refers to week days, Monday through Friday.

B. Purpose:

1. The Grievance Procedure is intended to secure at the lowest possible level and with the least disturbance, fair and equitable solutions to the problems which may from time to time arise which affect the welfare or working conditions of professional employees or the discharge of the professional's duties.

C. Teachers Rights

1. Failure of the Aggrieved to proceed to the next level of the Grievance Procedure within the time limits herein established shall be deemed to be an acceptance on his/her part of the decision(s) rendered.

Failure of the Administration or Board to respond to the grievance within the time limits herein established shall be deemed to be Denial of Action Requested by Aggrieved.

2. The Education Association may represent the Aggrieved beginning at Level II of the Grievance Procedure. If the Education Association feels a situation exists which affects a group of its' members, the Education Association may initiate the Grievance Procedure at Level I.

3. The documents, communications, and records relating to or brought forth in the course of the Grievance Procedure or any information or action hereto relevant shall in no way be caused to be placed in the employee's personnel file without the employee's knowledge.

D. Miscellaneous:

1. All decisions rendered shall be presented in writing to the Aggrieved and the Association President.

2. See attached Grievance Form - Appendix A.

E. Procedure:

1. Level I:

Within thirty (30) days of the occurrence, the aggrieved shall, through written notice via Grievance Form and discussion, bring to the attention of the school's Administrative Director the grievance with the objective of resolving the matter at the building level.

Within five (5) days of such notification the Administrative Director shall meet with the aggrieved.

Within five (5) school days of such meeting, the Administrative Director shall, in writing, inform the Aggrieved and the Association President of his/her decision on the grievance.

2. Level II:

Should the decision at Level I fail to resolve the grievance, either the Aggrieved or the Professional Rights and Responsibilities Committee may within five (5) school days bring this matter to the attention of the Superintendent.

Within five (5) school days the Superintendent shall arrange for and meet with the Aggrieved and the Administrative Director and a Representative of the Association to consider the problem and seek its resolution.

Within five (5) school days of such meeting the Superintendent shall in writing distribute his/her findings and decision to the Aggrieved and the Association Representative.

3. Level III:

Should the Aggrieved or any of the participants in the Level II meeting feel that a satisfactory resolution to the grievance had not been rendered at Level II, said person(s) may within five (5) school days after the receipt of the Superintendent's report refer the matter to the School Board by making a written request directed to the Chairman of the School Board, for the School Board to consider the grievance at its' next regularly scheduled meeting.

This decision of the Vo-Tech School Board should be rendered at this meeting, if possible, but shall not be later than the board's next regularly scheduled meeting.

4. Level IV:

In the event the Aggrieved or his/her representative(s) feel that a satisfactory resolution to the grievance has not been rendered, he/she or his/her representative may submit the matter to binding arbitration.

F. Extension of Time Limits.

1. The time limits specified in the Grievance Procedure, Levels I, II, and III, may be extended by mutual agreement in writing by the authorized representative of each party.

A P P E N D I X - A

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

FORM FOR FILING OF GRIEVANCE

NUMBER _____ LEVEL _____

NAME OF GRIEVANT(S) _____

PROVISION OF CONTRACT: ARTICLE _____ SUBSECTION _____

HOW ALLEGEDLY VIOLATED:

ACTION REQUESTED

SIGNATURE OF GRIEVANT _____ DATE _____

RECEIVED DATE _____

ADMINISTRATIVE RESPONSE

ADMINISTRATOR SIGNATURE _____ DATE _____

EQUAL OPPORTUNITY SCHOOL

A P P E N D I X -- B

SALARY SCHEDULE AND PLACEMENT
1 9 9 2 - 1 9 9 3

INTERIM					VOC II		EARNED			
0-4 YR		5-10 YR		11+ YRS	OR		MASTERS			
TRADE		TRADE		TRADE	BACH		PLUS 15			
YR	STEP	COL 1	COL 2	COL 3	1	YR	STEP	COL 5	COL 6	COL 7
1	1	20500	21800	23000	1	1	1	22000	24500	25000
2	2	21000	22300	23500	1	2	2	22700	25300	25800
3	3	21500	22800	24000	1	3	3	23400	26100	26500
4	4+	21500	22800	24000	1	4	4	24100	26900	27400
					1	5	5	24800	27700	28200
					1	6	6	25500	28500	29000
					1	7	7	26500	29300	29800
					1	8	8	27200	30100	30600
					1	9	9	27900	30900	31400
					1	10	10	28600	31700	32200
					1	11	11	31000	32500	33000
					1	12-14	12	31700	33300	33800
					1	15-16	13	32400	34100	34600
4	1	24000	25300	26500	1	17	14	33100	34900	35400
5	2	24700	26000	27200	1	18-19	15	33800	35700	36200
6	3	25400	26700	27900	1	20	16	34500	36500	37000
7	4	26100	27400	28600	1	21-22	17	35200	37300	37800
8	5	26800	28100	29300	1	23	18	35900	38100	38600
9	6	27500	28800	30000	1	24-25	19	36600	38900	39400
10	7	28200	29500	30700	1	26-27	20	37300	39700	40200
					1	28+	21	38000	40500	41000

A. Employees may not claim both trade years and teaching years for the same period of time, but must apply one or the other in the determination of salary placement.

B. The years of trade and teaching experience and the accorded starting salary for such experiences shall be fixed at the time of employment.

C. Allowance for teaching experience at schools other than the public schools of this or any other state shall be at the discretion of the employer.

D. If an employee holds both Trade and Industrial, and an Instructional Certification in their assigned instructional area when hired, he/she will be placed on the salary schedule at the highest applicable level.

E. When a teacher transfers from the VOC I scale to the VOC II scale they must have a minimum of eight (8) years teaching experience in public education and a VOC II, and they will enter at step 11.

F. Teachers beyond step 21 will receive their base salary plus the median increase each year.

A P P E N D I X - B

SALARY SCHEDULE AND PLACEMENT

1 9 9 3 - 1 9 9 4

INTERIM				VOC II				EARNED			
0-4 YR		5-10 YR		11+ YRS		OR		EARNED		MASTERS	
TRADE		TRADE		TRADE		BACH		MASTERS		PLUS 15	
STEP	COL 1	COL 2	COL 3	1	STEP	COL 5	COL 6	COL 7			
1	22400	23700	24900	1	1	23700	26200	26700			
2	22900	24200	25400	1	2	24400	27000	27500			
3	23400	24700	25900	1	3	25100	27800	28300			
4+	23400	24700	25900	1	4	25800	28600	29100			
				1	5	26500	29400	29900			
				1	6	27200	30200	30700			
				1	7	28200	31000	31500			
				1	8	28900	31800	32300			
				1	9	29600	32600	33100			
				1	10	30300	33400	33900			
				1	11	32700	34200	34700			
				1	12	33400	35000	35500			
				1	13	34100	35800	36300			
1	25700	27000	28200	1	14	34800	36600	37100			
2	26400	27700	28900	1	15	35500	37400	37900			
3	27100	28400	29600	1	16	36200	38200	38700			
4	27800	29100	30300	1	17	36900	39000	39500			
5	28500	29800	31000	1	18	37600	39800	40300			
6	29200	30500	31700	1	19	38300	40600	41100			
7	29900	31200	32400	1	20	39000	41400	41900			
				1	21	39700	42200	42700			

A. Employees may not claim both trade years and teaching years for the same period of time, but must apply one or the other in the determination of salary placement.

B. The years of trade and teaching experience and the accorded starting salary for such experiences shall be fixed at the time of employment.

C. Allowance for teaching experience at schools other than the public schools of this or any other state shall be at the discretion of the employer.

D. If an employee holds both Trade and Industrial, and an Instructional Certification in their assigned instructional area when hired, he/she will be placed on the salary schedule at the highest applicable level.

E. When a teacher transfers from the VOC I scale to the VOC II scale they must have a minimum of eight (8) years teaching experience in public education and a VOC II, and they will enter at step 11.

F. Teachers beyond step 21 will receive their base salary plus the median increase each year.

A P P E N D I X - B

PROJECTED SALARY SCHEDULE AND PLACEMENT

1 9 9 4 - 1 9 9 5

0-4 YR TRADE		INTERIM 5-10 YR TRADE	11+ YRS TRADE		VOC II OR BACH	EARNED MASTERS	EARNED MASTERS PLUS 15	
STEP	COL 1	COL 2	COL 3	1	STEP	COL 5	COL 6	COL 7
1	24500	25850	27050	1	1	25650	28150	28650
2	25050	26350	27550	1	2	26350	28950	29450
3	25550	26850	28050	1	3	27050	29750	30250
4+	25550	26850	28050	1	4	27750	30550	31050
					5	28450	31350	31850
V O C . I					6	29150	32150	32650
C E R T I F I C A T E					7	30150	32950	33450
					8	30850	33750	34250
0-4 YR 5-10 YR 11+ YRS					9	31550	34550	35050
TRADE TRADE TRADE					10	32250	35350	35850
					11	34650	36150	36650
COL 1 COL 2 COL 3					12	35350	36950	37450
					13	36050	37750	38250
1	27650	28950	30150	1	14	36750	38550	39050
2	28350	29650	30850	1	15	37450	39350	39850
3	29050	30350	31550	1	16	38150	40150	40650
4	29750	31050	32250	1	17	38850	40950	41450
5	30450	31750	32950	1	18	39550	41750	42250
6	31150	32450	33650	1	19	40250	42550	43050
7	31850	33150	34350	1	20	40950	43350	43850
					21	41650	44150	44650

A. Employees may not claim both trade years and teaching years for the same period of time, but must apply one or the other in the determination of salary placement.

B. The years of trade and teaching experience and the accorded starting salary for such experiences shall be fixed at the time of employment.

C. Allowance for teaching experience at schools other than the public schools of this or any other state shall be at the discretion of the employer.

D. If an employee holds both Trade and Industrial, and an Instructional Certification in their assigned instructional area when hired, he/she will be placed on the salary schedule at the highest applicable level.

E. When a teacher transfers from the VOC I scale to the VOC II scale they must have a minimum of eight (8) years teaching experience in public education and a VOC II, and they will enter at step 11.

F. Teachers beyond step 21 will receive their base salary plus the median increase each year.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS
AND SEALS THIS DAY OF , 19

Charles J. Carter
WITNESS

W. O. Benigno
ASSOCIATION PRESIDENT

Terry S. Katt
WITNESS

Joseph M. Peters
ASSOCIATION SECRETARY

David Bailey
WITNESS

Harold Miller
OPERATING COMMITTEE PRESIDENT

David Bailey
WITNESS

Allen Vincent Pisanoski
OPERATING COMMITTEE SECRETARY

A-24

CONTRACT AGREEMENT
BETWEEN THE
CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
JOINT OPERATING COMMITTEE
AND
EDUCATION ASSOCIATION
FOR THE SCHOOL YEARS
JULY 1, 1999 THRU JUNE 30, 2003

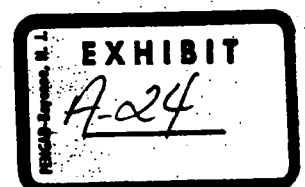


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PREAMBLE

WHEREAS, the Clearfield County Vocational Technical School Board of Directors and the Clearfield County Vocational Technical School Educational Association believe and hereby affirm that their mutual goal and responsibility is to the development and maintenance of the highest quality educational program possible in the Clearfield County Vocational Technical School;

AND WHEREAS, the School Board of Directors and the Education Association have negotiated in good faith with each other to the end that the following contract provisions have been approved;

AND WHEREAS, the parties hereto have, in the course of contract negotiations and all prior interactions, recognized the contributions, judgment and responsibility of the other party with regard to the development and maintenance of the highest quality educational program for the Clearfield County Vocational Technical School;

AND WHEREAS, the parties recognize their future opportunity and responsibility to each other, to the students of the Clearfield County Vocational Technical School and to the community;

The following agreements are hereby made by and between the Clearfield County Vocational Technical School Board of Directors and the Clearfield County Vocational Technical School Education Association with regard to the wages, hours, and other terms and conditions of employment of the professional employees of the Clearfield County Vocational Technical School.

The terms, "employee", "employees", "professional employee(s)", "personnel", "members of the bargaining unit", or "the aggrieved" used throughout the agreement equally and interchangeably are meant to identify only those employees of the school who are members of the bargaining unit.

The terms "Education Association" or "Association" used equally and interchangeably throughout the agreement refer only to the Clearfield County Vocational Technical Education Association and the members or delegates thereof.

The terms "the Board", "Employer", "School Board", "Operating Committee" or "Public Employer" used equally and interchangeably throughout the agreement shall refer only to the joint school boards of the participating districts of the Clearfield County Vocational Technical School and/or the elected Operating Committee for/and of the Clearfield County Vocational Technical School.

ARTICLE I - TERMS OF AGREEMENT

All terms of this agreement shall begin July 1, 1999 and terminate June 30, 2003.

ARTICLE II - CONTRACT

This agreement between the Clearfield County Vocational Technical School Operating Committee and the Clearfield County Vocational Technical Education Association shall begin July 1, 1999 and terminate on June 30, 2003. This agreement shall be binding and controlling over any individual contract thereafter executed between any member of the bargaining unit and the employer.

It is agreed that negotiations with regard to a new contract shall be initiated by the two parties according to a timetable in accord with the Public Employee Relations Act of the Commonwealth of Pennsylvania, Act 195, with negotiations to begin no later than January 10, 2003.

Nothing contained in this agreement shall be interpreted to deny any person his/her rights or benefits under any presently existing law or any law which may become effective during the term of this agreement or any regulation thereunder. Should any part of this agreement be found contrary to law, only the specific part thus found shall be deemed invalid but only to the extent permitted by law. All other parts or provisions of this agreement shall continue in full force and effect.

ARTICLE III - RIGHTS OF PROFESSIONAL EMPLOYEES

A. Parent Conferences

1. Conferences or interviews with parents, guardians, or concerned individuals may be held at the request of such persons, the professional employee, or the director. Once a meeting is requested, it shall be arranged within three (3) days and at a time mutually agreeable to all with advance notice provided. The director or his designee shall also be in attendance.

B. Supervision of Students

1. Under normal circumstances, professional employees shall not be required to conduct any operating class or supervise any group of students other than those enrolled in his or her own class or under his or her daily and direct supervision. Professional employees may be assigned student supervisory duties during assemblies and student activities within the building and during the work-day.

2. The employee will receive full salary from the Board for the first five (5) working days of any such absence which does not disable the employee for seven (7) days (which would not entitle the employee to Workman's compensation). The employee will provide a doctor's excuse to substantiate the absence.

If the injury is compensation eligible, the employee will not be charged sick leave; however, if the injury is determined to be non-compensation eligible for payment, the Joint Operating Committee will not cover the days, but the employee may use sick leave for the time.

After the first seven (7) days of such absence, employee's sick leave may be used to make up the difference between his or her regular salary and the amount the employee receives from Workman's Compensation so that the employee will receive his/her full salary.

It shall be the employee's option to decide whether to use sick leave for the above purpose.

The employee's sick leave deduction shall be calculated using only the amount paid by the Board. This amount shall be converted to an hourly figure from which the number of sick days deducted may be calculated. This payment would be made only for a maximum of eighty-three (83) days.

If an injury or accident is covered by No Fault Insurance Benefits arising out of an auto accident, this provision shall not apply to days absent in which the employee is compensated under No Fault Insurance Benefits.

G. Changes in Employment (This refers to position assignments; it does not include class loads, curriculum, or other terms or conditions.)

1. Employees shall be given prior notice of sixty (60) calendar days; if the length of their contract is to be reduced and/or if their teaching position shall be changed, altered, or eliminated.

When seniority is involved, seniority means the status of a professional employee as defined in the school code.

H. Faculty Meetings

1. All faculty meetings are to be announced and scheduled in writing at least three (3) days in advance except for emergency situations. Teachers may be allowed to place items on the agenda. A teacher may be excused from attending a meeting with the approval of the Administrative Director.

There shall be a maximum of ten (10) meetings per year. The Administrative Director's part shall not exceed one hour.

3. Professional personnel shall be in their program areas at the time of student arrivals both in the morning and afternoon.

4. Professional personnel will be dismissed as soon as the last bus departs on Fridays and days prior to vacations as per school calendar.

ARTICLE VI - COMPENSATION

A. Method of Payment

1. All professional employees shall be paid in twenty-six (26) payments per year beginning the first pay of the new school year, following two weeks after the last pay of the previous year and continuing on every other Friday. The Director has the discretion to issue the paychecks early prior to a holiday period.

In the event actual salaries cannot be determined, each professional employee shall receive a salary increase of \$400 by the 1st pay in October of the new school year. Upon final, actual determination of salaries, adjustments will be made to a professional employees' salary and made retroactive to the first pay of the new school year.

Each employee shall be able to draw all salary to which he/she is entitled in one lump-sum payment upon separation (dismissal) or in the pay period following the end of the employee's work year for resignations, retirements and furloughs, or in June. Each employee must provide at least one month notification for receipt of final lump sum payment.

B. Severance Pay

1. Upon retirement, all employees shall be paid for all unused accumulated sick leave at the rate of fifty dollars (\$50.00) per unused day.

2. Retirement will be defined as approved by the Pennsylvania State School Employees' Retirement System and/or Social Security regulations.

C. Reimbursement for Education Conferences

1. All professional employees shall be reimbursed for all expenses incurred for in-service training, conferences, meetings, or similar activities approved by the School Administrators.

2. The employer agrees to pay all appropriate expenses for approved conferences. Any and all participation by bargaining unit members for these activities shall be on a voluntary basis.

It is understood that the above does not apply to training or education for which the employee receives college or university credits, or for such schooling as is required for a degree, or for state certification in the employee's area of employment by the school.

3. All contractual in-service days are non-reimbursable within the geographical area of the six sending districts.

D. Travel Allowance

1. Approved travel allowance shall be paid at the approved IRS rate.

E. Salary Schedule

1. All professional employees shall receive a salary according to the salary schedule.

Once placed on the schedule, each year thereafter the professional employee will be given the third salary increase from the top of the six (6) sending districts and move on the salary schedule as defined in Appendix B.

F. School Sponsored Activities

1. VICA Advisor(s) - \$3000 DECA Advisor(s) - \$1000 Yearbook Advisor(s) - \$1000

2. If multiple advisors are appointed in either the VICA or DECA clubs, then the above amounts will be split among them.

G. Tuition Reimbursement

1. All teachers taking courses toward Permanent Certification shall be reimbursed by the Joint Operating Committee 80% of the tuition cost per credit to a maximum of \$225 per approved credit passed. Any state mandated credits, beyond a level II Certification will be fully reimbursed.

Reimbursement, as provided in this article, shall not be included in salary, but shall be paid upon receipt of evidence of successful completion.

2. All credits must:

- a. be toward permanent Level II Certification (Vocational II, Instructional II, Specialist II) within the professional's assigned area
- b. or must be towards certification in a program or area within the Vo-Tech system with advanced written permission of the Executive Director.

H. Early Retirement Benefit

1. Early Retirement Benefit is not part of this contract, but is part of Board policy.

ARTICLE VII - MISCELLANEOUS

A. Staff Vacancies

1. All bargaining unit staff vacancies including newly created positions and supplemental employment shall be advertised to all professional staff members. An opportunity to apply shall be given to all qualified personnel, and no position shall be filled without proper advertisement.

ARTICLE VIII - LEAVES OF ABSENCE

A. Sick Leave

1. All one hundred eighty-two (182) day employees shall be allowed ten (10) sick days per year with pay as provided by school law.

All employees over one hundred eighty-two (182) days and up to and including two hundred thirty-two (232) days shall be allowed eleven (11) sick leave days per year with pay.

All employees over two-hundred thirty-two (232) days shall be allowed twelve (12) sick leave days per year with pay.

Of the allowed sick days, three (3) days of sick leave per year may be used in the event of sickness of an immediate family member.

An immediate family member are those as listed in the School Board Policy Book, Policy #3815.

Sick days will be recorded on the pay stub, however, official accumulated sick days will still be recorded in the personnel record.

B. Personal Days

1. Professional employees will receive four (4) days per year Personal Leave which will be accumulative to seven (7) days.

The Administrative Director shall be notified two (2) days in advance of taking the personal day(s) unless an emergency situation develops where advance notice could not be given in the opinion of the Administration.

If the position is no longer available due to a reduction in work force or program alteration, the provisions of Section 1125 of the School Code will apply.

- f. The employee shall retain all rights and benefits to which she was entitled prior to said leave.

4. Child rearing leave without pay is available to all employees immediately following the birth or adoption of a child. This leave can be up to one year in length and shall include any other type of leave in the combination of leaves for one year.

5. The employee shall have the option to reimburse the Clearfield County Vo-Tech School for the continuation of benefits in effect, if the carrier approves, during any and all unpaid leave.

D. Extended Contract Schedule

1. The work schedule for persons employed beyond one hundred eighty-two (182) days shall be by mutual agreement between the individual employee and Administrative Director.

E. Jury Duty

1. Bargaining unit employees shall be granted leave for jury duty. The employee will be considered in full time daily attendance. Jury compensation shall revert to the employer.

ARTICLE IX - INSURANCE AND OTHER RELATED BENEFITS

A. Blue Cross/Blue Shield Coverage

1. The existing Blue Cross/Blue Shield and Major Medical Insurance Program for the employee and his/her family shall be provided at no cost to the employee.

However, should the Joint Operating Committee desire to change medical carriers, they will meet with the Association to discuss the change. No change will be made without the consent of the Association.

B. Income Protection Coverage

1. The employer shall provide an income protection plan for sixty-six and two-thirds ($66 \frac{2}{3}$) percent of an employee's salary if the employee becomes totally disabled due to accident or illness as defined by insurance qualifications.

When sick leave is exhausted, payment shall begin on the thirty-first (31) day from the date of disability.

C. Group Life Insurance Coverage

1. The employer shall provide and pay the full premium for group life insurance in the amount of \$30,000.00 for each professional employee.

Such insurance shall contain accidental death and dismemberment insurance coverage and shall include an option for the employee to purchase additional insurance if agreed to by the carrier.

D. Dental Insurance

1. The employer shall provide a family or individual a dental plan which includes the following:

- a. Basic Blue Shield dental program 100% UCR
- b. Oral Surgery 100% UCR
- c. Orthodontics 50% UCR-limited to dependent children under 19 years of age
- d. One thousand (\$1,000) dollar total program maximum per person per year
- e. Eight hundred (\$800) dollar orthodontic lifetime maximum per person

E. Vision and/or Prescription Insurance

1. When three (3) out of six (6) participating districts provide vision insurance coverage, the Vo-Tech teachers will be provided with the same benefit. The coverage provided will be a plan which is at least equal to the middle plan in the participating districts.

2. The employer shall pay the full premium required to provide prescription insurance coverage for employees and their dependents with a co-payment of \$6.00 per prescription.

F. Insurance Program Descriptions

1. The Board shall provide to each member of the bargaining unit a description of various insurance programs as soon as possible after the signing of this agreement.

ARTICLE X - TERMS OF EMPLOYMENT AND SALARY

A. Contract Days

1. Contract days for professional employees will be one hundred eighty-five (185) for nine-(9) month employees, two hundred two (202) for ten-(10) month employees, two hundred twenty-two (222) for eleven-(11) month employees, and two hundred thirty-two (232) for twelve-(12) month employees.

2. Of the one hundred eighty-five (185) contractual days, one hundred eighty (180) will be instructional with five (5) inservice days. If a common 180 instructional day calendar cannot be agreed upon by the sending districts, additional instructional days may be added with mutual agreement of the association and administration.

B. Extended Contract Pay

1. Professional employees whose contract employs them beyond one hundred eighty-five (185) days shall have their pay adjusted per diem according to the negotiated one hundred eighty-five (185) day salary schedule.

C. New or Prospective Employees

1. The new employee will be shown a copy of the negotiated contractual salary schedule. It is further agreed that no employee shall be hired or maintained below the proper pay level as set by this agreement. If an error is made, Appendix B Letter B takes precedence.

D. Proof of Credits

1. When a professional employee has successfully completed credits affecting salary, he/she shall file for salary increases prior to the first pay in October. Proof of the successful completion of additional credits shall be one of the following:

- a. Grade Sheets or a notarized statement of successful course completion until a transcript is furnished
- b. College Transcripts

ARTICLE XI GRIEVANCES

A. Definitions:

1. Grievance: "Grievance" will mean a complaint by a professional employee, or a group of the same, that there has been an alleged violation, misinterpretation, or misapplication of this contract agreement.

2. Aggrieved Person: "The Aggrieved" is the person(s) making the complaint. A "party-in-interest" is any person(s) who might be required to take action or against whom action might be taken in order to resolve the complaint.

3. Other: the term "school days" as used in the grievance procedure levels refers to week days, Monday through Friday.

B. Purpose:

1. The Grievance Procedure is intended to secure at the lowest possible level and with the least disturbance, fair and equitable solutions to the problems which may from time to time arise which affect the welfare or working conditions of professional employees or the discharge of the professional's duties.

C. Teachers Rights

1. Failure of the Aggrieved to proceed to the next level of the Grievance Procedure within the time limits herein established shall be deemed to be an acceptance on his/her part of the decision(s) rendered.

Failure of the Administration or Board to respond to the grievance within the time limits herein established shall be deemed to be Denial of Action Requested by Aggrieved.

2. The Education Association may represent the Aggrieved beginning at Level II of the Grievance Procedure. If the Education Association feels a situation exists which affects a group of its' members, the Education Association may initiate the Grievance Procedure at Level I.

3. The documents, communications, and records relating to or brought forth in the course of the Grievance Procedure or any information or action hereto relevant shall in no way be caused to be placed in the employee's personnel file without the employee's knowledge.

D. Miscellaneous:

1. All decisions rendered shall be presented in writing to the Aggrieved and the Association President.

2. See attached Grievance Form - Appendix A.

E. Procedure:

1. Level I:

Within thirty (30) days of the occurrence, the aggrieved shall, through written notice via Grievance Form and discussion, bring to the attention of the school's Administrative Director the grievance with the objective of resolving the matter at the building level.

Within five (5) days of such notification the Administrative Director shall meet with the aggrieved.

Within five (5) school days of such meeting, the Administrative Director shall, in writing, inform the Aggrieved and the Association President of his/her decision on the grievance.

2. Level II:

Should the decision at Level I fail to resolve the grievance, either the Aggrieved or the Professional Rights and Responsibilities Committee may within five (5) school days bring this matter to the attention of the Superintendent.

Within five (5) school days the Superintendent shall arrange for and meet with the Aggrieved and the Administrative Director and a Representative of the Association to consider the problem and seek its' resolution.

Within five (5) school days of such meeting the Superintendent shall in writing distribute his/her findings and decision to the Aggrieved and the Association Representative.

3. Level III:

Should the Aggrieved or any of the participants in the Level II meeting feel that a satisfactory resolution to the grievance had not been rendered at Level II, said person(s) may within five (5) school days after the receipt of the Superintendent's report refer the matter to the School Board by making a written request directed to the Chairman of the School Board, for the School Board to consider the grievance at its' next regularly scheduled meeting.

This decision of the Vo-Tech School Board should be rendered at this meeting, if possible, but shall not be later than the board's next regularly scheduled meeting.

4. Level IV:

In the event the Aggrieved or his/her representative(s) feel that a satisfactory resolution to the grievance has not been rendered, he/she or his/her representative may submit the matter to binding arbitration.

F. Extension of Time Limits.

1. The time limits specified in the Grievance Procedure, Levels I, II, and III, may be extended by mutual agreement in writing by the authorized representative of each party.

A P P E N D I X - A

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

FORM FOR FILING OF GRIEVANCE

NUMBER _____ LEVEL _____

NAME OF GRIEVANT(S) _____

PROVISION OF CONTRACT: ARTICLE _____ SUBSECTION _____

HOW ALLEGEDLY VIOLATED:

ACTION REQUESTED

SIGNATURE OF GRIEVANT _____ DATE _____

RECEIVED DATE _____

ADMINISTRATIVE RESPONSE

ADMINISTRATOR SIGNATURE _____ DATE _____

EQUAL OPPORTUNITY SCHOOL

ADDENDUM TO APPENDIX - B

1998 - 1999 SALARY SCHEDULE AND PLACEMENT

INTERIM				VOC II OR BACH			
0-4 YR TRADE	5-10 YR TRADE	11+ YRS TRADE			EARNED MASTERS	EARNED MASTERS PLUS 15	
STEP	COL 1	COL 2	COL 3	STEP	COL 5	COL 6	COL 7
1	29502	30802	32002	1	30202	32502	32602
2	30002	31302	32502	2	30902	33302	33402
3	30502	31802	33002	3	31602	34102	34202
4+	30502	31802	33002	4	32302	34902	35002
				5	33002	35702	35802
				6	33702	36502	36602
				7	34702	37302	37402
				8	35402	38102	38202
				9	36102	38902	39002
				10	36802	39702	39802
				11	39202	40502	40602
				12	39902	41302	41402
				13	40602	42102	42202
				14	41302	42902	43002
				15	42002	43702	43802
				16	42702	44502	44602
				17	43402	45302	45402
				18	44102	46102	46202
				19	44802	46902	47002
				20	45502	47702	47802
				21	46202	48502	48602

A. Employees may not claim both trade years and teaching years for the same period of time, but must apply one or the other in the determination of salary placement.

B. The years of trade and teaching experience and the accorded starting salary for such experiences shall be fixed at the time of employment.

C. Allowance for teaching experience at schools other than the public schools of this or any other state shall be at the discretion of the employer.

D. If an employee holds both Trade and Industrial, and an Instructional Certification in their assigned instructional area when hired, he/she will be placed on the salary schedule at the highest applicable level.

E. When a teacher transfers from the VOC I scale to the VOC II scale they must have a minimum of eight (8) years teaching experience in public education and a VOC II, and they will enter at step 11.

F. Teachers beyond step 21 will receive their base salary plus the median increase each year.

39202
1456

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS

AND SEALS THIS 10th DAY OF May, 19 99

Terry E. Hurt
WITNESS

William Carbone
ASSOCIATION PRESIDENT

Terry E. Hurt
WITNESS

Darlene J. Molloy
ASSOCIATION SECRETARY

Eileen Vornicht Piszarski
WITNESS

Kenneth L. Veithdeffer
OPERATING COMMITTEE PRESIDENT

Pat M. Piszarski
WITNESS

Eileen Vornicht Piszarski
OPERATING COMMITTEE SECRETARY

**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
JOB DESCRIPTION**

TITLE: Practical Nursing Coordinator
REPORTS TO: Executive Director
Clearfield County Vo-Tech

POSITION SUMMARY: The coordinator of the Practical Nursing Program is responsible for the direction, supervision, and coordination of all functions as required by the State Board of Nursing, the Department of Education, National League of Nursing Accrediting Commission, and Joint Operating Committee. Professional duties include: supervision of faculty and program, evaluation and improvement of program. Cooperates with other professionals to facilitate long range planning for growth and progress of program.

RESPONSIBILITIES:

I. Administration

- * A. Organize, direct, and supervise the Practical Nursing Faculty to accomplish the program objectives within the state laws, guidelines, and policies of the approving agencies.
- B. Assist in the formulation of policies of the program in cooperation with sponsoring school administration.
- * C. Establish policies for the recruitment and selection of students with the assistance of Faculty.
- * D. Supervise and evaluate Faculty members' performance, including productivity.
- * E. Maintain a guidance and counseling program for students.
- * F. Evaluate the curriculum, with Faculty assistance, making revisions as needed.
- * G. Evaluate all aspects of the program, with the assistance of Faculty, and in accordance with the Master Evaluation plan.
- * H. Establish and maintain an adequate and safe system of student and faculty records in accordance with Federal, State, and Local Laws.
- * I. Develops, implements, and monitors goals for the program.
- J. Develops and markets approaches for recruitment and retention.

APPROVED:

1st Reading - JOC Meeting 12/16/98

2nd Reading - JOC Meeting 01/11/99

EQUAL OPPORTUNITY SCHOOL

*Essential Duties

December 16, 1998

II. OPERATIONAL

- * A. Complies with regulators requirements including State Board of Nursing, National League of Nursing Accrediting Commission and other State and Federal mandates.
- B. Assists in the recruitment, interviewing and selection of faculty personnel and staff.
- * C. Interviews, selects and orients students with the assistance of the Faculty.
- * D. Prepares the yearly Practical Nursing budget.
- * E. Prepares and submit state reports as required for budget purposes.
- * F. Provides procedure for evaluation of student progress throughout the program.
- G. Participates in classroom teaching and assists in clinical phase of the curriculum as necessary.
- H. Assists in scheduling and organizing the students participation in community health programs.
- * I. Provides information to the Faculty and the students concerning Campus Security and Drug Free workplace.
- * J. Assures compliance of program practices with regulations.
- * K. Evaluates, counsels, motivates, and consistently uses appropriate disciplinary action for personnel under his/her direction.
- * L. Collaborates with clinical agencies to coordinate program issues and goals.
- * M. Collaborates with faculty for student education.
- N. Recommends appropriate staffing and scheduling patterns based on student/instructor ratios, staff competency, and available resources.
- * O. Participates in the development of new instructional methods.

III PROFESSIONAL DEVELOPMENT

- A. Participate in civic and professional organizations.
- B. Organizes Faculty development programs with the assistance of faculty.
- * C. Keeps up with changes in nursing education and remains current in issues, practices, and trends related to healthcare.
- D. Supports changes designed and implemented to meet challenges, practices, and new trends.
- * E. Keeps current in issues, practices, and new trends related to healthcare and the practice of educational administration.
- F. Demonstrates continuing clinical practice in areas of specialty.
- G. Maintain membership in professional organization and participates in sharing information attained through active participation.

IV. INTERPERSONAL SKILLS/COMMUNICATION

- A. Establish positive working relationships with cooperating agencies, the school, and the community.
- * B. Practices, promotes, and maintains effective interpersonal communications among faculty, staff, and students.
- * C. Creates a climate of mutual respect and collaboration among faculty, students, and cooperating agencies.
- D. Practices positive problem solving strategies and problem solves effectively using logic and sound decision making model.
- E. Develops peer networking relationships with Vo-Tech faculty and external PN program coordinators.

V. LEADERSHIP

- * A. Conducts regular Faculty meetings.

- * B. Provides orientation of new Faculty members.
- C. Demonstrates positive role modeling for professional development.
- * D. Establishes and maintains good rapport and cooperative working relationships with faculty, staff, students, and customers.
- E. Manages responsibilities in an effective and consistent manner.
- F. Manages changes within the program effectively and successfully.
- * G. Conducts all aspects of coordinators role in a fair, consistent, and effective manner.
- * H. Performs any other duties, appropriate to the Practical Nursing Program, that may be assigned by the Executive Director.

VI. PERSONAL CHARACTERISTICS

- A. Displays professional image, positive attitude, initiative, and enthusiasm.
- B. Possesses effective individual/group presentation skills.
- C. Maintains a professional appearance with appropriate dress.
- D. Responds promptly to student/customer requests for service within the scope of the employee's responsibilities.
- E. Facilitates and supports co-worker's service efforts within the reasonable scope of the employee's responsibilities.
- * F. Respects student/customer privacy through the maintenance of confidentiality of information concerning student/customers.
- G. Abides by school policies and work rules.

QUALIFICATIONS / REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE

Graduate from an approved school of professional nursing. Current registration as a professional nurse in the commonwealth of Pennsylvania. A Masters Degree in Nursing, minimum of 3 years experience in clinical specialty and 2 years administrative experience preferred. The nurse coordinator shall have a specific plan for completing work towards a Master's degree in nursing. Five years shall be granted from the date of employment to obtain a Master's Degree in Nursing.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general periodicals, professional journal, technical procedures, or governmental regulations. Ability to write correspondence and procedures. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs. Ability to compute medication dosages accurately. Some use of statistics.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

While performing the duties of this job, the employee is regularly required to stand; use hands and fingers to perform procedures and enter data into computer at point of care; reach with hands and arms; and talk or hear. The employee frequently is required to walk. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl.

The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Potential for exposure to chemicals, communicable diseases, hazardous materials and waste, and CRT viewing, potential for exposure to adverse weather conditions and stress.

The noise level in the work environment is usually moderate.

Must provide own vehicle for transportation while on duty.

This information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

APPROVED

Terry E. Hart 2-2-99
Executive Director Date

Elaine Lechart 2/2/99
Practical Nursing Coordinator Date

EQUAL OPPORTUNITY SCHOOL

*Essential Duties

PRACTICAL NURSING PROGRAM SURVEY - February 23, 2000

A-26

	1999-2000 Tuition	2000-2001 Tuition	Days in Program	Hours in Program	Classes Per Year	Students Per Year	F / Pt Faculty	% Coord. in class	% Coord. in clinical
Albion Career & Tech Ctr	6100	6100	1 yr	1564	1	45	1 / 1	4	44
Bucks Co. AVTS	6500	6800 app.	222	1554	1	35	3 / 0	0-25	0-25
Center for Arts & Tech	8173.20	9174	240	1668	2	104	3 / 3	25	25
Clearfield Co. AVTS	10,000	10,000	218	1526	1	24-30	1 / 0	16	40
Crawford Co. AVTS	7500 + 160	8000 + 160	233	1500	1	20-25	1 / 2	10	10
Eastern Center for A&T	6800	6800	240	1530	2 + 1 pt in eve on even years	40-42 / 24 eve	2 / 2		2 mo. fall/2 mo. spring
Erie City School District	10,500	11,000 est.	240	1680	1	30-35	2 / 1	10	10
Fayette Co. AVTS	4,000	??	222	1554	2	50-55	3 / 1	25	25
Forbes Road East AVTS	6500	??	223	1561	1 / 1	15-30	0 / 3	3	0
Greene Co. AVTS	7400	??	230	1610	1	20-24	2 / 0	50	50
Juniata-Mifflin Co. AVTS	6325 + 832	6500 + 890	239	1543	2	36	3 / 0	40	25
Lancaster Co. CTC	5000 / 6000 eve 18 mo.	??	226	1575	3 day / 1 eve. every 18 mos.	90 day / 20-30 eve	6 / 4	17	5
Lawrence Co AVTS	9500	?	236	1534	2	30	2 / 1	0-25	0-25
Lebanon County AVTS	6200	6350-6400	220	1540	1	45-50	3 / 0	25	0
Lehigh Carbon Comm. Col	3848 + lab fee 10-30	??	3 semesters	1515	1 every third sem. (2 in 3 yrs)	18-25	3 / 1	25	50
Lenape AVTS	6,300 + 250 registration fee	6,500-6,700 + 250 registration fee	222	1554	2 / 1	60	3 / 2	25	0
Northern Tier Career Center	7960	?	224	1520	1	20-30	1 / 1	40	0
Pittsburgh Public Schools	4500	4500	239	1552	2	70	4 / 5	0	0
Upper Bucks Co. AVTS	6950 ?	6950 ?	12 mo	1520	1	25-40	2 / 3	25	0
Venango Co. AVTS	7725	8000	215	1500	1	30	2 / 1	2	2
Western AVTS	6081	6530	229	1603	1	30-35	2 / 1	50 total	50 total
York Co. AVTS	July 6276, Jan 6448	Jul, 6483, Jan 6631	220	1540	2	70	4 / 4	2	0

See 3-11-00

CLEARFIELD COUNTY VOCATIONAL-TECHNICAL SCHOOL**PRACTICAL NURSING
PROGRAM**

R.D. #1 • Box 5
Clearfield, Pa. 16830
814 • 765-4047

**ELSIE REICHART
CURRENT (LEVEL II)****TEACHING
SCHEDULE****1999-2000 CLASS**

- EQUAL OPPORTUNITY SCHOOL -



CLEARFIELD COUNTY VOCATIONAL-TECHNICAL SCHOOL



PRACTICAL NURSING
PROGRAM

R.D. #1 - Box 5
Clearfield, Pa. 16830
814 - 765-4047

ELSIE REICHART - TEACHING SCHEDULE Level II

CLINICAL

CLASS

Week 2

January 5 - Wednesday
January 6 - Thursday
January 7 - Friday

Week 3

January 11 - Tuesday
January 12 - Wednesday
January 13 - Thursday

Week 4

January 20 - Thursday
January 21 - Friday

Week 5

January 27 - Thursday
January 28 - Friday

Week 6

January 31 - Monday - IV Lab

Week 6

Cardiovascular

February 1 - Tuesday - CV - 7 hr
February 2 - Wednesday - CV - 7 hr

Week 7 - 0

Week 7

February 7 - Monday - CV - 7hr
February 8 - Tuesday - CV - 7hr

• EQUAL OPPORTUNITY SCHOOL •

Week 8

February 10 - Thursday - LAB

February 11 - Friday - LAB

Week 9 - 0

Week 10

March 2 - Thursday

March 3 - Friday

Week 11

March 7 - Tuesday - Clinical

March 8 - Wednesday - Clinical

March 9 - Thursday - Clinical

Week 11

Endocrine System - 7 hr.

March 6 - Monday (Sue Sypa III)

Week 12

March 16 - Thursday - Clinical

March 17 - Friday - Clinical Lab

Week 13

March 23 - Thursday - Clinical

March 24 - Friday - Clinical Lab

Week 14

March 30 - Thursday - Clinical

March 31 - Friday - Clinical

Week 15

April 5 - Wednesday - Clinical

Week 16

April 13 - Thursday - Clinical

April 14 - Friday - Clinical

Week 17

April 18 - Tuesday - Clinical

April 19 - Wednesday - Clinical

Total 29 Clinical Days

Total 5 Class Days

S-2

S-2

CLEARFIELD COUNTY VOCATIONAL-TECHNICAL SCHOOL



PRACTICAL NURSING
PROGRAM

R.D. #1 - Box 5
Clearfield, Pa. 16830
814 - 765-4047

CLASS SYLLABUS

1995-1998



• EQUAL OPPORTUNITY SCHOOL •

7

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
Practical Nursing Program

COURSE DESCRIPTION

Level I

Personal and Vocational Relationships:

A study of ethical, moral, social, and human relationships as they apply to Practical Nursing and personal growth. There is an introduction to the holistic approach to learning with recognition of Maslow's Hierarchy of Needs and utilization of the nursing process. The past and future trends in nursing are discussed. The various nursing organizations will be introduced. Orientation to the membership in the Student Association is explained, so that skills will be developed for group interaction and leadership.

Scientific Nursing Principles:

This course introduces the basic sciences. Included are principles from chemistry and physics. Emphasis is placed on microbiology and the pathophysiological aspects essential for the study of body disorders. Theory of human anatomy and physiology begins with the study of the musculo-skeletal system.

Nursing Fundamentals:

A study of the principles and practice of nursing skills in giving holistic care to adult clients with short and long term needs. Basic principles include the physical and biological sciences, microbiology and anatomy and physiology. Included in this course is an introduction to the role of the practical nurse as a member of the health team. Principles of psychology and sociology as a basis for understanding human behavior are included. Emphasis is placed on body mechanics and nursing procedures in laboratory practice and clinical experience. Concepts of normal nutrition are studied with the recognition that nutrition is one of the common threads forming the framework of basic health. Basic principles for the administration of IV therapy is included.

Medical-Surgical Nursing I:

This course includes theory and clinical experience in giving holistic nursing care to adult clients with simple short or long term nursing needs. Integrated in this course are the principles of normal and therapeutic nutrition, drug therapy, anatomy, and physiology. The nursing process is utilized providing client care.

EQUAL OPPORTUNITY SCHOOL

Course Description

Page 2

Level IIMedical-Surgical Nursing II:

This course includes theory and clinical experience in caring for adult clients with short and long term nursing needs associated with moderately complex common medical and surgical disorders. Integrated into this course will be related anatomy and physiology and dietary modifications. Drug administration theory is included and experience will be provided in giving prescribed medications to clients. Further knowledge of IV therapy, the equipment and the procedure to perform venipuncture and administer IV therapy is included. One day observation will be scheduled in Central Supply, Physical Therapy, Imaging Department, Cardiopulmonary, and Laboratory Departments. The students will begin clinical rotation in the Operating Room and the Home Health Departments. The nursing process is utilized in providing client care.

Maternal-Child Nursing:

This course includes the needs of the expectant mother during pregnancy, labor and following delivery, and the specific needs of the newborn, the child and the adolescent. There will be emphasis on growth and development, emotional needs of children and school and family relationships. Drugs and diet therapy are integrated. Clinical experience begins the third week and includes caring for the needs of a mother during labor and following delivery and meeting the specific needs of the newborn, child and adolescent. Observations of prenatal and postnatal care will be provided in an obstetrician's office. Child care and growth and development will be observed in a pediatrician's office. The nursing process is utilized in providing client care.

Level IIIMedical-Surgical Nursing III:

This course includes theory and clinical practice in caring for clients of all ages with more complex short term and long term nursing needs. Included in this course is the study of neurological disorders, emergency nursing, visual and hearing impairments, communicable and integumentary diseases. Anatomy and physiology, pharmacology and the therapeutic dietary modifications will be integrated. Individualized goal directed nursing care shall be emphasized through use of the nursing process. Communication skills and interpersonal relationships shall be further developed during the study of psychiatric nursing. Rehabilitation and client/family education will be emphasized. During this course experience will be provided for observation in the Intensive Care Unit, Emergency Room, Operating Room, Doctor's office, and Home Health Nursing.

Course Description

Page 3

Maternal-Child Nursing:

Clinical experience includes caring for the needs of a mother during labor and following delivery and meeting the specific needs of the newborn, child, and adolescent. Observation of prenatal and postnatal care will be provided in an Obstetrician's office. Child care and growth and development will be observed in a pediatrician's office. The nursing process is utilized in providing client care.

Nursing Opportunities:

A study of the wide range of career opportunities available to The practical nursing graduate. Emphasis will be placed on nursing organizations, continuing education and the responsibilities of the practical nurse as a member of the health team, licensure procedures, writing resumes, completing job applications and the job interview are included. Principles of leadership and the elements of management are discussed. The role of the practical nurse will be identified by observations and experience in a long term care facility.

April, 1996
February, 1995
January, 1992
April, 1988
March, 1986
June, 1985
June, 1982
January, 1981

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
Practical Nursing Program
CURRICULUM OUTLINE

<u>Level I 17 Weeks</u>			
<u>Course Titles</u>	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Personal and Vocational Relationships	20		20
Scientific Nursing Principles	30		30
Nursing Fundamentals	172		172
Medical-Surgical Nursing I	84	210	294
CLINICAL EXPERIENCE BEGINS IN 5TH. WEEK	306	210	516
<u>Level II 17 Weeks</u>			
<u>Course Titles</u>	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Medical-Surgical Nursing II	132	301	433
Maternal-Child Nursing Theory	75		75
	207	301	508
<u>Level III 18 Weeks</u>			
<u>Course Titles</u>	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Maternal-Child Nursing (Clinical Experience)		133	133
Medical-Surgical Nursing III	104	249	353
Nursing Opportunities	15		15
	120	382	502
<u>Summary of Curriculum</u>	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Level I	306	210	516
Level II	207	301	508
Level III	120	382	502
	633	893	1,526

Total Theory Hours.....	633	January, 1993
Total Clinical Hours.....	893	February, 1993
Total Curriculum Hours.....	1,526	January, 1994
Holidays.....	8 days	March, 1993
Vaction.....	4 Weeks (Approximately)	July, 1993

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
Practical Nursing Program

UNITS OF INSTRUCTION

LEVEL I

<u>NURSING FUNDAMENTALS</u>		<u>TOTAL HOURS 172</u>	<u>PERSONAL AND VOCATIONAL RELATIONSHIPS</u>		<u>TOTAL HOURS 20</u>
Units I	Adapting to the Hospital Environment	6	Units I	Orientation	6
II	Principles of Body Mechanics	13	II	Introduction to Learning	2
III	Basic Health Care	16	III	History of Nursing	1
IV	Assessing Vital Signs	20	IV	Nursing Models	1
V	Surgical Nursing - Pre-operative, Operative and Post-operative Care		V	Introduction Nursing Process/ Problem Solving	1
VI	Communication Skills, Admission and Discharge, Patient's Records, Assisting with Physical Examination	20	VI	Practical/Vocational Nursing Education	1
VII	Basic Normal Nutrition, Fluids and Electrolytes, Elimination Needs	22	VII	Health Care System	2
VIII	Catheterization, Application of Heat and Cold	30	VIII	Health Care Facilities/Health Care Team	1
IX	Geriatric Nursing, The Cancer Client, Coping with Crisis, Grief and Death	9	IX	The Client-Focus of Care	3
X	Isolation	6	X	Ethical and Legal Responsibilities	2
<u>MEDICAL-SURGICAL NURSING I</u>		<u>TOTAL HOURS 84</u>	<u>SCIENTIFIC PRINCIPLES</u>		<u>TOTAL HOURS 30</u>
Units I	Musculo-Skeletal System	19	Units I	Introduction and Basic Concepts	8
II	Gastro-Intestinal System	36	II	Human Cell: Structure and Function	2
III	Respiratory System	29	III	Tissues and Membranes	4
			IV	Microorganisms and the Body's Response	6
			V	Musculo-Skeletal System	10

LEVEL IIMEDICAL-SURGICAL
NURSING IITOTAL HOURS 132

Units I	Administration of Medications	33
II	Cardio-vascular System	36
III	Endocrine System	24
IV	Urological System	25
V	Reproductive Unit	14

MATERNAL-CHILD NURSINGTOTAL HOURS 75

Units I	History of Statistics- Physiology of Reproductive System, Growth and Development in Utero, Prenatal Period	16
II	Labor and Delivery	10
III	Normal Puerperium	8
IV	Normal Newborn-Complications of Pregnancy, Labor and Puerperium, Care of Newborn Abnormalities and Diseases of Newborn	16
V	Pediatric Principles, Growth and Development of Infant, Disorder of Infant	7
VI	Growth and Development of Toddler	7
VII	Growth and Development of the Pre-Schooler, Disorders of the Pre-Schooler, Growth and Development of the School-Age Child, Growth and Development of the Adolescent, Disorder of the Adolescent	11

UNITS OF INSTRUCTIONLEVEL IIIMEDICAL-SURGICAL
NURSING IIITOTAL HOURS 104

Units I	Nervous System	24
II	Visual-Hearing	13
III	Communicable	14
IV	Psychiatric Nursing	24
V	Emergency Nursing	12
VI	Integumentary	12
VII	Achievement Test	5

NURSING OPPORTUNITIESTOTAL HOURS 16

Units I	Employment Opportunities and Responsibilities	2
II	Principles of Leadership	6
III	Nursing Organizations	1
IV	Health Care Delivery System	3
V	Keeping up with your Legal Responsibilities	3
VI	Educational Opportunities	1

TOTAL THEORY HOURS

TOTAL CLINICAL HOURS

TOTAL HOURS

633

893

1526

January, 1996
February, 1995
January, 1994
March, 1992
July, 1990

S-3

CLEARFIELD COUNTY VOCATIONAL-TECHNICAL SCHOOL



**PRACTICAL NURSING
PROGRAM**

R.D. #1 - Box 5
Clearfield, Pa. 16830
814 - 765-4047

CURRENT CLASS SYLLABUS

1999-2000

- EQUAL OPPORTUNITY SCHOOL -



CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL PRACTICAL NURSING PROGRAM

COURSE DESCRIPTION

LEVEL I

PERSONAL AND VOCATIONAL RELATIONSHIPS

This course focuses on the characteristics of a health care system that provides the student with knowledge concerning society's level of technology, economic development and its political structure. A definition of the practice of Practical Nursing, the laws and ethical concepts are discussed. Introduces the student to the fundamental responsibilities to promote health, to prevent illness, to restore health and to become a productive member of the health team. Emphasis is placed on the personal characteristics and qualities of nurses that contribute to quality nursing care. The student will learn the orderly sequence to Maslow's Hierarchy of Needs and the nursing process as the organized method of providing nursing care. An introduction will be given to the importance of developing critical thinking and what factors may influence the ability to think well. Nursing organizations will be introduced.

SCIENTIFIC NURSING PRINCIPLES

This course includes the theory essential in caring for adult clients with simple, short or long-term nursing needs. This course focuses on the structure and function of the cells, tissues, organs, and organ systems. The anatomy and physiology of the skeletal and for the study of body disorders is included.

NURSING FUNDAMENTALS

A study of principles and practice of nursing skills in giving care to adult clients with short and long-term needs. Basic principles include the physical and biological sciences, microbiology, body structure, and function. Using the holistic approach this course provides an introduction to the nursing process and the role of the practical nurse as a member of the health team. Principles of psychology and sociology as a basis for understanding human behavior and the processes of adaptation are included. Emphasis is placed on body mechanics and nursing procedures. Concepts of normal nutrition are studied emphasizing the nutritional basis for positive health throughout the life cycle. Psycho-social factors related to dietary patterns begin the clinical application of nutritional knowledge with the recognition that nutrition is one of the common threads forming the framework of basic health care.

MEDICAL-SURGICAL NURSING I

This course includes theory and clinical experience in caring for adult clients with simple or long-term nursing needs. The theory of human anatomy and physiology is integrated in the study of the musculo-skeletal system, respiratory systems, and administration of medications. Drug therapy and the principles of normal and therapeutic nutrition are concurrent and an integral part of this course. Emphasis is placed on the adaptation concept whenever a disturbance occurs in physiological and psychological homeostasis. Utilization of the nursing process is directed toward meeting the client needs and problem solving.

COURSE DESCRIPTION CONTINUED

LEVEL II

MEDICAL-SURGICAL NURSING II

This course includes theory and clinical experience in caring for adult clients with short or long-term needs associated with moderately complex, common medical and surgical disorders. There is a continual application of the nursing process with progressive independent judgment in meeting basic needs of clients as they respond holistically to their environment. Planned clinical experience in using the unit dose system is included. Anatomy and physiology and nutrition are integrated. Disorders of the gastro-intestinal, cardio vascular, endocrine, and reproductive systems are discussed. During this course experience will be gained through observation in the Laboratory, Physical Therapy, Imaging, Cardiopulmonary, and Central Supply. Students begin their observation experience in the Operating room, Doctor's offices and Home Health.

MATERNAL-CHILD NURSING

This course includes the needs of the expectant mother during pregnancy, labor and following delivery, and the specific needs of the newborn, the child and the adolescent. There will be emphasis on growth and development, emotional needs of children and school and family relationships. Drugs and diet therapy is integrated. Clinical experience includes caring for the needs of a mother during labor and following delivery and meeting the specific needs of the newborn, child and adolescent. Observations of prenatal and postnatal care will be provided in an obstetrician's office. Child care and growth and development will be observed in a pediatrician's office. The nursing process is utilized in providing client care.

LEVEL III

MEDICAL-SURGICAL NURSING III

This course includes theory and clinical experience in caring for clients of all ages with complex short-term and long-term nursing needs. Included in this course is the study of neurological disorders, visual and hearing impairments, communicable and integumentary diseases. Psychiatric concepts and principles are introduced with therapeutic communication skills reinforced. Anatomy and physiology, drug therapy and therapeutic dietary modifications will be integrated. Individualized goal directed nursing care shall be emphasized through use of the nursing process. Interpersonal relationships will be further developed through client/family education and meeting the rehabilitation needs of the client. Emphasis will be placed on the role of the Practical Nurse as a provider of emergency care. During this course clinical experience will be gained through observation in the Intensive Care Unit, Emergency Room, Operating Room, Ambulatory care, Doctor's Office, Home Health, and Hospice Nursing.

MATERNAL-CHILD NURSING CLINICAL

Clinical experience includes caring for the needs of a mother during labor and following delivery and meeting the specific needs of the newborn, child, and adolescent. Observation of prenatal and postnatal care will be provided in a Healthy Beginnings Clinic. Child care and growth and development will be observed in a pediatrician's office. The nursing process is utilized in providing client care.

Course Description ContinuedNURSING OPPORTUNITIES

This course explores the wide range of employment opportunities available to the graduate practical nurse. The responsibilities of the practical nurse, as a member of the health team, will be identified as the student gains experience in leadership and management skills. Professional development, communication skills and continued individual learning within the scope of practice defined by the Practical Nurse Act. Concepts of management, leadership, and political activism will be presented. The student will gain additional knowledge and experience by administering medications in a long-term care facility. The importance of rehabilitation in a long-term care facility will be provided through experience in the Speech, Occupational and Physical Therapy departments.

APRIL, 1999
APRIL, 1996
FEBRUARY, 1995
JANUARY, 1992

EQUAL OPPORTUNITY SCHOOL

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL PRACTICAL NURSING PROGRAM CURRICULUM OUTLINE

LEVEL I 17 WEEKS			
<u>Course Titles</u>	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Personal and Vocational Relationships	20		20
Scientific Nursing Principles Principles	30		30
Nursing Fundamentals	172		172
Medical-Surgical Nursing I	84	210	294
CLINICAL EXPERIENCE BEGINS IN 5TH WEEK			
	<u>306</u>	<u>210</u>	<u>516</u>
Level II 17 Weeks			
<u>Course Titles</u>	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Medical-Surgical Nursing II	132	301	433
Maternal-Child Nursing Theory	75		75
	<u>207</u>	<u>301</u>	<u>508</u>
Level III 18 Weeks			
<u>Course Titles</u>	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Maternal-Child Nursing/Clinical Experience		133	133
Medical-Surgical III	104	249	353
Nursing Opportunities	16		16
	<u>120</u>	<u>382</u>	<u>502</u>
Summary of Curriculum	<u>Theory Hours</u>	<u>Clinical Hours</u>	<u>Total Hours</u>
Level I	306	210	516
Level II	207	301	508
Level III	120	382	502
	<u>633</u>	<u>893</u>	<u>1,526</u>

Total Theory Hours.....633
 Total Clinical Hours.....893
 Total Curriculum Hours...1,526
 Holidays 8 days
 Vacation 4 Weeks (Approximately)

April, 1999
 April, 1998
 January, 1996
 February, 199
 January, 1994
 March, 1992
 July, 1990

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM

12

UNITS OF INSTRUCTION

LEVEL I

NURSING FUNDAMENTALS

	TOTAL HOURS	PERSONAL & VOCATIONAL RELATIONSHIPS	TOTAL HOURS
UNIT I Adapting to the Hospital Environment	6	UNIT I Orientation	6
UNIT II Principles of Body Mechanics	13	UNIT II Introduction to Learning	2
UNIT III Communication Skills, Admission and Discharge, Patient's Records, Assisting with Physical Examination	22	UNIT III History of Nursing	1
UNIT IV Basic Health Care	16	UNIT IV Nursing Models	1
UNIT V Assessing Vital Signs	20	UNIT V Introduction to Nursing process/ Problem Solving	1
UNIT VI Surgical Nursing - Pre-Operative, Operative, and Post-Operative Care	20	UNIT VI Practical/Vocational Nursing Education	1
UNIT VII Basic Normal Nutrition, Fluids, and Electrolytes, Elimination needs	30	UNIT VII Health Care System	2
UNIT VIII Catheterization, Application of Heat and Cold	9	UNIT VIII Health Care Facilities/Health Care Team	1
UNIT IX Geriatric Nursing, The Cancer Client, Coping with Crisis, Grief and Death	30	UNIT IX The Client-Focus of Care	3
UNIT X Isolation	6	UNIT X Ethical and Legal Responsibilities	2
		<u>SCIENTIFIC PRINCIPLES</u>	<u>TOTAL HOURS</u>
		UNIT I	30

MEDICAL-SURGICAL NURSING I

	TOTAL HOURS		TOTAL HOURS
UNIT I Musculo-Skeletal System	84	UNIT I Introduction and Basic Concepts	8
UNIT II Administration of Medications	19	UNIT II Human Cell: Structure and Function	2
UNIT III Respiratory System	29	UNIT III Tissues and Membranes	4
	36	UNIT IV Microorganisms and the Body's Response	6
		UNIT V Musculo-Skeletal System	10

UNITS OF INSTRUCTION

LEVEL II

MEDICAL SURGICAL NURSING

UNIT I Gastro Intestinal System
UNIT II Cardio-Vascular System
UNIT III Endocrine System
UNIT IV Urological System
UNIT V Reproductive Unit

TOTAL HOURS 132

LEVEL III

MEDICAL-SURGICAL NURSING
UNIT I Nervous System
UNIT II Visual-Hearing
UNIT III Communicable
UNIT IV Psychiatric Nursing
UNIT V Emergency Nursing
UNIT VI Integumentary
UNIT VII Achievement Test

TOTAL HOURS 104
24
13
14
24
12
12
5

MATERNAL-CHILD NURSING

UNIT I History of Statistics-Physiology of Reproductive System, Growth & Development in Utero, Prenatal Period
UNIT II Labor and Delivery
UNIT III Normal Puerperium
UNIT IV Normal Newborn-Complications of Pregnancy, Labor & Puerperium, Care of Newborn
UNIT V Abnormalities and Diseases of Newborn
UNIT VI Pediatric Principles, Growth and Development of Infant, Disorder of Infant
UNIT VII Growth and Development of Toddler, Growth & Development of the Pre-Schooler, Disorders of the Pre-Schooler, Growth & Development of the School-Age Child, Growth & Development of the Adolescent, Disorder of the Adolescent

TOTAL HOURS 75
16
16
7
7

NURSING OPPORTUNITIES

UNIT I Employment Opportunities and Responsibilities
UNIT II Principles of Leadership
UNIT III Nursing Organizations
UNIT IV Health Care Delivery System
UNIT V Keeping up with your Legal Responsibilities
UNIT VI Educational Opportunities

TOTAL HOURS 16
2
6
1
3
3
1

TOTAL THEORY HOURS - 633
TOTAL CLINICAL HOURS - 893
TOTAL HOURS - 1526

March 1999
March 1998
January 1996
February 1995
January 1994
March 1992
July 1990

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 1

P&V----- 20 Hours
Sci. Principles----- 30 Hours
Nurs. Fundamentals----- 172 Hours
Med-Surg. I----- 84 Hours
Clinical Exp.----- 210 Hours
Clinical Observation----- 28 Hours

LEVEL I

Hours	Date	8/30/98	8/31/99	9/1/99	9/2/99	9/3/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Orientation	Nursing Fund.	Nursing Fund.	Sc. Principles	Nursing Fund.
TO		Orientation	Nursing Fund.	Nursing Fund.	Sc. Principles	Nursing Fund.
11:30		Orientation	Nursing Fund.	Nursing Fund.	Sc. Principles	Nursing Fund.
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Orientation	Nursing Fund.	P & V	Sc. Principles	Nursing Fund.
1:30 to 2:30		P&V	Nursing Fund.	P&V	Sc. Principles	Nursing Fund.
2:30 to 3:30		P&V	Nursing Fund.	P&V	Sc. Principles	Nursing Fund.

Reviewed - 2/99

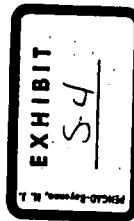
2/95

4/91

11/86

Clinical Begins - 5th Week

Nursing Fundamentals - Theory - 118 Hours
Lab - 54 Hours



1999

5-4

**CLEARFIELD COUNTY CAREER AND TECHNOLOGY CENTER
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 2

Sci. Principles----- 30 Hours
Nurs. Fundamentals-----172 Hours
Med-Surg. I----- 84 Hours
Clinical Exp. -----210 Hours

LEVEL I

Hours	Date	9/06/99	9/07/99	9/08/99	9/9/99	9/10/99
8:00 -3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		HOLIDAY	Sc. Principles	Nursing Fund.	Nursing Fund.	Nursing Fund.
TO		Labor Day				
		Labor Day	Sc. Principles	Nursing Fund.	Nursing Fund.	Nursing Fund.
11:30		Labor Day	Sc. Principles	Nursing Fund.	Nursing Fund.	Nursing Fund.
11:30 to 12:00		Labor Day	Lunch.	Lunch	Lunch	Lunch
12:00 to 1:30		Labor Day	P & V	Nursing Fund.	Nursing Fund.	Nursing Fund.
1:30 to 2:30		Labor Day	P&V	Nursing Fund. Cont.	Nursing Fund. Cont.	Nursing Fund.
2:30 to 3:30		Labor Day	P&V	Nursing Fund. Cont.	Nursing Fund. Cont.	Nursing Fund.

Clinical Begins - 5th Week

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 3

P&V-----20 Hours
 Sci. Principles-----30 Hours
 Nurs. Fundamentals-----172 Hours
 Med-Surg. I-----84 Hours
 Clinical Exp. -----210 Hours

LEVEL I

Hours	Date	9/13/99	9/14/99	9/15/99	9/16/99	9/17/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		P & V	Nursing Fund.	Sc. Principles	Nursing Fund.	Nursing Fund.
TO		P & V	Nursing Fund.	Sc. Principles	Nursing Fund.	Nursing Fund.
11:30		P & V	Nursing Fund.	Sc. Principles	Nursing Fund.	Nursing Fund.
11:30 to 12:00		Lunch	Lunch	Lunch	American Cancer Society - DuBois Holiday INN	Lunch
12:00 to 1:30		P & V	Nursing Fund.	Sc. Principles		Nursing Fund.
1:30 to 2:30		P & V	Nursing Fund. Cont.	Sc. Principles	Nursing Fund. Cont.	Nursing Fund.
2:30 to 3:30		P & V	Nursing Fund. Cont.	Sc. Principles	Nursing Fund. Cont.	Nursing Fund.

Clinical Begins - 5th Week

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 4

P&V----- 20 Hours
Sci. Principles----- 30 Hours
Nurs. Fundamentals-----172 Hours
Med-Surg. I----- 84 Hours
Clinical Exp. -----210 Hours

LEVEL I

Hours	Date	9/20/99	9/21/99	9/22/99	9/23/99	9/24/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		SC. PRINCIPLES	Nursing Fund.	Nursing Fund.	SC. PRINCIPLES	Nursing Fund.
TO		SC. PRINCIPLES	Nursing Fund.	Nursing Fund.	SC. PRINCIPLES	Nursing Fund.
11:30		SC. PRINCIPLES	Nursing Fund.	Nursing Fund.	SC. PRINCIPLES	Nursing Fund.
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		SC. PRINCIPLES	Nursing Fund.	Nursing Fund.	SC. PRINCIPLES	Nursing Fund.
1:30 to 2:30		SC. PRINCIPLES	Nursing Fund.	Nursing Fund.	SC. PRINCIPLES	Nursing Fund.
2:30 to 3:30		SC. PRINCIPLES	Nursing Fund.	Nursing Fund.	SC. PRINCIPLES	Nursing Fund.

Clinical Begins - 5th Week

September 1999/2000

Week 5

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

P&V----- 20 Hours
Sci. Principles----- 30 Hours
Nurs. Fundamentals----- 172 Hours
Med-Surg. I----- 84 Hours
Clinical Exp. -----210 Hours

LEVEL I

Hours	Date	9/27/99	9/28/99	9/29/99	9/30/99	10/1/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.
TO		Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.
11:30		Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.	Nursing Fund.
1:30 to 2:30		Nursing Fund. Cont.	Nursing Fund.	Nursing Fund. Cont.	Nursing Fund.	Nursing Fund.
2:30 to 3:30		Nursing Fund. Cont.	Nursing Fund.	Nursing Fund. Cont.	Nursing Fund.	Nursing Fund.

Clinical Begins - 5th Week

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 6

WEEKLY CLASS SCHEDULE

P&V----- 20 Hours
 Sci. Principles----- 30 Hours
 Nurs. Fundamentals-----172 Hours
 Med-Surg. I----- 84 Hours
 Clinical Exp.-----210 Hours

LEVEL I

Hours	Date	10/04/99	10/05/99	10/06/99	10/07/99	10/08/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Orientation	Nursing Fund.	Pre-Clinical Research day 8:00 - 3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		Orientation	Nursing Fund.			
11:30		Orientation	Nursing Fund.			
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Orientation	Study			
1:30 to 2:30		Orientation	Nursing Fund. Cont.			
2:30 to 3:30		Orientation	Nursing Fund. Cont.			Post Conference

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 7

P&V-----20 Hours
Sci. Principles-----30 Hours
Nurs. Fundamentals-----172 Hours
Med-Surg. I-----84 Hours
Clinical Exp.-----210 Hours

LEVEL I

Hours	Date	10/11/99	10/12/99	10/13/99	10/14/99	10/15/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund.	Med-Surg. I	Pre Clinical Research day 8:00 - 3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		Nursing Fund.	Med-Surg. I	Med-Surg. I		
11:30		Nursing Fund.	Med-Surg. I	Med-Surg. I		
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Nursing Fund.	Med-Surg. I	Med-Surg. I Cont.		
1:30 to 2:30		Nursing Fund.	Med-Surg. I	Med-Surg. I Cont.		
2:30 to 3:30		Nursing Fund.	Med-Surg. I	Med-Surg. I Cont.		Post Conference

September 1999/2000

**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 8

P&V-----20 Hours
Sci. Principles-----30 Hours
Nurs. Fundamentals-----172 Hours
Med-Surg. I-----84 Hours
Clinical Exp.-----210 Hours

LEVEL I

Hours	Date	10/18/99	10/19/99	10/20/99	10/21/99	10/22/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund.	Med-Surg. I	Clinical Lab 8:00 - 3:30	Clinical Lab 8:00 - 3:30	Clinical Lab 8:00 - 3:30
TO		Nursing Fund.	Med-Surg. I	↓	↓	↓
11:30		Nursing Fund.	Med-Surg. I	↓	↓	↓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Nursing Fund.	Med-Surg. I	↓	↓	↓
1:30 to 2:30		Nursing Fund.	Med-Surg. I	↓	↓	↓
2:30 to 3:30		Nursing Fund.	Med-Surg. I	↓	↓	Post Conference

September 1999/2000

Week 9

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

LEVEL I

P&V-----20 Hours
Sci. Principles-----30 Hours
Nurs. Fundamentals-----172 Hours
Med-Surg. I-----84 Hours
Clinical Exp.-----210 Hours

Hours	Date	10/25/99	10/26/99	10/27/99	10/28/99	10/29/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Med-Surg. I	Nursing Fund.	Pre Clinical Research day 8:00 - 3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		Med-Surg. I	Nursing Fund.			
11:30		Med-Surg. I	Nursing Fund.			
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Med-Surg. I	Nursing Fund.			
1:30 to 2:30		Med-Surg. I	Nursing Fund.			
2:30 to 3:30		Med-Surg. I	Nursing Fund.			Post Conference 1:30 - 2:30

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 10

P&V-----20 Hours
Sci. Principles-----30 Hours
Nurs. Fundamentals-----172 Hours
Med-Surg. I-----84 Hours
Clinical Exp.-----210 Hours

LEVEL I

Hours	Date	11/01/99	11/02/99	11/03/99	11/04/99	11/05/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund.	Med-Surg. I	Pre clinic research day 8:00-3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		Nursing Fund.	Med-Surg. I			
11:30		Nursing Fund.	Med-Surg. I			
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Nursing Fund.	Med-Surg. I Cont.			
1:30 to 2:30		Nursing Fund.	Med-Surg. I Cont.			
2:30 to 3:30		Nursing Fund.	Med-Surg. I Cont.			Post Conference

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 11

P&V----- 20 Hours
Sci. Principles----- 30 Hours
Nurs. Fundamentals----- 172 Hours
Med-Surg. I----- 84 Hours
Clinical Exp.----- 210 Hours

LEVEL I

Hours	Date	11/08/99	11/09/99	11/10/99	11/11/99	11/12/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund.	Med-Surg. I	Pre-Clinic Research Day 8:00 - 3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		Nursing Fund.	Med-Surg. I			
11:30		Nursing Fund.	Med-Surg. I			
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Nursing Fund.	Med-Surg. I			
1:30 to 2:30		Nursing Fund.	Med-Surg. I			
2:30 to 3:30		Nursing Fund.	Med-Surg. I			Post Conference 1:30 - 2:30

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 12

P&V----- 20 Hours
Sci. Principles----- 30 Hours
Nurs. Fundamentals----- 172 Hours
Med-Surg. I----- 84 Hours
Clinical Exp.----- 210 Hours

LEVEL I

Hours	Date	11/15/99	11/16/99	11/17/99	11/18/99	11/19/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund.	Med-Surg. I	Pre Clinic Research Day 8:00-3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		Nursing Fund.	Med-Surg. I			
11:30		Nursing Fund.	Med-Surg. I			
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Nursing Fund.	Med-Surg. I			
1:30 to 2:30		Nursing Fund.	Med-Surg. I			
2:30 to 3:30		Nursing Fund.	Med-Surg. I			Post Conference

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 13

WEEKLY CLASS SCHEDULE

P&V----- 20 Hours
 Sci. Principles----- 30 Hours
 Nurs. Fundamentals-----172 Hours
 Med-Surg. I----- 84 Hours
 Clinical Exp. -----210 Hours

LEVEL I

Hours	Date	11/22/99	11/23/99	11/24/99	11/25/99	11/26/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund.	Med-Surg. I	H O L	H O L	H O L
TO			Med-Surg. I	I D A	I D A	I D A
11:30		Nursing Fund.	Med-Surg. I	Y	Y	Y
11:30 to 12:00		Lunch	Lunch	V A C	V A C	V A C
12:00 to 1:30		Nursing Fund.	Med-Surg. I	A T I	A T I	A T I
1:30 to 2:30		Nursing Fund. Cont.	Med-Surg. I Cont.	O N	O N	O N
2:30 to 3:30		Nursing Fund. Cont.	Med-Surg. I Cont.			

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 14

P&V----- 20 Hours
 Sci. Principles----- 30 Hours
 Nurs. Fundamentals-----172 Hours
 Med-Surg. I----- 84 Hours
 Clinical Exp. -----210 Hours

LEVEL I

Hours	Date	11/29/99	11/30/99	12/01/99	12/02/99	12/03/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		V	V	Nursing Fund. Final	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		A	A	Med-Surg. I		
		C	C			
11:30		A	A	Med-Surg. I		
		T	T	Lunch	Lunch	Lunch
11:30 to 12:00						
12:00 to 1:30		I	I	Study		
		O	O	Med-Surg. I Cont.		
1:30 to 2:30						
2:30 to 3:30		N	N	Med-Surg. I Cont.		Post Conference

September 1999/2000

**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 15

P&V-----20 Hours
Sci. Principles-----30 Hours
Nurs. Fundamentals-----172 Hours
Med-Surg. I-----84 Hours
Clinical Exp.-----210 Hours

LEVEL I

Hours	Date	12/06/99	12/07/99	12/08/99	12/09/99	12/10/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Med-Surg. I	Med-Surg. I	Clinical Lab. 8:00-3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
TO		Med-Surg. I	Med-Surg. I			
11:30		Med-Surg. I	Med-Surg. I			
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Med-Surg. I	Study			
1:30 to 2:30		Med-Surg. I	Med-Surg. I Cont.			
2:30 to 3:30		Med-Surg. I	Med-Surg. I Cont.			Post Conference

September 1999/2000

**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 16

P&V----- 20 Hours
Sci. Principles----- 30 Hours
Nurs. Fundamentals----- 172 Hours
Med-Surg. I----- 84 Hours
Clinical Exp.----- 210 Hours

LEVEL I

Hours	Date	12/13/99	12/14/99	12/15/99	12/16/99	12/17/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00		Nursing Fund. Achievement Test	Clinical Lab 8:00 - 3:30	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Level I Clinical Conference
TO		↑	↑	↑	↑	↑
11:30		↑	↑	↑	↑	↑
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 1:30		Med-Surg. I	↑	↑	↑	↑
1:30 to 2:30		Med-Surg. I	↑	↑	↑	↑
2:30 to 3:30		Med-Surg. I	↑	↑	↑	Post Conference

PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Sci. Principles ----- 30 Hours
Nurs. Fundamentals ----- 172 Hours
Med-Surg. I ----- 84 Hours
Clinical Exp. ----- 210 Hours

Week 17

LEVEL I

Hours	Date	12/20/99	12/21/99	12/22/99	12/23/99	12/24/99
Day	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:30 to 9:30		SNOW DAY	SNOW DAY	SNOW DAY	☺	V
9:30 to 10:30		POTENTIAL MAKE-UP DAY	POTENTIAL MAKE-UP DAY	POTENTIAL MAKE-UP DAY	M E R Y	A
10:30 to 11:30		⇓	⇓	⇓	R Y	A
11:30 to 12:00		⇓	⇓	⇓	C H R	T
12:00 to 12:30		⇓	⇓	⇓	I S T	I
12:30 to 1:30		⇓	⇓	⇓	M A S	O
1:30 to 3:15		⇓	⇓	⇓	☺	N

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 1

30 Class Days
43 Clinical Days
73 Total

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours
Clinical Observations ----- 56 Hours

LEVEL II

Hours	Date	12/27/99	12/28/99	12/29/99	12/30/99	12/31/99
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00						
9:00 to 10:00						
10:00 to 11:30						
11:30 to 12:00		☺	VA	CATI	ON	☺
12:00 to 12:30						
12:30 to 1:30						
1:30 to 3:30						

EXHIBIT
S-5

AUGUST 1999

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 2

WEEKLY CLASS SCHEDULE

LEVEL II

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

Hours	Date	1/3/00	1/4/00	1/5/00	1/6/00	1/7/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30		VACATION	MED-SURG II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
8:00 to 9:00		⇓	MED-SURG II	⇓	⇓	⇓
9:00 to 10:00		⇓	MED-SURG II	⇓	⇓	⇓
10:00 to 11:30		⇓	MED-SURG II	⇓	⇓	⇓
11:30 to 12:00		⇓	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		⇓	MED-SURG II	⇓	⇓	⇓
12:30 to 1:30		⇓	MED-SURG II	⇓	⇓	⇓
1:30 to 3:30		⇓	MED-SURG II	⇓	⇓	⇓

September 1999/2000

**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 3

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

LEVEL II

Hours	Date	1/10/00	1/11/00	1/12/00	1/13/00	1/14/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Med-Surg II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		Med-Surg II	⇓	⇓	⇓	⇓
10:00 to 11:30		Med-Surg II	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg II	⇓	⇓	⇓	⇓
12:30 to 1:30		Med-Surg II	⇓	⇓	⇓	⇓
1:30 to 3:30		Med-Surg II	⇓	⇓	⇓	Post Conference

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 4

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

LEVEL II

Hours	Date	1/17/00	1/18/00	1/19/00	1/20/00	1/21/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Med-Surg II	Med-Surg II	Med-Surg II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		Med-Surg II	Med-Surg II	Med-Surg II	⇓	⇓
10:00 to 11:30		Med-Surg II	Med-Surg II	Med-Surg II	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg II	Med-Surg II	Med-Surg II	⇓	⇓
12:30 to 1:30		Med-Surg II	Med-Surg II	Med-Surg II	⇓	⇓
1:30 to 3:30		Med-Surg II	Med-Surg II	Med-Surg II	⇓	Post Conference 1:30 - 2:30

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 5

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

LEVEL II

Hours	Date	1/24/00	1/25/00	1/26/00	1/27/00	1/28/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30						
8:00 to 9:00		Med-Surg II	Med-Surg II	Med-Surg II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
10:00 to 11:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
12:30 to 1:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
1:30 to 3:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 6

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

LEVEL II

Hours	Date	1/31/00	2/1/00	2/2/00	2/3/00	2/4/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30		IV Lab	Med-Surg II	Med-Surg II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		⇓	Med-Surg II	Med-Surg II	⇓	⇓
10:00 to 11:30		⇓	Med-Surg II	Med-Surg II	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		⇓	Med-Surg II	Med-Surg II	⇓	⇓
12:30 to 1:30		⇓	Med-Surg II	Med-Surg II	⇓	⇓
1:30 to 3:30		⇓	Med-Surg II	Med-Surg II	⇓	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 7

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

LEVEL II

Hours	Date	2/7/00	2/8/00	2/9/00	2/10/00	2/11/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Med-Surg II	Med-Surg II	Med-Surg II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
10:00 to 11:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
12:30 to 1:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	↑↑
1:30 to 3:30		Med-Surg II	Med-Surg II	Med-Surg II	↑↑	Post Conference

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 8

WEEKLY CLASS SCHEDULE

LEVEL II

Med-Surg. II ----- 132 Hours
 Mat-Child Theory ----- 75 Hours
 Clinical Exp. ----- 301 Hours

Hours	Date	2/14/00	2/15/00	2/16/00	2/17/00	2/18/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		VACATION	Med-Surg II	Med-Surg II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		⇓	Med-Surg II	Med-Surg II	⇓	⇓
10:00 to 11:30		⇓	Med-Surg II	Med-Surg II	⇓	⇓
11:30 to 12:00		⇓	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		⇓	Med-Surg II	Med-Surg II	⇓	⇓
12:30 to 1:30		⇓	Med-Surg II	Med-Surg II	⇓	⇓
1:30 to 3:30		⇓	Med-Surg II	Med-Surg II	⇓	Post Conference

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Week 9

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

LEVEL II

Med-Surg. II 132 Hours
Mat-Child Theory 75 Hours
Clinical Exp. 301 Hours

Hours	Date	2/21/00	2/22/00	2/23/00	2/24/00	2/25/00
Day	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30		VACATION	Med-Surg. II	Med-Surg. II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
8:00 to 9:00		⇓	Med-Surg II	Med-Surg. II	⇓	⇓
9:00 to 10:00		⇓	Med-Surg II	Med-Surg. II	⇓	⇓
10:00 to 11:30		⇓	Lunch	Lunch	Lunch	Lunch
11:30 to 12:00		⇓	Med-Surg II	Med-Surg. II	⇓	⇓
12:00 to 12:30		⇓	Med-Surg II	Med-Surg. II	⇓	⇓
12:30 to 1:30		⇓	Med-Surg II	Med-Surg. II	⇓	⇓
1:30 to 3:30		⇓	Med-Surg II	Med-Surg. II	⇓	Post Conference

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 10

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

LEVEL II

Hours	Date	2/28/00	2/29/00	3/1/00	3/2/00	3/3/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Med-Surg II	Med-Surg II	CLINICAL 6:45-2:15	CLINICAL 6:45-2:15	CLINICAL 6:45-2:15
9:00 to 10:00		Med-Surg II	Med-Surg II	⇓	⇓	⇓
10:00 to 11:30		Med-Surg II	Med-Surg II	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg II	Med-Surg II	⇓	⇓	⇓
12:30 to 1:30		Med-Surg II	Med-Surg II	⇓	⇓	⇓
1:30 to 3:30		Med-Surg II	Med-Surg II	⇓	⇓	⇓

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 11

WEEKLY CLASS SCHEDULE

LEVEL II

Med-Surg. II ----- 132 Hours
Mat-Child Theory----- 75 Hours
Clinical Exp. ----- 301 Hours

Hours	Date	3/6/00	3/7/00	3/8/00	3/9/00	3/10/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Med-Surg II	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Med-Surg Clinical Lab
9:00 to 10:00		Med-Surg II	⇓	⇓	⇓	⇓
10:00 to 11:30		Med-Surg II	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Maternal - Child	⇓	⇓	⇓	⇓
12:30 to 1:30		Maternal - Child	⇓	⇓	⇓	⇓
1:30 to 3:30		Maternal - Child	⇓	⇓	⇓	⇓

AUGUST 1999

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 12

LEVEL II

Med-Surg. II ----- 132 Hours
 Mat-Child Theory ----- 75 Hours
 Clinical Exp. ----- 301 Hours

Hours	Date	3/13/00	3/14/00	3/15/00	3/16/00	3/17/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Med Surg II	Maternal-Child	Maternal-Child	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		Med Surg II	Maternal-Child	Maternal-Child	↑↑	↑↑
10:00 to 11:30		Med Surg II	Maternal-Child	Maternal-Child	↑↑	↑↑
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med Surg II	Maternal-Child	Maternal-Child	↑↑	↑↑
12:30 to 1:30		Med Surg II	Maternal-Child	Maternal-Child	↑↑	↑↑
1:30 to 3:30		Med Surg II	Maternal-Child	Maternal-Child	↑↑	Post Conference

30 WEEKS

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 13

WEEKLY CLASS SCHEDULE

LEVEL II

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

Hours	Date	3/20/00	3/21/00	3/22/00	3/23/00	3/24/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:30 to 9:30		Maternal-Child	Maternal-Child	Maternal-Child	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		Maternal-Child	Maternal-Child	Maternal-Child	⇓	⇓
10:30 to 11:30		⇓	Maternal-Child	Maternal-Child	⇓	⇓
11:30 to 12:00		Maternal-Child	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Maternal-Child	Maternal-Child	Maternal-Child	⇓	⇓
12:30 to 1:30		Maternal-Child	Maternal-Child	Maternal-Child	⇓	⇓
1:30 to 3:15		Maternal-Child	Maternal-Child	Maternal-Child	⇓	Post Conference 1:30 - 2:30

September 1999/2000

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 14

LEVEL II

Med-Surg. II ----- 132 Hours
Mat-Child Theory ----- 75 Hours
Clinical Exp. ----- 301 Hours

Hours	Date	3/27/00	3/28/00	3/29/00	3/30/00	3/31/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Maternal-Child	Clinical Lab	OB Clinical Orientation	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		Maternal-Child	⇕	⇕	⇕	⇕
10:00 to 11:30		Maternal-Child	⇕	⇕	⇕	⇕
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Maternal-Child	Computer Lab L&D Disc	⇕	⇕	⇕
12:30 to 1:30		Maternal-Child	Computer Lab L&D Disc	⇕	⇕	⇕
1:30 to 3:30		Maternal-Child	Computer Lab L&D Disc	⇕	⇕	⇕

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 15

WEEKLY CLASS SCHEDULE

Med-Surg. II ----- 132 Hours
 Mat-Child Theory ----- 75 Hours
 Clinical Exp. ----- 301 Hours

LEVEL II

Hours	Date	4/3/00	4/4/00	4/5/00	4/6/00	4/7/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30						
8:00 to 9:00		MATERNAL CHILD	MATERNAL CHILD	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	VACATION DAY
9:00 to 10:00		MATERNAL CHILD	⇓	⇓	⇓	⇓
10:00 to 11:30		MATERNAL CHILD	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	⇓	Lunch	⇓
12:00 to 12:30		MATERNAL CHILD	⇓	⇓	⇓	⇓
12:30 to 1:30		MATERNAL CHILD	⇓	⇓	⇓	⇓
1:30 to 3:30		MATERNAL CHILD	⇓	⇓	Post Conference 1:30 - 2:30	⇓

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 16

WEEKLY CLASS SCHEDULE

LEVEL II

Med-Surg. II Theory ----- 132 Hours
 Mat-Child Theory ----- 75 Hours
 Clinical Exp. Total ----- 301 Hours
 (Observational Clinical Exp.- 84 Hours)

Hours	Date	4/10/00	4/11/00	4/12/00	4/13/00	4/14/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:00		Maternal-Child	Maternal-Child	Clinical Lab 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:00 to 10:00		Maternal-Child	Maternal-Child	⇕	⇕	⇕
10:00 to 11:30		Maternal-Child	Maternal-Child	⇕	⇕	⇕
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Maternal-Child	Maternal-Child	⇕	⇕	⇕
12:30 to 1:30		Maternal-Child	Maternal-Child	⇕	⇕	⇕
1:30 to 3:30		Maternal-Child	Maternal-Child	⇕	⇕	Post Conference 1:30 - 2:30

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 17

WEEKLY CLASS SCHEDULE

Med-Surg. II ----- 132 Hours
 Mat-Child Clin.----- 75 Hours
 Med-Surg. Clin.----- 301 Hours

LEVEL II

Hours	Date	4/17/00	4/18/00	4/19/00	4/20/00	4/21/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:00-3:30		Clinical Lab	Clinical Exp. 6:45-2:15	Clinical Exp. 6:45-2:15	EASTER VACATION	EASTER VACATION
8:00 TO 9:00		⇓	⇓	⇓	⇓	⇓
9:00 to 10:00		⇓	⇓	⇓	⇓	⇓
10:00 to 11:30		⇓	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	⇓	⇓	⇓
12:00 to 12:30		⇓	⇓	⇓	⇓	⇓
12:30 to 1:30		⇓	⇓	⇓	⇓	⇓
1:30 to 3:30		⇓	⇓	⇓	⇓	⇓

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 1

LEVEL III

Med-Surg. III ----- 104 Hours
 Nursing Opportunities--- 16 hours
 Mat-Child Clin.----- 133 Hours
 Med-Surg. Clin.----- 249 Hours
 (Observation Clinicals 70 Hours)

Hours	Date	4/24/00	4/25/00	4/26/00	4/27/00	4/28/00
8:00-3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	⇓	⇓
10:30 to 11:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	⇓	⇓
12:30 to 1:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	⇓	⇓
1:30 to 3:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	⇓	Post Conference 1:30 - 2:30

EXHIBIT
 S-6

5-6

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 2

WEEKLY CLASS SCHEDULE

Med-Surg. III ----- 104 Hours
 Nursing Opportunities--- 16 Hours
 Mat-Child Clin.----- 133 Hours
 Med-Surg. Clin.----- 249 Hours

LEVEL III

Hours	Date	5/1/00	5/2/00	5/3/00	5/4/00	5/5/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Med-Surg. III	Children's Health Fair Clinical Experience	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		Med-Surg. III	⇓	⇓	⇓	⇓
10:30 to 11:30		Med-Surg. III	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	⇓	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg. III	⇓	⇓	⇓	⇓
12:30 to 1:30		Med-Surg. III	⇓	⇓	⇓	⇓
1:30 to 3:30		Med-Surg. III	⇓	⇓	⇓	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 3

WEEKLY CLASS SCHEDULE

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	5/8/00	5/9/00	5/10/00	5/11/00	5/12/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	V	V
9:30 to 10:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	A	A
10:30 to 11:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	C	C
11:30 to 12:00		Lunch	Lunch	Lunch	A	A
12:00 to 12:30		Med-Surg. III	Study	Med-Surg. III	T	T
12:30 to 1:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	I	I
1:30 to 3:30		Med-Surg. III	Med-Surg. III	Med-Surg. III	ON	ON

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PRACTICAL NURSING PROGRAM

WEEKLY CLASS SCHEDULE

Week 4

Med-Surg. III 104 Hours
 Nursing Opportunities..... 16 Hours
 Mat-Child Clin..... 133 Hours
 Med-Surg. Clin..... 301 Hours

LEVEL III

Hours	Date	5/15/00	5/16/00	5/17/00	5/18/00	5/19/00
Day	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30		Med-Surg. III	Med-Surg. III	Clinical Exp. 6:45 - 2:15	V	Clinical Exp. 6:45 - 2:15
8:00 to 9:30				⇕	A	⇕
9:30 to 10:30		Med-Surg. III	Med-Surg. III	⇕	C	⇕
10:30 to 11:30		Med-Surg. III	Med-Surg. III	⇕	A	Lunch
11:30 to 12:00		Lunch	Lunch	Lunch		
12:00 to 12:30		Med-Surg. III	Med-Surg. III	⇕	T	⇕
12:30 to 1:30		Med-Surg. III	Med-Surg. III	⇕	I	⇕
1:30 to 3:30		Med-Surg. III	Med-Surg. III	⇕	ON	Post Conference

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PRACTICAL NURSING PROGRAM

Week 5

WEEKLY CLASS SCHEDULE

Med-Surg. III 104 Hours
 Nursing Opportunities--- 16 Hours
 Mat-Child Clin. 133 Hours
 Med-Surg. Clin. 301 Hours

LEVEL III

Hours	Date	5/22/00	5/23/00	5/24/00	5/25/00	5/26/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Med-Surg. III	Med-Surg. III	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		Med-Surg. III	Med-Surg. III	⇓	⇓	⇓
10:30 to 11:30		Med-Surg. III	Med-Surg. III	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg. III	Med-Surg. III	⇓	⇓	⇓
12:30 to 1:30		Med-Surg. III	Med-Surg. III	⇓	⇓	⇓
1:30 to 3:30		Med-Surg. III	Med-Surg. III	⇓	⇓	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 6

WEEKLY CLASS SCHEDULE

Med-Surg. III ----- 104 Hours
Nursing Opportunities-- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	5/29/00	5/30/00	5/31/00	6/1/00	6/2/00
Day	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30		H	Med-Surg. III	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		O	Med-Surg. III	⇕	⇕	⇕
10:30 to 11:30		L	Med-Surg. III	⇕	⇕	⇕
11:30 to 12:00		I	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		D	Med-Surg. III	⇕	⇕	⇕
12:30 to 1:30		A	Med-Surg. III	⇕	⇕	⇕
1:30 to 3:30		Y	Med-Surg. III	⇕	⇕	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 7

WEEKLY CLASS SCHEDULE

Med-Surg. III ----- 104 Hours
 Nursing Opportunities--- 16 Hours
 Mat-Child Clin.----- 133 Hours
 Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	6/5/00	6/6/00	6/7/00	6/8/00	6/9/00
Day	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30						
8:00 to 9:30		Med-Surg III	Med-Surg III	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		Med-Surg III	Med-Surg III	⇓	⇓	⇓
10:30 to 11:30		Med-Surg III	Med-Surg III	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Med-Surg III	Med-Surg III	⇓	⇓	⇓
12:30 to 1:30		Med-Surg III	Med-Surg III	⇓	⇓	⇓
1:30 to 3:30		Med-Surg III	Med-Surg III	⇓	⇓	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 8

WEEKLY CLASS SCHEDULE

Med-Surg. III 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin. 133 Hours
Med-Surg. Clin. 301 Hours

LEVEL III

Hours	Date	6/12/00	6/13/00	6/14/00	6/15/00	6/16/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Emergency Nursing Clinical Lab	Emergency Nursing Clinical Lab	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		Emergency Nursing	Emergency Nursing	⇓	⇓	⇓
10:30 to 11:30		Emergency Nursing	Emergency Nursing	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Emergency Nursing	Emergency Nursing	⇓	⇓	⇓
12:30 to 1:30		Emergency Nursing	Emergency Nursing	⇓	⇓	⇓
1:30 to 3:30		Emergency Nursing	Emergency Nursing	⇓	⇓	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 9

WEEKLY CLASS SCHEDULE

Med-Surg. III 104 Hours
 Nursing Opportunities... 16 Hours
 Mat-Child Clin. 133 Hours
 Med-Surg. Clin. 301 Hours

LEVEL III

Hours	Date	6/19/00	6/20/00	6/21/00	6/22/00	6/23/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		va	ca	ti	on	☺
9:30 to 10:30		⇓	⇓	⇓	⇓	⇓
10:30 to 11:30		⇓	⇓	⇓	⇓	⇓
11:30 to 12:00		⇓	⇓	⇓	⇓	⇓
12:00 to 12:30		⇓	⇓	⇓	⇓	⇓
12:30 to 1:30		⇓	⇓	⇓	⇓	⇓
1:30 to 3:30		⇓	⇓	⇓	⇓	⇓

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE

Week 10

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	6/26/00	6/27/00	6/28/00	6/29/00	6/30/99
Day	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30						ON
8:00 to 9:30		NCLEX Lab	NCLEX Lab	VAC	ATI	
9:30 to 10:30		⇕	⇕	⇕	⇕	⇕
10:30 to 11:30		⇕	⇕	⇕	⇕	⇕
11:30 to 12:00		⇕	⇕	⇕	⇕	⇕
12:00 to 12:30		⇕	⇕	⇕	⇕	⇕
12:30 to 1:30		⇕	⇕	⇕	⇕	⇕
1:30 to 3:30		⇕	⇕	⇕	⇕	⇕

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 11

WEEKLY CLASS SCHEDULE

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	7/3/00	7/4/00	7/5/00	7/6/00	7/7/00
Day	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30		vaca	tion	☺	☺	☺
8:00 to 9:30		⇓	⇓	⇓	⇓	⇓
9:30 to 10:30		⇓	⇓	⇓	⇓	⇓
10:30 to 11:30		⇓	⇓	⇓	⇓	⇓
11:30 to 12:00		⇓	⇓	⇓	⇓	⇓
12:00 to 12:30		⇓	⇓	⇓	⇓	⇓
12:30 to 1:30		⇓	⇓	⇓	⇓	⇓
1:30 to 3:30		⇓	⇓	⇓	⇓	⇓

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**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 12

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	7/10/00	7/11/00	7/12/00	7/13/00	7/14/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30						
8:00 to 9:30		Nursing Opportunities	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		Nursing Opportunities	⇓	⇓	⇓	⇓
10:30 to 11:30		Nursing Opportunities	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Nursing Opportunities	⇓	⇓	⇓	⇓
12:30 to 1:30		Nursing Opportunities	⇓	⇓	⇓	⇓
1:30 to 3:30		Nursing Opportunities	⇓	⇓	⇓	Post Conference

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**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 13

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	7/17/00	7/18/00	7/19/00	7/20/00	7/21/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		ASSESSMENT TEST	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		ASSESSMENT TEST	⇓	⇓	⇓	⇓
10:30 to 11:30		ASSESSMENT TEST	⇓	⇓	⇓	⇓
11:30 to 12:00		ASSESSMENT TEST	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		LUNCH	⇓	⇓	⇓	⇓
12:30 to 1:30		Nursing Opportunities	⇓	⇓	⇓	⇓
1:30 to 3:30		Nursing Opportunities	⇓	⇓	⇓	Post Conference

September 1999/2000

**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 14

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	7/24/00	7/25/00	7/26/00	7/27/00	7/28/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Nursing Opportunities	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Orientation at MLNH
9:30 to 10:30		Nursing Opportunities	⇓	⇓	⇓	⇓
10:30 to 11:30		Nursing Opportunities	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		Nursing Opportunities	⇓	⇓	⇓	⇓
12:30 to 1:30		Nursing Opportunities	⇓	⇓	⇓	⇓
1:30 to 3:30		Nursing Opportunities	⇓	⇓	⇓	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 15

WEEKLY CLASS SCHEDULE

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	7/31/00	8/1/00	8/2/00	8/3/00	8/4/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Job Fair	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		⇓	Mt. Laurel Nursing Center	⇓	⇓	⇓
10:30 to 11:30		⇓	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		⇓	⇓	⇓	⇓	⇓
12:30 to 1:30		⇓	⇓	⇓	⇓	⇓
1:30 to 3:30		⇓	⇓	⇓	⇓	Post Conference

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

PRACTICAL NURSING PROGRAM

Week 16

WEEKLY CLASS SCHEDULE

1999

Med-Surg. III ----- 104 Hours

Nursing Opportunities--- 16 Hours

Mat-Child Clin.----- 133 Hours

Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	8/7/00	8/8/00	8/9/00	8/10/00	8/11/00
Day		Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30						
8:00 to 9:30		Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		⇓	⇓	⇓	⇓	⇓
10:30 to 11:30		⇓	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		⇓	⇓	⇓	⇓	⇓
12:30 to 1:30		⇓	⇓	⇓	⇓	⇓
1:30 to 3:30		⇓	⇓	⇓	⇓	Post Conference

September 1999/2000

**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 17

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	8/14/00	8/15/00	8/16/00	8/17/00	8/18/00
	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 3:30						
8:00 to 9:30		Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15
9:30 to 10:30		⇓	⇓	⇓	⇓	⇓
10:30 to 11:30		⇓	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		⇓	⇓	⇓	⇓	⇓
12:30 to 1:30		⇓	⇓	⇓	⇓	⇓
1:30 to 3:30		⇓	⇓	⇓	⇓	⇓

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**CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
PRACTICAL NURSING PROGRAM
WEEKLY CLASS SCHEDULE**

Week 18

Med-Surg. III ----- 104 Hours
Nursing Opportunities--- 16 Hours
Mat-Child Clin.----- 133 Hours
Med-Surg. Clin.----- 301 Hours

LEVEL III

Hours	Date	8/21/00	8/22/00	8/23/00	8/24/00	8/25/00
8:00 - 3:30	Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 to 9:30		Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:15	Clinical Exp. 6:45 - 2:45	Clinical Evaluation Lab 6:45 - 2:15	Last Official Day
9:30 to 10:30		⇓	⇓	⇓	⇓	⇓
10:30 to 11:30		⇓	⇓	⇓	⇓	⇓
11:30 to 12:00		Lunch	Lunch	Lunch	Lunch	Lunch
12:00 to 12:30		⇓	⇓	⇓	⇓	⇓
12:30 to 1:30		⇓	⇓	⇓	⇓	⇓
1:30 to 3:30		⇓	⇓	⇓	⇓	⇓

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
Practical Nursing Program

Faculty Performance Evaluation
ANNUAL

Name Judith S. Schell

Social Security No. 190 - 32 - 1084

Evaluation Period May 1997 - 1998

Present Status Full-time Instructor

Prepared by _____

Date 5-18-98

General Performance Criteria:	Excellent	Very Good	Good	Fair	Unsatisfactory
1. Quality of Work - Completeness; Neatness; Professional Proficiency		X			
2. Work Habits-Planning and organization of work; care of equipment and supplies		X			
3. Relationship with people- ability to get along with others. Effectiveness in dealing with public		X			
4. Dependability-Degree to which faculty member can be relied upon to work steadily, effectively; punctuality; regularity of attendance	X				
5. Quantity of work-amount of work performed			X	X	
6. Initiative-Resourcefulness; originality; ability to carry out program improve- ments			X	X	
Clinical Performance Criteria:					
1. Proficiency in the instruction of students; planning of student assignments; identify clinical objectives; observation of student performance; assist- ance with procedures		X			
2. Evaluation of student performance; documentation of counseling sessions; written anecdotes and student evaluations			X		

EQUAL OPPORTUNITY SCHOOL

Clinical Performance Criteria cont'd		Excellent	Very Good	Good	Fair	Unsatisfactory
3. Organization and planning of post experience conference				X		
4. Functions within the ethical and legal limits as an instructor of practical nursing students		X				
Classroom Performance Criteria:						
1. Identifies course objectives; grading policies; lesson plans				X		
2. Maintains discipline and classroom organization			X			
3. Motivates and encourages student participation			X			
4. Evaluates and counsels students; documents accordingly				X		
5. Maintains bulletin boards and appropriate housekeeping for the classroom	TRIVIA FILE			X	X	
6. Displays personal enthusiasm and knowledge of subject		X				

Comments: Supervisor Completed self evaluation as requested. Is committed to education and demonstrates support for students and program. Judy is hard to offend, willing to serve, and has excellent attendance. Visual difficulties are progressing and safety is concern for this employee. Has established plan to address this and will be taking L.O.A. for eye surgery this summer. Informed in need to request reasonable accommodations for visual disability. Patient safety and employee safety must be maintained.

Comments: Instructor Teaching Practical Nursing continues to be both challenging and rewarding. The rapid changes in Health Care delivery, new diagnostic and procedures have been difficult for me. I will work harder a keeping up dated. Also the strategic plan for improving NCEC pass rate has been time consuming, but is increasing my ingenuity and improving my student performance assessment skills.

Signature Juanita L. Lohell

Date 5-18-98

May 1995
August 1993
March 1988
August 1985
March 1980

5-8

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL
Practical Nursing Program

Faculty Performance Evaluation
ANNUAL

Name Judith S. Schell

Social Security No. 190 - 32 - 1084

Evaluation Period May 1997-98

Present Status Full-time Instructor

Prepared by _____

Date 5-18-98

General Performance Criteria:	Excellent	Very Good	Good	Fair	Unsatisfactory
1. Quality of Work - Completeness; Neatness; Professional Proficiency		X			
2. Work Habits-Planning and organization of work: care of equipment and supplies		X			
3. Relationship with people- ability to get along with others. Effectiveness in dealing with public		X			
4. Dependability-Degree to which faculty member can be relied upon to work steadily, effectively; punctuality; regularity of attendance	X				
5. Quantity of work-amount of work performed			X ER X		
6. Initiative-Resourcefulness; originality; ability to carry out program improve- ments			X ER X		
Clinical Performance Criteria:					
1. Proficiency in the instruction of students; planning of student assignments, identify clinical objectives; observation of student performance; assist- ance with procedures		X			
2. Evaluation of student performance; documentation of counseling sessions; written anecdotes and student evaluations			X		

EQUAL OPPORTUNITY SCHOOL

Clinical Performance Criteria cont'd	Excellent				Very Good				Good				Fair				Unsatisfactory			
3. Organization and planning of post experience conference																				
4. Functions within the ethical and legal limits as an instructor of practical nursing students																				
Classroom Performance Criteria:																				
1. Identifies course objectives; grading policies; lesson plans																				
2. Maintains discipline and classroom organization																				
3. Motivates and encourages student participation																				
4. Evaluates and counsels students; documents accordingly																				
5. Maintains bulletin boards and appropriate housekeeping for the classroom Trivia File																				
6. Displays personal enthusiasm and knowledge of subject																				

Comments: Supervisor Completed self evaluation as requested. Is committed to education and demonstrates support for students and program. Judy is kind to others, willing to serve and has excellent attendance. Visual difficulties are progressing and safety is a concern for this employee. Has established plan to address this and will be taking a LOA for eye surgery this summer. Informed on need to request reasonable accommodations for visual difficulty. Patient safety and employee safety must be maintained.

Comments: Instructor Teaching Practical Nursing Continues to be both challenging and rewarding. The rapid changes in Health Care delivery, new diagnostic and treatment procedures have been difficult for me. I will work harder a keeping updated. Also the strategic plan for improving NCLEX pass rate has been time-consuming, but is increasing my ingenuity and improving my student performance assessment skills.

Signature _____

Date _____

May 1995
August 1995
March 1998
August 1998
March 1999

DOCUMENTS MISSING FROM PERSONNEL FILE - JUDITH SCHELL,
as sent to Joseph Colavecchi by Carl Beard 3/17/2000

A. Documents of which I have no copies.

1. Collaboration with Dr. Nichamin, either oral or written, about visual examination.
2. Letter to Dr. Arffa, as mentioned in letter from Elsie Reichart to me, dated 1/21/99
nor
Reply from Dr. Arffa.
3. Second page of Annual Faculty Evaluations for 1997-98 and 1996-97. (I have since obtained these from Vo-Tech, and was also given a typed version of the one for 1997-98,)

B. Documents of which I have copies.

7/28/99	Judith Schell to Richard Makin expressing concerns about restructuring of PN program with reference to comments/incidents of Spring, 1999.
3/02/99	Robert Dreibelbis to Judith Schell concerning request for medical sabbatical and/or due process hearing on furlough.
2/11/99	Terry Horton to Judith Schell - notice of meeting 2/15/99 on job performance concerns.
1/31/99	Grievance on denial of return to work.
1/21/99	Elsie Reichart to Judith Schell about no response yet from Laurel Eye Clinic; also of phone call to Dr. Arffa on 1/20/99 with follow up letter.
1/15/99	Judith Schell to Elsie Reichart voicing concerns about no response from Laurel Eye Clinic, and refute of comments made in letter from E. Reichart, 12/14/98.
12/16/98	Elsie Reichart to Judith Schell advising of appointment with Dr. Louis Nichamin.
12/14/99	Elsie Reichart to Judith Schell concerning decision to require an independent vision examination.

Commonwealth of Pennsylvania
Pennsylvania Code

Title 49. Professional & Vocational Standards

Department of State
Chapter 21. State Board of Nursing



For additional pamphlet information contact

Department of State, Bureau of
Professional & Occupational Affairs,
State Board of Nursing
P. O. Box 2649
Harrisburg, PA 17105-2649

Current through 29 Pa.B. 3056 (June 12, 1999)

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CHAPTER 21. STATE BOARD OF NURSING

- Subchap.
- A. REGISTERED NURSES
 - B. PRACTICAL NURSES
 - C. CERTIFIED REGISTERED NURSE PRACTITIONERS
 - D. INTERPRETATIONS
 - E. CHILD ABUSE REPORTING REQUIREMENTS
 - F. VOLUNTEER LICENSES

Cross References

This chapter cited in 28 Pa. Code § 109.66 (relating to blood transfusions and intrusions); 28 Pa. Code § 501.4 (relating to regulations); 28 Pa. Code § 551.52 (relating to sibilities); 28 Pa. Code § 601.3 (relating to requirements for home health care agencies § 18.111 (relating to penalties for violation); 49 Pa. Code § 41.26 (relating to professions); and 49 Pa. Code § 47.21 (relating to professional corporations).

Subchapter A. REGISTERED NURSES

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- 21.2. Scope.
- 21.3. Purposes of the Board.
- 21.4. Applicability of general rules.
- 21.5. Fees.
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Authority

The provisions of this Subchapter A issued under The Professional Nursing Law (63 P. S. §§ 211—225.5), unless otherwise noted.

Source

The provisions of this Subchapter A adopted May 22, 1951, unless otherwise noted.

GENERAL PROVISIONS

§ 21.1. Definitions.

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

Act—The Professional Nursing Law (63 P. S. §§ 211—225), which establishes standards for nursing schools and the conduct of nursing programs.

Approved—Approved by the Board.

Board—The State Board of Nursing of the Commonwealth.

Diagnosing—Identification of and discrimination between physical and psychosocial signs and symptoms essential to effective execution and management of the nursing regimen.

Human responses—Those signs, symptoms and processes which denote the interaction of the individual with an actual or potential health problem.

Practice of professional nursing—Diagnosing and treating human responses to actual or potential health problems through such services as casefindings, health teaching, health counseling, provision of care supportive to or restorative of life and well-being, and executing medical regimens as prescribed by a licensed physician or dentist. The term does not include acts of medical diagnosis or prescription of medical therapeutic or corrective measures, except as may be authorized by rules and regulations jointly promulgated by the State Board of Medicine and the Board, which rules and regulations will be implemented by the Board.

Registered nurse—A nurse licensed under this subchapter to practice in this Commonwealth.

Treating—Selection and performance of those therapeutic measures essential to the effective execution and management of the nursing regimen and execution of the prescribed medical regimen.

Source

The provisions of this § 21.1 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (78856) and (47490).

21-4

§ 21.2. Scope.

(a) The Board administers the act by providing rules and regulations for nursing schools and the conduct of the programs.

(b) The Board provides for licensure of graduate nurses from schools by examination, by endorsement and by renewal of licenses.

(c) The Board has the right to establish rules and regulations for the practice of nursing.

(d) The Board may suspend or revoke licenses for cause.

(e) The Board will approve basic nursing programs conducted in colleges, universities; approve foreign exchange visitor programs; arrange a list of approved programs.

(f) The Board will approve applications for inactive status.

(g) The Board will regulate the practice of nursing.

Source

The provisions of this § 21.2 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (47490).

§ 21.3. Purposes of the Board.

The Board will insure safe nursing services for the citizens of this Commonwealth. Embodied in this purpose are the following responsibilities:

(1) To establish safe standards for the preparation of registered nurses in approved educational programs.

(2) To assure safe standards of nursing practice through examination of graduates of approved educational programs, through endorsement of registered and practical nurses from other jurisdictions, and through regulation of the practice of nursing in this Commonwealth.

Source

The provisions of this § 21.3 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9689).

§ 21.4. Applicability of general rules.

Under 1 Pa. Code § 31.1 (relating to scope of part 1 Pa. Code Part 31.1) general rules of administrative practice and procedure are applicable to the activities of and proceedings before the Board.

Source

The provisions of this § 21.4 adopted January 30, 1976, effective January 31, 1976, 6 Pa.B. 2677; amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677.

21-5

Fees.

e following fees are charged by the Board:

ination and licensure	\$35
mination	\$30
sure by endorsement	\$25
rary permit	\$20
ation for approval of new nursing program	\$300
r review and challenge of RN exams	\$220
cation fee for out-of-State graduates	\$30
ial renewal of license	\$21
cation of licensure	\$15
ivation of license (after 5 years or longer)	\$20

addition to the examination and licensure fee of \$35 prescribed in subsection 21.2(a) and (d); amended under section 812 of The Administrative Code of 1929 (71 Pa.B. 4086; amended November 29, 1991, effective November 30, 1991, 21 Pa.B. 4086; amended June 12, 1992, effective immediately and applies to biennial renewals commencing June 1, 1992, 22 Pa.B. 2976; amended June 18, 1993, effective June 19, 1993, 23 Pa.B. 5634. Immediately preceding text appears at serial pages (181244) to (181245).

Authority

sions of this § 21.5 issued under section 11.2(a) and (d) of The Professional Nursing Law of 1990, effective June 9, 1990, 20 Pa.B. 3078; amended July 27, 1990, effective June 8, 1990, 20 Pa.B. 4086; amended November 29, 1991, effective November 30, 1991, 21 Pa.B. 4086; amended June 12, 1992, effective immediately and applies to biennial renewals commencing June 1, 1992, 22 Pa.B. 2976; amended June 18, 1993, effective June 19, 1993, 23 Pa.B. 5634. Immediately preceding text appears at serial pages (181244) to (181245).

Source

sions of this § 21.5 adopted December 25, 1987, effective December 26, 1987, 17 Pa.B. 3078; amended June 9, 1990, effective June 9, 1990, 20 Pa.B. 3078; amended July 27, 1990, effective June 8, 1990, 20 Pa.B. 4086; amended November 29, 1991, effective November 30, 1991, 21 Pa.B. 4086; amended June 12, 1992, effective immediately and applies to biennial renewals commencing June 1, 1992, 22 Pa.B. 2976; amended June 18, 1993, effective June 19, 1993, 23 Pa.B. 5634. Immediately preceding text appears at serial pages (181244) to (181245).

Cross References

on cited in 49 Pa. Code § 21.30a (relating to continued competency); and 49 Pa. Code § 21.30b (relating to biennial renewal).

Professional corporations.

tered nurse may form a professional corporation with other registered nurses, other health care practitioners who treat human ailments and conditions, or other health care services in this Commonwealth without being licensed to provide health care services in this Commonwealth without being a referral or supervision from another health care practitioner.

Source

The provisions of this § 21.6 adopted November 29, 1991, effective November 30, 1991, 21 Pa.B. 5521.

RESPONSIBILITIES OF THE REGISTERED NURSE**§ 21.11. General functions.**

(a) The registered nurse assesses human responses and plans, implements and evaluates nursing care for individuals or families for whom the nurse is responsible. In carrying out this responsibility, the nurse performs all of the following functions:

- (1) Collects complete and ongoing data to determine nursing care needed.
- (2) Analyzes the health status of the individuals and families and compares the data with the norm when possible in determining nursing care needs.
- (3) Identifies goals and plans for nursing care.
- (4) Carries out nursing care actions which promote, maintain and restore the well-being of individuals.
- (5) Involves individuals and their families in their health promotion, maintenance and restoration.
- (6) Evaluates the effectiveness of the quality of nursing care provided.
- (b) The registered nurse is fully responsible for all actions as a licensed nurse and is accountable to clients for the quality of care delivered.
- (c) The registered nurse may not engage in areas of highly specialized practice without adequate knowledge of and skills in the practice areas involved.
- (d) The Board recognizes standards of practice and professional codes of behavior, as developed by appropriate nursing associations, as the criteria for assuring safe and effective practice.

Source

The provisions of this § 21.11 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9690).

Notes of Decisions

Where nurse had disconnected patient from respirator to perform unauthorized evaluation of spontaneous respiration, failed to perform external cardiac resuscitation, etc., subsection (a)(2) and (4) was not unconstitutionally vague with respect to nurse's conduct since nurse's actions were "unauthorized, contra-indicated and a serious deviation from acceptable nursing practice." *Rafferty v. State Board of Nurse Examiners*, 505 A.2d 357 (Pa. Cmwlth. 1986).

Nurse violated subsection (a)(4) by leaving patient experiencing rare premature ventricular contractions failing to call code team when so instructed and failing to attach cardiac monitor strip to patient's chart, but such actions did not constitute violations of 49 Pa. Code § 21.13 which merely establishes limitations on who may perform resuscitation and respiration and circumstances under which those procedures may be performed. *State Board of Nurse Examiners v. Rafferty*, 490 A.2d 289 (Pa. 1985).

violated subsection (a)(4) by disconnecting comatose patient from respirator to check for as respirations, leaving patient without oxygen for 30 seconds, when there had been no circumstances such as patient displaying signs of becoming conscious. *State Board of Nurse v. Rafferty*, 499 A.2d 289 (Pa. 1985).

of Nurse Examiners need not prove specific intent to violate the statute or regulations in establish a "willful" violation. *State Board of Nurse Examiners v. Rafferty*, 499 A.2d 289 (Pa. 1985).

the Board of Nurse Examiners found no willful, repeated, deliberate or knowing violation, acts which were deemed to deviate from accepted practice and errors of judgment, the that there was no violation of subsection (a) (1) and (4). *Rafferty v. State Board of Nurse*, 471 A.2d 1339 (Pa. Cmwlth. 1984).

did not willfully violate subsection (a)(4) in lightly slapping the hand of a patient who had her arm, since the nurse had to have the use of her arm in order to keep the patient from other attempts to make the patient loosen his grip had failed. *Leukhardt v. State Board of miners*, 403 A.2d 645 (Pa. Cmwlth. 1979).

Cross References

tion cited in 49 Pa. Code § 21.411 (relating to interpretations regarding the general func-
gistered nurses—statement of policy); 49 Pa. Code § 21.412 (relating to interpretations
venipuncture, intravenous fluids, resuscitation and respiration—statement of policy); and 49
21.413 (relating to interpretations regarding the administration of drugs—statement of

2. Venipuncture; intravenous fluids.

ning of venipuncture and administering and withdrawing intravenous
functions regulated by this section, and these functions may not be per-
inless:

The procedure has been ordered in writing for the patient by a licensed
of the healing arts.

The registered nurse who performs venipunctures has had instruction
pervised practice in performing venipunctures.

The registered nurse who administers parenteral fluids, drugs or blood
d instruction and supervised practice in administering parenteral fluids,
or medications into the vein.

A list of medications which may be administered by the registered
s established and maintained by a committee of physicians, pharmacists
res from the employing agency or the agency within whose jurisdiction
cedure is being performed if no employing agency is involved.

The intravenous fluid or medication to be administered is the fluid or
tion specified in the written order.

The blood is identified as the blood ordered for the patient.

An accurate record is made concerning the following:

The time of the injection.

i) The medication or fluid injected.

i) The amount of medication or fluid injected.

(iv) Reactions to the fluid.

Source

The provisions of this § 21.12 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately pre-
ceding text appears at serial pages (47492) and (44732).

Cross References

This section cited in 49 Pa. Code § 21.412 (relating to interpretations regarding venipuncture,
intravenous fluids, resuscitation and respiration—statement of policy); and 49 Pa. Code § 21.413
(relating to interpretations regarding the administration of drugs—statement of policy).

§ 21.13. Resuscitation and respiration.

External cardiac resuscitation and artificial respiration, mouth-to-mouth, are
procedures regulated by this section, and these functions may not be performed
unless both of the following provisions are met:

(1) External cardiac resuscitation and artificial respiration, mouth-to-
mouth, shall only be performed by a nurse on an individual when respiration
or pulse, or both, cease unexpectedly.

(2) A nurse may not perform external cardiac resuscitation and artificial
respiration, mouth-to-mouth, unless the nurse has had instruction and super-
vised practice in performing the procedures.

Source

The provisions of this § 21.13 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9691).

Notes of Decisions

Nurse violated 49 Pa. Code § 21.11(a)(4) by leaving patient experiencing rare premature ventricu-
lar contractions, failing to call code team when so instructed and failing to attach cardiac monitor strip
to patient's chart, but such actions did not constitute violations of § 21.13 which merely establish
limitations on who may perform resuscitation and respiration and circumstances under which those
procedures may be performed. *State Board of Nurse Examiners v. Rafferty*, 508 Pa. 566, 570, 499
A.2d 289, 293 (1985).

§ 21.14. Administration of drugs.

(a) Administering to a patient a drug ordered for that patient by a licensed
doctor of the healing arts in the dosage prescribed is a procedure regulated by this
section, and the function may not be performed by a person other than a licensed
registered nurse, except that a licensed registered nurse, responsible for adminis-
tering a drug, may supervise a nursing student in an approved program and a
graduate nurse.

(b) In this section, "supervision" means the registered nurse is physically
present in the area or unit where the student or unlicensed graduate is practicing.

dition of "supervision" is not intended to limit in any way the practice of nursing as defined in the Practical Nurse Law (63 P. S. §§ 651—

Source

visions of this § 21.14 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial pages (30239) to (30240).

Cross References

tion cited in 28 Pa. Code § 107.64 (relating to administration of drugs); and 49 Pa. Code § 107.64 (relating to interpretations regarding the administration of drugs—statement of policy).

i. Monitoring, defibrillating and resuscitating.

e of monitoring, defibrillating or resuscitating equipment, or a combination of three, hereinafter called "therapy," is a proper function of a registered nurse. The function regulated by this section; the function may not be performed unless all of the following provisions are met:

The employer, through written policy, has agreed that the registered nurse may administer the therapy.

A committee of licensed physicians and nurses within the employing institution has established written criteria prescribing when the therapy shall be administered by a registered nurse either in the presence or absence of the attending physician.

The techniques for administering the therapy have been established by a committee of licensed physicians and registered nurses within the employing institution.

The registered nurse has had instruction and supervised practice in administering the therapy.

The registered nurse has demonstrated competency in administering the therapy to the satisfaction of the employer.

The registered nurse shall have employed the prescribed techniques in administering the therapy in accordance with the established criteria.

Source

visions of this § 21.15 amended November 19, 1970, effective November 20, 1970, 1 Pa.B. 2677. Immediately preceding text appears at serial pages (9691) to (9692).

Cross References

tion cited in 28 Pa. Code § 21.413 (relating to interpretations regarding the administration of policy).

§ 21.16. Immunizations.

(a) Immunization and skin testing is a proper function of a registered nurse and is a function regulated by this section, and the function may not be performed unless all of the following conditions are met:

(1) A written order has been issued by a licensed physician. The order may be a standing order applicable to individuals or groups.

(2) The policies and procedures under which the registered nurse may administer immunizing agents and do skin testing have been established by a committee representing the nurses, the physicians and the administration of the agency or institution. These written policies and procedures shall be available to the nurse. The committee shall also perform the following functions:

(i) Identify the immunizing and skin testing agents which the nurse may administer.

(ii) Determine contraindications for the administration of specific immunizing and skin testing agents.

(iii) Outline medical principles governing the treatment of possible anaphylactic reactions.

(iv) Establish instruction and supervised practice required to insure competency in administering immunizing and skin testing agents.

(b) Following skin testing, the size of the induration or its absence may be observed and recorded by the properly instructed registered nurse.

Source

The provisions of this § 21.16 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9692).

§ 21.17. Anesthesia.

The administration of anesthesia is a proper function of a registered nurse and is a function regulated by this section; this function may not be performed unless:

(1) The registered nurse has successfully completed the educational program of a school for nurse anesthetists accredited by the Council on Accreditation of Education Programs of Nurse Anesthesia of the American Association of Nurse Anesthetists.

(2) The registered nurse is certified as a Registered Nurse Anesthetist by the Council on Certification or on Recertification of Nurse Anesthetists of the American Association of Nurse Anesthetists.

(3) The certified nurse anesthetist is authorized to administer anesthesia in cooperation with a surgeon or dentist. The nurse anesthetist's performance shall be under the overall direction of the chief or director of anesthesia services. In situations or health care delivery facilities where these services are not mandatory, the nurse anesthetist's performance shall be under the overall direction of the surgeon or dentist responsible for the patient's care.

Except as otherwise provided in 28 Pa. Code § 123.7(c) (relating to anesthetist and nurse anesthetist qualifications), when the operating/anesthesia team consists entirely of nonphysicians, such as a dentist and a certified nurse anesthetist, the registered nurse anesthetist shall have sole authority to her by physical presence or electronic communication an anesthetist or consulting physician of her choice.

A noncertified registered nurse who has completed an approved anesthesia program may administer anesthesia under the direction of and in the presence of the chief or director anesthesia services or a Board certified anesthetist until the announcement of results of the first examination given for anesthesia for which she is eligible. If a person fails to take or fails to pass an examination, the person shall immediately cease practicing as a nurse anesthetist. If the applicant, due to extenuating circumstances, cannot take the first examination following completion of the program, the applicant may appeal to the Board for authority to continue practicing.

For purposes of this section, "cooperation" means a process in which the anesthetist and the surgeon work together with each contributing an area of expertise, at their individual and respective levels of education and training.

Source

Provisions of this § 21.17 adopted October 22, 1976, effective October 23, 1976, 6 Pa.B. 2827; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2827. Immediately preceeds appears at serial page (81100).

Notes of Decisions

Provisions of 49 Pa. Code § 21.17 (relating to anesthesia) are willfully violated even though a physician is present at the time the anesthetic is administered if the nurse administers the anesthetic without the physician's direction or awareness. *McCarl v. State Board of Nurse Examiners*, 396 A.2d 1041 (Pa., 1979).

1. Standards of nursing conduct.

Registered nurse shall:

Undertake a specific practice only if the registered nurse has the necessary knowledge, preparation, experience and competency to properly execute practice.

Respect and consider, while providing nursing care, the individual's freedom from psychological and physical abuse.

Act to safeguard the patient from the incompetent, abusive or illegal actions of any individual.

Safeguard the patient's dignity, the right to privacy and the confidentiality of patient information. This standard does not prohibit or affect reporting requirements under 23 Pa.C.S. Chapter 63 (relating to the Child Protective Services Law), the Older Adults Protective Services Act (35 P.S. §§ 10211-10214) and other statutes which may mandate reporting of this information.

(5) Document and maintain accurate records.

(b) A registered nurse may not:

(1) Knowingly aid, abet or assist another person to violate or circumvent a law or Board regulation.

(2) Discriminate, while providing nursing services, on the basis of age, marital status, sex, sexual preference, race, religion, diagnosis, socioeconomic status or disability.

(3) Knowingly permit another individual to use his license or temporary permit for any purpose or knowingly permit the unlicensed person under the registered nurse's jurisdiction or supervision to misrepresent that the individual is a licensed nurse.

(4) Misappropriate equipment, materials, property, drugs or money from employer or patient.

(5) Solicit, borrow or misappropriate money, materials or property from a patient or the patient's family.

(6) Leave a nursing assignment prior to the proper reporting and notification to the appropriate department head or personnel of such an action.

(7) Knowingly abandon a patient in need of nursing care. Abandonment is defined as the intentional deserting of a patient for whom the nurse is responsible.

(8) Falsify or knowingly make incorrect entries into the patient's record or other related documents.

(c) A registered nurse who fails to comply with an obligation or prohibition under this section is subject to disciplinary action under section 14(a)(3) of the act (63 P.S. § 224(a)(3)).

Source

The provisions of this § 21.18 adopted April 30, 1993, effective May 1, 1993, 23 Pa.B. 2115.

LICENSES

§ 21.21. Application for examination.

(a) An application for the licensing examination without transcript may be submitted during the last term of the nursing program. The applicant will be scheduled for the subsequent examination.

(b) A candidate will not be admitted to the examination unless the candidate has satisfied the requirements of the act necessary for eligibility, including the completion of an approved educational program.

(c) A copy of the transcript validating program completion shall be filed at least 2 weeks prior to the testing dates.

(d) The Board will not proctor an applicant for another state board. The Board will not permit an applicant for Commonwealth licensure to be proctored by another state board.

Authority

revisions of this § 21.21 issued under: section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 1 of The Professional Nursing Law (63 P. S. § 212.1); amended under section 1 of The Administrative Code of 1929 (71 P. S. § 279.3a).

Source

revisions of this § 21.21 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended March 20, 1981, effective March 21, 1981, 11 Pa.B. 1027; amended April 29, 1983, April 30, 1983, 13 Pa.B. 1439; amended June 8, 1990, effective June 9, 1990, 20 Pa.B. 3078. Immediately preceding text appears at serial pages (123248) to (123249).

22. Date and location of examinations.

The Board conducts licensing examinations at least twice a year.
A list of examination dates and locations are published annually.

Authority

revisions of this § 121.22 issued under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 1 of The Professional Nursing Law (63 P. S. § 212.1).

Source

revisions of this § 121.22 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended April 29, 1983, effective April 30, 1983, 13 Pa.B. 1439. Immediately preceding text at serial page (60509).

23. Qualifications of applicant for examination.

An applicant shall pass a written examination as provided by the Board.
Additional applicant qualifications are contained in sections 5 and 6 of the P. S. §§ 215 and 216).

Nurses educated in schools of nursing outside of the United States or shall have successfully completed the English language and nursing proficiency examination of the Commission on Graduates of Foreign Nursing Schools. A school of nursing located outside of the United States or Canada considered a foreign nursing school.

Authority

revisions of this § 21.23 issued under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 1 of The Professional Nursing Law (63 P. S. § 212.1).

Source

revisions of this § 21.23 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended May 22, 1981, effective May 23, 1981, 11 Pa.B. 1802; amended April 29, 1983, April 30, 1983, 13 Pa.B. 1439. Immediately preceding text appears at serial pages (60509) to (60510).

§ 21.24. Examination score requirements.

The candidate for licensure shall achieve a minimum score as mandated by the Board.

Authority

The provisions of this § 21.24 issued under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 1 of The Professional Nursing Law (63 P. S. § 212.1).

Source

The provisions of this § 21.24 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended April 29, 1983, effective April 30, 1983, 13 Pa.B. 1439. Immediately preceding text appears at serial page (61942).

§ 21.25. Reexamination.

- (a) A candidate shall submit the required fee in the form of a check for reexamination.
- (b) [Reserved].
- (c) The candidate may take the licensing examination as many times as necessary to complete licensure process.
- (d) A request to retake an examination for the purpose of elevating a passing score will not be granted.

Authority

The provisions of this § 21.25 issued under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 1 of The Professional Nursing Law (63 P. S. § 212.1).

Source

The provisions of this § 21.25 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended April 29, 1983, effective April 30, 1983, 13 Pa.B. 1439. Immediately preceding text appears at serial page (61942).

§ 21.26. Failing rate of a school in examination.

If 40% or more of the first-time examinees of a school of nursing writing the examination in this Commonwealth fail the examination, the school will be placed on provisional approval status. The Board may consider additional documented statistics concerning the examination scores received in other states by Commonwealth graduates in determining the status of the school.

Source

The provisions of this § 21.26 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (30243).

7. Unlicensed candidate.

candidate may practice as a graduate nurse until the licensing examination subject to the following:

Unless licensed, the candidate may be employed as a graduate nurse for only from the date of completion of a nursing program except in the case of special permission is granted by the Board due to extenuating circumstances. In such a case the candidate shall present validating documentation.

The candidate shall practice under the supervision of an experienced registered nurse. "Supervision," as used in this paragraph, means that the registered nurse is physically present in the area or unit where the unlicensed candidate is practicing.

Source

visions of this § 21.27 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 1165; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (30243).

8. Licensure by endorsement.

A registered nurse who has graduated from an approved nursing program in another state or territory of the United States or Canada and who is licensed by the National Council Licensure Examination in another jurisdiction of the United States or Canada may be granted licensure in this Commonwealth by endorsement of the original licensing board.

An applicant for licensure in this Commonwealth by endorsement shall meet the requirements as stated in the act.

A registered nurse who has graduated from a nursing program in a country outside of the United States or Canada and who is licensed by the National Council Licensure Examination in another jurisdiction of the United States or Canada may be granted licensure in this Commonwealth by endorsement if the applicant's program of study is deemed equivalent to the program of study required in this Commonwealth at the time the program was completed. The Board will base equivalence upon an evaluation performed by the Commission on Graduates of Foreign Nursing Schools (CGFNS) as to the foreign program.

An applicant for endorsement whose license in the other jurisdiction is current for 5 years or longer shall, prior to receiving a license in this Commonwealth, satisfy the requirements of § 21.30a(1) or (2) (relating to continued competency).

Source

visions of this § 21.28 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 1165; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829; amended March 1993, effective March 23, 1993, 21 Pa.B. 1165; amended June 18, 1993, effective June 19, 1993, 21 Pa.B. 1165.

23 Pa.B. 2827; amended November 28, 1997, effective November 29, 1997, 27 Pa.B. 6210. Immediately preceding text appears at serial page (209954).

Cross References

This section cited in 49 Pa. Code § 21.118 (relating to post-basic nursing programs).

§ 21.29. Expiration and renewal of license.

(a) Registered nurses whose licenses expire on October 31, 1985 will thereafter be subject to the following license renewal schedule:

(1) Licenses of registered nurses whose license numbers end in the numbers 01 through 25 will expire on April 30, 1986 and, following renewal, will thereafter expire on April 30 in the even-numbered years. The license renewal fee for licenses that expire on April 30, 1986 will be 25% of the renewal fee for the usual 2-year renewal period. The renewal fee for licenses that expire on an anniversary of April 30, 1986 will be the renewal fee for the usual 2-year renewal period.

(2) Licenses of registered nurses whose license numbers end in the numbers 26 through 50 will expire on October 31, 1986 and, following renewal, will thereafter expire on October 31 in the even-numbered years. The license renewal fee for licenses that expire on October 31, 1986 will be 50% of the renewal fee for the usual 2-year renewal period. The renewal fee for licenses that expire on an anniversary of October 31, 1986 will be the renewal fee for the usual 2-year renewal period.

(3) Licenses of registered nurses whose license numbers end in the numbers 51 through 75 will expire on April 30, 1987 and, following renewal, will thereafter expire on April 30 in the odd-numbered years. The license renewal fee for licenses that expire on April 30, 1987 will be 75% of the renewal fee for the usual 2-year renewal period. The renewal fee for licenses that expire on an anniversary of April 30, 1987 will be the renewal fee for the usual 2-year renewal period.

(4) Licenses of registered nurses whose license numbers end in the numbers 76 through 00 will expire on October 31, 1987 and, following renewal, will thereafter expire on October 31 in the odd-numbered years. The license renewal fee for licenses that expire on October 31, 1987 will be the renewal fee for the usual 2-year renewal period. The renewal fee for licenses that expire on an anniversary of October 31, 1987 will be the renewal fee for the usual 2-year renewal period.

(5) Registered nurses who obtain initial licensure on or after November 1, 1985 and registered nurses who reactivate their licenses on or after November 1, 1985 will be assigned to one of the following license expiration dates:

- (i) April 30 in the even-numbered years.
- (ii) October 31 in the even-numbered years.
- (iii) April 30 in the odd-numbered years.

(iv) October 31 in the odd-numbered years.

Application for renewal of a license will be forwarded biennially to each registrant prior to the expiration date of the current renewal biennium.

The application form shall be completed and returned, accompanied by a license renewal fee. Upon approval of the application, the applicant will be issued a license for the current renewal period. The display portion of the license shall be retained by the current employer of the registrant; the card portion shall be retained by the registrant.

When communicating with the Board, the registrant shall identify himself by full name, including maiden name; current address; and the Common certificate number, which shall either be typed or printed.

Authority

Revisions of this § 21.29 amended under sections 2.1 and 11 of The Professional Nursing P. S. §§ 212.1 and 22(1).

Source

Revisions of this § 21.29 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829; amended March 1, effective March 23, 1985, 15 Pa.B. 1082. Immediately preceding text appears at serial page

Cross References

Section cited in 49 Pa. Code § 21.331 (relating to biennial renewal of certification).

30. Registered nurses licensed outside of the United States, its territories or Canada.

A nurse educated and licensed in another country other than Canada may be employed as a nurse in this Commonwealth until the requirements for Commonwealth licensure have been met.

A graduate nurse licensed in another country may participate in an exchange-visitor program or in an accreditation graduate program in the United States for a period of 2 years without licensure and compensation in this Commonwealth.

An applicant coming from a country outside of the United States or who is from a nondegree-granting institution shall obtain a Certificate of Registration from the Department of Education.

Source

Revisions of this § 21.30 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. amended June 17, 1977, effective June 18, 1977, 7 Pa.B. 1641; amended September 16, 1983, September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page

§ 21.30a. Continued competency.

A nurse whose license has lapsed for 5 years or longer or whose license has been placed on inactive status for 5 years or longer, as permitted in section 11(b) of the act (63 P. S. § 221(b)), may reactivate the license by doing one of the following:

- (1) Successfully completing the initial licensing examination approved by the Board and submitting the examination fee as set forth in § 21.5 (relating to fees).
- (2) Successfully completing a Board-approved reactivation program, which includes as a prerequisite to completion the passing of a Board-approved nursing achievement examination.
- (3) Providing evidence to the Board that the applicant has practiced nursing in another jurisdiction at some period of time within the last 5 years under a current license during that time.

Source

The provisions of this § 21.30a adopted June 18, 1993, effective June 19, 1993, 23 Pa.B. 2827.

Cross References

This section cited in 49 Pa. Code § 21.28 (relating to licensure by endorsement); and 49 Pa. Code § 21.602 (relating to volunteer license).

APPROVAL OF SCHOOLS OF NURSING

§ 21.31. Surveys; list of approved schools.

(a) Survey visits are made of basic nursing programs conducted in hospitals, colleges or universities of exchange visitor programs and of cooperating agencies. In this section, "cooperating agency" means an educational institution or health care delivery system which cooperates with the controlling institution. The survey report is presented to the Board and a written report of recommendations or requirements, or both, is sent to the school, college or university.

(b) Classified lists of approved schools of nursing and of exchange visitor programs are compiled and published annually and are made available for distribution.

(c) A list of approved cooperating agencies that provide educational programs for schools of nursing is compiled and published annually and is made available for distribution.

Source

The provisions of this § 21.31 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30244) to (30245).

12. Objectives.

ing schools in this Commonwealth are approved to effectuate the following:

- Safeguard the preparation of nurses and assure safe standards of nursing practice in this Commonwealth.
- Stimulate and maintain continued growth and improvement of nursing education in this Commonwealth.
- Guide prospective students in the selection of approved schools which provide adequate resources for sound basic nursing education.
- Assure the graduates of nursing programs of eligibility for admission to nursing for licensure.
- Assist graduates of schools of nursing in this Commonwealth to qualify for employment in other jurisdictions.

Source

Provisions of this § 21.32 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (9696).

13. Types of approval.

Initial. The Board may grant initial approval to new schools, with evaluation of acceptable standards are being met, for a period of time necessary to determine the results of the licensing examination taken by the first graduates.

Full. The Board will place on full approval those schools which attain and maintain the acceptable standards and adhere to the policies and regulations of the Board considered essential for a sound program of nursing education.

Provisional. The Board may place on provisional approval a school not meeting the acceptable standards. A period of 2 years will be the maximum time for the correction of deficiencies resulting in provisional approval. If the school is not met within this designated time, the school will be removed from the approved list.

Source

Provisions of this § 21.33 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (30245).

14. Removal from approved list.

The Board will give sufficient notification of intent of removal from the approved list and provide an opportunity for school officials to show cause as to why removal should not be withdrawn.

Source

Provisions of this § 21.34 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30245) to (30246).

DISCONTINUANCE OF A SCHOOL OF NURSING**§ 21.41. Notification; completion of program; records.**

- (a) Written notification of intent to discontinue a program of nursing shall be submitted to the Board within a reasonable time, but not less than 6 months prior to discontinuance.
- (b) When a class is not admitted in a given year, the nursing program shall close unless approval has been granted by the Board based on the justification for continuation submitted to the Board.
- (c) If a program is discontinued, it is the responsibility of the controlling institution to provide for the completion of the program for students currently enrolled, either by placing the students in an approved program or continuing the enrolled classes until completion. If the program is continued until completion, approved and qualified instruction shall be assured. A controlling institution is a university, college or hospital which conducts programs of education in nursing.
- (d) The controlling institution has the legal responsibility to make provision for permanent retention of student and graduate records in conformity of § 21.125 (relating to custody of records).

Source

The provisions of this § 21.41 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (30246).

APPROVED PROGRAMS OF NURSING**§ 21.51. Establishment.**

- (a) A nursing program shall be developed under the authority of a regionally accredited university or college, or hospital approved by the Joint Commission on Accreditation of Hospitals, and under the leadership of a registered nurse.
- (b) A university or college may conduct programs of nursing if there is an adequate faculty and adequate clinical facilities and the philosophy of the parent institution encompasses dual programs of education. A hospital or educational institution desiring to establish a program of nursing is required to:
 - (1) Complete a feasibility study which shall include:
 - (i) Sufficient statistical data to support the need for a program within the community and to assure availability of an adequate supply and flow of interested candidates.
 - (ii) Identification of available clinical resources for program implementation based on the projected enrollment and faculty. In viewing the clinical resources, the study shall speak to other nursing programs that share the teaching facilities identified in the study.

(iii) Letters of intent from the cooperating agencies indicating positive commitment to the nursing program and the availability of sufficient clinical resources to meet the educational requirements of the program.

(iv) Actual cost of the program including faculty needed, clinical teaching resources, educational supplies, office supplies, and the like and sufficient evidence of stable financial support.

2) Submit the feasibility study to the regional health planning agency if the agency is willing to participate in the approval process.

3) Submit 15 copies of the feasibility study and the written decision of the health planning agency, if obtained, to the Board for approval.

4) Employ the nurse administrator of the educational unit at least 12 months prior to the intended admission date of students. Board approval of the administrator's credentials must be obtained prior to the appointment.

5) Submit 15 copies of the tentative planned education program to the Board at least 8 months prior to the intended admission date of students.

6) Employ the teaching faculty at least 1 semester before the initiation of the teaching responsibilities.

Change of ownership shall be processed as the establishment of a new program.

The planned educational program shall include:

1) Organization and administrative policies of the controlling institution.

2) Administrative structure and functions of the nursing school.

3) Educational preparation and nursing experience of faculty members employed.

4) Statement of the philosophy, purposes and objectives of the program.

5) Proposed curriculum design based on sound educational concepts and including detailed course descriptions and identification of clinical practice.

6) Admission policies.

7) Educational standards.

8) Copy of proposed budget projected for a minimum of 5 years.

9) Copies of written agreements with cooperating agencies and facilities to be used in the program.

Following the review of the program and before final Board action is to grant permission to recruit students, an initial facility survey will be conducted by a nursing education advisor of the Board.

Source

provisions of this § 21.51 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2829; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately pre-text appears at serial pages (30246) to (30247).

ORGANIZATION AND ADMINISTRATION OF NURSING PROGRAMS

§ 21.61. Baccalaureate and associate degree programs: organizational requirements.

(a) The educational unit in nursing shall be established as a department, division, school or college of the controlling institution in accordance with the structural plan of the institution.

(b) Relationships with central administrative officers, interrelationships among other disciplines and services of the institution and representation on institutional councils and committees for faculty of the educational unit in nursing shall be consistent with the interaction and responsibilities accorded to other faculty members of the institution.

(c) Adequate funds shall be allocated and properly budgeted for the sound and effective operation of the program.

(d) Policies in effect for faculty members of the educational unit in nursing shall be those in effect for faculty members throughout the controlling institution, except where specified otherwise in this chapter.

(e) The educational unit in nursing shall have administrative authority and responsibility consonant with the general policies of the controlling institution.

(f) The resources, facilities and services of the controlling institution shall be available to and used by the educational unit in nursing and shall be adequate to meet the needs of the faculty and the students.

(g) Cooperating agencies shall be subject to the following provisions:

(1) Agreements to utilize field agencies outside the structural control of the controlling institution shall be initiated by the educational unit in nursing.

(2) Cooperating agencies or services selected by the school shall be approved by the appropriate State and National bodies, if such exist.

(3) The agreement between the educational unit in nursing and the cooperating agency shall be developed jointly, recorded in writing, reviewed periodically by both parties, revised as occasion requires and consistently adhered to by those responsible for implementing the provisions.

(4) The agreement shall insure full control of student education by the faculty of the program; faculty shall have the freedom to teach and guide students and to select appropriate learning experiences in consultation with designated members of the agency staff.

(5) The field agencies selected for use shall have the quality and variety of resources for planned learning experiences needed for the program of the educational unit in nursing.

(6) Approval by the Board shall be obtained before the educational unit in nursing may utilize a new field agency for learning experiences. An Agency Data form, provided by the Board, shall be submitted for each new field agency used for the first time.

The faculty of the educational unit in nursing shall conduct planned periodic evaluation of its organization and administration.

Source

provisions of this § 21.61 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2829, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30247) to (30248).

.62. Diploma programs; organizational requirements.

The nursing school shall be established as an educational unit of the governing body.

Adequate funds shall be allocated and properly budgeted for sound and effective operation of the school.

The organizational plan for the school of nursing shall provide for relationships with the governing body, individuals and cooperating agencies responsible for and participating in the school operation.

The authority and the administrative responsibility for the school shall be vested by the governing body to the director of the school.

The faculty shall formulate policies that relate to the operation of the school.

Approval by the Board shall be obtained before the educational unit in nursing may utilize a cooperating agency or a new field agency for learning experiences. An Agency Data form, provided by the Board, shall be submitted for each new cooperating agency and field agency.

Source

provisions of this § 21.62 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2829, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (9699) to (9700).

.63. Diploma programs utilizing cooperating agencies.

Cooperating agencies within this Commonwealth shall be subject to the following:

(1) The agreement between the educational unit in nursing and the cooperating agency shall be developed jointly, recorded in writing, reviewed periodically by both parties, revised as occasion requires and consistently adhered to by those responsible for implementing the provisions.

(2) Cooperating agencies on the approved list shall submit changes on curriculum content to the Board for approval before schools are notified of the changes.

Cooperating agencies outside of this Commonwealth shall be subject to the following:

(3) The state board of nursing of the state in which the cooperating agency is located shall be contacted to determine the approval status of that agency in that state. Only fully approved programs may be considered.

(2) The school wishing to establish agreements with a cooperating agency shall initiate meetings with the proposed cooperating agency to determine:

(i) Compatibility of the educational philosophy and objectives of the cooperating agency with those of the parent school.

(ii) Effectiveness with which the planned program of the cooperating agency can be utilized as a part of the total educational program of the school.

(iii) Quality of the faculty of the cooperating agency.

(iv) Ability of the cooperating agency to absorb an additional affiliating school.

(3) Following the exploratory meetings, the school shall submit written notification of intent to establish an affiliation with the cooperating agency for Board approval. The following shall accompany the letter of intent:

(i) A copy of the master curriculum plan of the school indicating the placement of the proposed program.

(ii) A copy of the course syllabus offered by the cooperating agency.

(iii) Faculty biographical forms on all faculty in the cooperating agency.

(iv) One copy of the annual report form required by the Board, completed by the cooperating agency.

(v) A copy of the agreement or contract between the cooperating agency and the affiliating school.

(vi) A list of affiliating schools utilizing the cooperating agency.

(c) A cooperating agency providing faculty and instruction for clinical nursing courses shall be responsible for submitting 15 copies of proposed curriculum changes to the Board prior to the announcement of change to the affiliating school.

(d) Diploma schools of nursing utilizing their own faculties shall be subject to the following provisions:

(1) Agreements to utilize field agencies outside the structural control of the controlling institution shall be initiated by the school of nursing.

(2) Cooperating agencies or services selected by the school shall be approved by the appropriate State and National bodies, if such exist.

(3) The agreement between the school of nursing and the cooperating agency shall be developed jointly, recorded in writing, reviewed periodically by both parties, revised as occasion requires and consistently adhered to by those responsible for implementing the provisions.

(4) The agreement shall insure full control of student education by the faculty of the program. The faculty shall have the freedom to teach and guide students and to select appropriate learning experiences in consultation with designated members of the agency staff.

(5) The field agencies selected for use shall have the quality and variety of resources for planned learning experiences needed for the purpose of the program of the school of nursing.

Source

provisions of this § 21.63 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677, amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30250) to (30250).

ADMINISTRATIVE AND INSTRUCTIONAL PERSONNEL

71. Faculty and staff requirements for baccalaureate and associate degree programs.

The minimum faculty and staff requirements for each program are as follows:

-) Full-time director of the program.
-) Full-time qualified faculty members in the areas of specialized practice encompassed within the curriculum.
-) Additional faculty members as needed to insure an educationally effective student-faculty ratio.
-) A minimum of one full-time secretary and additional secretarial assistance as needed.

Faculty qualifications are as follows:

-) The director of a baccalaureate degree program, employed for the first time after January 1, 1986, shall hold a master's degree in nursing and an earned doctoral degree or a specific plan for completing doctoral preparation. The director shall have experience in the areas of nursing practice, nursing education within an institution of higher education and educational administration. Candidates who have made outstanding contributions to nursing education shall be considered on an individual basis.
-) The director of an associate degree program shall hold the minimum of a master's degree in nursing. The director shall have experience in the areas of nursing practice, nursing education and educational administration.
-) The length of appointment of temporary and acting heads of nursing education programs may not exceed 1 year.
-) Nurse faculty members shall be currently licensed as nurses in this Commonwealth.
-) Faculty members shall have master's degrees in nursing, with graduate education relevant to their clinical areas of responsibility; and they shall give evidence of maintaining expertise in their clinical or functional areas of specialization.
-) Faculty members with less than a master's degree in nursing may be employed if qualified candidates are not available; they shall function for a minimum of 5 years as assistants under the direct guidance of a faculty member fully qualified in the specific teaching area. These assistants shall have a minimum of a baccalaureate degree in nursing, and they shall give evidence of actively pursuing a master's degree in nursing. The lack of availability of

qualified faculty shall be documented by, among other things, copies of advertisements placed in appropriate professional journals and newspapers, copies of recruitment letters to appropriate institutions of higher learning, and records of job interviews.

- (7) Faculty employed to teach nutrition must be registered dietitians (R.D.) and eligible for membership in the American Dietetic Association.

Source

The provisions of this § 21.71 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677, amended February 25, 1977, effective February 26, 1977, 7 Pa.B. 521; amended January 20, 1978, effective January 21, 1978, 8 Pa.B. 201; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30250) and (34221).

§ 21.72. Faculty policies.

- (a) The faculty shall be employed by and responsible to the controlling institution.
- (b) Policies, including personnel policies in effect for nursing faculty, shall be those in effect for faculty members throughout the controlling institution except where specified otherwise in this chapter.
- (c) Functions and responsibilities of each faculty member shall be defined in writing.
- (d) Teaching hours of nurse faculty shall be consistent with the policies of the controlling institution. Seminar, discussion and laboratory contact hours shall be equated. Where additional expectations in terms of research, counseling, committee work or other institutional responsibilities are present, the teaching load shall be decreased accordingly.
- (e) The nurse administrator and nursing faculty shall be afforded the time and opportunity to engage in leadership activities within their profession commensurate with the responsibilities inherent in the role of institutions of higher education in our society.
- (f) There shall be a planned and active faculty development program designed to meet the perceived needs of the faculty.

Source

The provisions of this § 21.72 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677, amended February 25, 1977, effective February 26, 1977, 7 Pa.B. 521; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (34221) to (34222).

§ 21.73. Internal nursing faculty organizations.

- (a) There shall be a nursing faculty organization appropriate to its size and in harmony with other educational units within the controlling institution.
- (b) Policies and rules of procedure governing the faculty organization shall be in written form and periodically reviewed by the faculty.

Members of the faculty shall participate in the activities of the faculty in ways consistent with their rank and responsibilities.

Committees shall be established as needed to implement the functions of the faculty effectively, and the purposes and membership of each shall be clearly defined.

Committee reports and faculty actions shall be recorded, filed systematically and kept available for reference.

Source

The provisions of this § 21.73 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (34222).

74. Faculty and staff requirements for diploma programs.

The minimum faculty and staff requirements for each program shall be as follows:

(a) When the responsibility of the director encompasses nursing service as well as responsibility for the school, there shall be a full-time person who is responsible for the operation of the school.

(b) Full-time faculty member for each clinical nursing course.

(c) Additional faculty members as needed to insure an educationally effective student-faculty ratio.

(d) Minimum of one full-time secretary and additional secretarial assistants as needed.

(e) A full-time librarian.

Faculty qualifications are as follows:

The director of the school shall have a master's degree in nursing and be capable to direct. School directors appointed after July 1, 1977, shall have a master's degree in nursing and experience in the areas of nursing practice, continuing education and educational administration. Candidates who have made outstanding contributions to nursing education will be considered on an individual basis.

Nurse faculty members shall be currently licensed as nurses in this Commonwealth.

Faculty members appointed after January 1, 1986, shall have master's degrees in nursing with graduate preparation relevant to their clinical, or clinical and functional, areas of responsibility; and they shall give evidence of continuing expertise in their clinical, or clinical and functional, areas of specialization.

Faculty members with less than a master's degree in nursing may be employed if qualified candidates are not available; they shall function for a minimum of 5 years as assistants under the direct guidance of a faculty member fully qualified in the specific teaching area. Assistants shall have a minimum

num of a baccalaureate degree in nursing, and they shall give evidence of actively pursuing their academic preparation. The lack of availability of qualified faculty shall be documented.

(5) Faculty members shall give evidence of participation in continuing education and self development as individuals and as a faculty group.

(6) Faculty members employed to teach Nutrition must be registered dietitians (R.D.) and eligible for membership in the American Dietetic Association.

Source

The provisions of this § 21.74 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended January 21, 1977, effective January 22, 1977, 7 Pa.B. 223; amended January 20, 1978, effective January 21, 1978, 8 Pa.B. 201; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (34222) to (34223).

§ 21.75. Faculty policies.

(a) Policies for selection, appointment and promotion of faculty shall be defined in writing.

(b) Functions and responsibilities of each faculty member shall be defined in writing.

(c) Personnel policies for the hospital are in effect for faculty members, with adjustments made for differences that may be required in an educational program.

(d) The faculty shall assume the responsibility for planning, implementing and evaluating a program of inservice education designed to meet their perceived needs.

(e) The director of the school and nursing faculty shall be afforded the time and opportunity to engage in leadership activities within their profession, commensurate with their responsibilities.

(f) In determining the teaching load of the faculty the following criteria shall be considered:

(1) Number of individual courses or units of study assigned to individual faculty members, giving consideration to differences in scope and depth.

(2) Number and size of scheduled weekly classes, including laboratory and clinical teaching contact hours.

(3) Additional assignments relative to the functions and responsibilities of the individual faculty member, such as guidance of students, student evaluation, class and laboratory preparation, program revision, improvement of teaching methods and participation in the activities of the faculty organization.

Source

The provisions of this § 21.75 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9704).

6. Faculty organizations.

Rules and regulations of the faculty organization shall be in writing and revised by the faculty periodically.

The committee structure shall be consistent with the size and needs of the

Committee reports and faculty actions shall be recorded, filed systematically and kept available for reference.

Source

Provisions of this § 21.76 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. immediately preceding text appears at serial pages (9704) to (9705).

7. [Reserved].**Source**

Provisions of this § 21.77 reserved October 22, 1976, effective October 23, 1976, 6 Pa.B. immediately preceding text appears at serial page (9705).

CURRICULUM FOR BACCALAUREATE, ASSOCIATE DEGREE, AND DIPLOMA PROGRAMS

1. General curriculum requirements.

The curriculum shall be developed, implemented and evaluated by the school and shall implement the philosophy and objectives of the school.

The curriculum shall be organized and developed to include the knowledge, attitudes, skills and abilities necessary for the specific levels of student

Physical and biological sciences shall include content from the areas of anatomy and physiology, chemistry, microbiology, physics and nutrition, which are integrated, combined or presented as separate courses; the scientific facts and principles drawn from these areas serve as a basis for planning and implementing nursing care. When the basic sciences are presented as distinct academic disciplines—that is, chemistry, anatomy and physiology and microbiology—there shall be a related laboratory experience. A related laboratory experience is required as an assigned period of time during which students participate in the study of scientific principles.

Selected courses shall be included in the humanities and social and behavioral sciences that support the philosophy, purposes, educational concepts and objectives of the program.

The curriculum shall provide concurrent theory and clinical experience in the care of men, women and children in age groups and with the health problems characteristic of each group. Experiences shall be provided which include prevention of nursing care during acute and chronic illness and rehabilitative

care. Opportunities shall be provided for the student to participate in case findings, health teaching and health counseling for patients and their families. Evening and night assignments are considered part of the curriculum only in terms of the objectives to be achieved and if faculty supervision is provided.

(f) Content related to history, trends and professional responsibilities of nursing may be integrated, combined or taught as separate courses.

(g) The Board encourages curriculum experimentation designed to replicate or validate educational theories or to promote open-ended career development.

Authority

The provisions of this § 21.81 issued under section 506 of The Administrative Code of 1929 (71 P. S. § 186).

Source

The provisions of this § 21.81 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended June 12, 1980, effective June 14, 1980, 10 Pa.B. 2404; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (34224) and (50845).

§ 21.82. Curriculum evaluation.

The curriculum shall be evaluated according to a plan developed by the faculty and shall include the following:

- (1) Careful review of aspects of the educational program based on the stated philosophy and objectives.
- (2) Continuous evaluation of instructional procedures, learning experiences and student progress.
- (3) Opportunities for students to participate in self-evaluation of their own learning experiences.
- (4) Performance of graduates on the licensing examination.
- (5) Opinions of graduates regarding the adequacy of their nursing program.
- (6) Evaluation of graduates by their employers.
- (7) Record system in operation which will assist in the evaluation of the educational program.

Source

The provisions of this § 21.82 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9707).

§ 21.83. Curriculum changes requiring Board approval.

(a) Major curriculum changes that require Board approval include:

- (1) Alteration of the program philosophy, purposes and objectives which influences or affects the integration of material into the total curriculum, such as changes in course content or instruction, shifting content, changing course

ment, adding or deleting courses, changing the length of a course or the program and changing the allotment.

-) Reorganization of the entire curriculum.
-) Changes in clinical facilities involving contractual agreements.

When a program change is contemplated, a plan shall be presented to the showing:

-) Rationale for the change.
-) Present program.
-) Proposed changed program.
-) Philosophy and objectives of the proposed program.
-) Old and new master rotation or organizational curriculum plans.
-) The school bulletin and other pertinent information.

Fifteen copies of the materials listed in subsection (b) shall be submitted Board at least 3 weeks prior to the Board meetings at which the matters isidered.

Source

Provisions of this § 21.83 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. amended January 18, 1980, effective January 19, 1980, 10 Pa.B. 217; amended September 16, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial 50846) to (50847).

84. Baccalaureate curriculum philosophy; purposes and objectives.

A clear statement of philosophy and purposes of the baccalaureate nursing program, consistent with the philosophy and purposes of the controlling institution shall be formulated and adopted.

The philosophy, purposes and objectives of the educational unit in nursing shall be developed and clearly stated by the faculty and shall be reviewed and at stated time intervals by this group.

The philosophy and purposes of the educational unit in nursing shall be consistent with currently accepted social, educational and nursing standards.

The objectives of the nursing program shall be consistent with the purposes of the educational unit.

The terminal objectives of the program shall identify behavioral changes expected to occur in the student.

Source

Revisions of this § 21.84 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (50847) and (30257).

85. Baccalaureate general educational criteria.

The educational policies of the educational unit in nursing shall be consistent with those of the controlling institution.

(b) The curriculum shall reflect the philosophy and purposes of the educational unit in nursing and shall implement the objectives of the program.

(c) There shall be an educational rationale for the selection and distribution of courses and for the selection of theoretical and clinical laboratory content in nursing courses.

(d) The rationale for the allocation of credit for nursing courses shall be consistent with the practice of the institution.

(e) The courses shall be planned on the academic term basis common to the institution.

(f) The learning experiences and methods of instruction shall provide opportunity for fulfilling the purposes of the educational unit in nursing and the objectives of the program.

(g) Learning experiences and methods that promote critical thinking and synthesis of learning shall be utilized in the teaching-learning process.

(h) Consideration shall be given to individual differences among students.

(i) The program shall build its professional education on a general education basis.

(j) Courses in general education shall be shared with students in other disciplines of the controlling institution.

(k) Provision shall be made for students to take electives in upper divisional general education courses.

(l) Nursing courses shall be organized to use and reinforce relevant learnings from preceding and concurrent nursing courses.

(m) Education in the nursing major shall be offered largely at the upper divisional level.

(n) Nursing courses and curriculum shall be organized to continue the development of values, understandings, knowledge and skills needed in all aspects of professional nursing.

(o) Preparation insuring professional nursing competencies shall be provided through selected and supervised learning experiences.

(p) The ratio of credits in nursing, that is, the major field of study, general education and elective credits shall be consistent with the nature, purposes and requirements of the parent institution.

(q) The ratio of students to faculty shall assure optimal learning opportunities in clinical laboratory sessions and shall be consistent with the objectives of the clinical nursing courses.

(r) The curriculum for baccalaureate nursing programs shall give evidence of providing learning experiences which will prepare graduates for professional nursing practice. The standards of practice are defined and delineated by the nursing profession.

(s) Course syllabi that identify all aspects of each course shall be developed and readily available.

Source

provisions of this § 21.85 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30257) to (30258).

86. Associate degree curriculum philosophy; purposes and objectives.

A clear statement of philosophy and purposes of the associate degree program in nursing, consistent with the philosophy and purposes of associate degree education and with the controlling institution, shall be formulated and adopted.

The philosophy, purposes and objectives of the educational unit in nursing shall be developed and clearly stated by the faculty and shall be reviewed and adopted at stated time intervals by this group.

The philosophy and purposes of the educational unit in nursing shall be consistent with currently accepted social, associate degree education and nursing standards.

The objective of the nursing program shall be consistent with the purpose of the educational unit.

The terminal objectives of the program shall identify behavioral changes expected to occur in the student.

Source

revisions of this § 21.86 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (30258).

37. Associate degree general educational criteria.

The educational policies of the educational unit in nursing shall be consistent with those of the controlling institution.

The curriculum shall reflect the philosophy and purposes of the educational unit in nursing and shall implement the objectives of the program.

There shall be an education rationale for the selection and distribution of courses and for the selection of theoretical and clinical laboratory content in courses.

The rationale for the allocation of credit for nursing courses shall be consistent with the practice of the institution.

The courses shall be planned on the academic term basis common to the institution.

The learning experiences and methods of instruction shall provide opportunities for fulfilling the purposes of the educational unit in nursing and the objectives of the program.

The nursing curriculum shall demonstrate the accepted pattern of development for associate degree education and be consistent with college policy.

Courses in general education shall be shared with students in other programs of the controlling institution.

(i) Nursing courses shall be organized to use and reinforce relevant learnings from preceding and concurrent courses.

(j) Preparation insuring associate degree nursing competencies shall be provided through selected and supervised learning experiences.

(k) The ratio of credits in nursing to general education and elective credits shall be consistent with other associate degree programs in the college.

(l) The ratio of students to faculty shall assure optional learning opportunities in clinical laboratory sessions and shall be consistent with the objectives of the clinical nursing courses.

(m) The curriculum for associate degree nursing programs shall give evidence of providing learning experiences which will prepare graduates for associate degree nursing practice as defined and delineated by the nursing profession.

(n) Course syllabi that identify all aspects of each course shall be developed and readily available.

Source

The provisions of this § 21.87 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30258) to (30259).

§ 21.88. Diploma curriculum philosophy; purposes, and objectives.

(a) A clear statement of philosophy, purposes and objectives consistent with the philosophy and objectives of the governing body shall be formulated and adopted.

(b) The philosophy, purposes and objectives of the school shall be developed by the faculty and reviewed at stated intervals.

(c) The philosophy of the school shall express beliefs about education, nursing and the responsibility of the school to the student.

(d) The terminal objectives of the school shall identify behavioral changes that are expected to occur in the student.

Source

The provisions of this § 21.88 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30259) to (30260).

§ 21.89. Diploma general education criteria.

(a) The selection of learning experiences and methods of instruction shall provide opportunities for fulfilling the stated objectives of the program of studies or of the curriculum.

(b) Each school year shall be divided into specific time periods.

(c) The curriculum shall be planned in a sequence so that each course utilizes and strengthens the preceding and concurrent courses.

Theory and practice shall be offered concurrently and be so planned that is on the student within each time period are comparable. Course outlines that identify all aspects of each course shall be developed daily available.

The ratio of students to faculty shall assure optional learning opportunities in the clinical sessions and shall be consistent with the objectives of the nursing course.

Source

Revisions of this § 21.89 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9712).

FACILITIES FOR ADMINISTRATION AND TEACHING

21. Facility and resource requirements.

The physical structures that serve the purpose of the nursing program and facilities for student or faculty use, or both, include those that are provided in the immediate environment and those that are off the school premises.

Facilities and resources of the school shall include the following:

i) Offices and administrative and instructional personnel provided with appropriate and adequate space and equipment essential for attainment of the objectives of the program.

ii) Sufficient number and size of accessible classrooms, conference rooms and laboratories to meet the needs of the program, as follows:

i) Such facilities shall be attractive, with effective lighting, adequate heating and ventilation.

ii) The educational facilities shall be provided with equipment and facilities to meet the teaching and learning requirements of both students and teachers.

iii) The selection and maintenance of the kind and quality of facilities included in the individual nursing program shall be determined by the curriculum design and teaching methods utilized by the faculty.

Adequate storage space for general supplies and equipment. Policies shall be in existence for the replacement of equipment, furnishings and supplies.

Library facilities and resources, which are planned and maintained to meet the specific needs of the student and the faculty, as follows:

i) The physical equipment of the library shall include adequate lighting and ventilation, sufficient tables and comfortable chairs, space for proper play of library holdings and exhibits and appropriate work space for the librarian.

ii) Provision shall be made for adequate storage space to maintain the safety and security of the library materials and holdings.

(iii) Library holdings shall include sufficient reference titles, periodicals and other educational materials to achieve the objectives of the curriculum.

Source

The provisions of this § 21.91 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial pages (9712) to (9713).

STUDENTS

§ 21.101. Selection and admission standards.

(a) Policies and procedures related to the selection and admission of students are the responsibility of the individual school. Consideration shall be given to scholastic aptitude, academic achievement, personal qualities and physical and emotional health necessary to fulfill the objectives of the program.

(b) Students admitted to baccalaureate and associate degree programs shall meet the requirements for admission to the university or college and additional requirements that may be established for the nursing major.

(c) Applicants shall have completed work equal to a standard high school course with a minimum of 16 units, including 4 units of English, 3 units of Social Studies, 2 units of Mathematics (1 of which is Algebra) and 2 units of Science with a related laboratory or the equivalent.

Source

The provisions of this § 21.101 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30261).

§ 21.102. Admission of classes.

The Board recommends that only one class be admitted per year. The number of candidates for each class shall be determined by the educational and clinical resources which the school can provide.

Source

The provisions of this § 21.102 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9713).

§ 21.103. Transfer of students or advanced standing.

The school shall have a written policy consistent with its philosophy and objectives concerning criteria for granting advanced standing or accepting transfer students. The policies of the baccalaureate and associate degree programs shall be consistent with those of the controlling institution. Diploma programs shall assume responsibility for formulating their own policies and submitting them for Board approval. The Board requires that transfer students complete, as a minimum, the senior or final level in the school granting the diploma or degree.

Source

revisions of this § 21.103 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30261) to (30262).

STUDENT SERVICES

111. Health program.

There shall be written objectives and policies for the health program.

The health program shall include at least the following:

-) Preentrance and periodic health examinations.
 -) Provisions for necessary immediate professional health care.
 -) An immunization policy.
 -) A policy addressing student absences due to illness which gives the student the opportunity to attain the learning objectives not achieved due to illness.
- Appropriate cumulative student health records shall be maintained about the enrollment of the student.

Source

revisions of this § 21.111 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829; amended March 27, 1996, effective March 23, 1991, 21 Pa.B. 1165; amended April 26, 1996, effective April 27, 1996, 2005. Immediately preceding text appears at serial pages (209976) to (209977).

112. Student employment.

If students are employed in health agencies, they may not be employed as red or practical nurses unless they are currently licensed.

Student employment shall be on a voluntary basis and not a requirement institution.

Remuneration for employment shall be within the range of the salary or the position.

Source

revisions of this § 21.112 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. immediately preceding text appears at serial page (9715).

113. Student housing.

Policies concerning student housing provided by the institution shall include following:

-) Adequate space, equipment and furnishings for each student, such as chairs, proper lighting, ventilation and closet space.
-) Safe and adequately maintained facilities directly related to personal and personal security measures which include appropriate supervision

of housing facilities and periodic inspection of safety devices, such as extinguishers, housing exits and fire drills.

- (3) Provision of facilities which promote recreational and social activities.
- (4) Facilities for obtaining adequate, well-balanced meals.

Source

The provisions of this § 21.113 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9716).

§ 21.114. Counseling and guidance.

- (a) The scope of the counseling program shall be clearly defined in accordance with the objectives of the program.
- (b) A program should include personal, professional and academic counseling, initiated by either faculty or students.
- (c) Adequate provisions should be made for referral of students to appropriate counselors when assistance is needed for solving problems of students.

Source

The provisions of this § 21.114 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (30263) to (30264).

§ 21.115. Financial aid.

- (a) Policies and procedures relating to scholarships, loans and grants shall be developed within the framework of the philosophy of the controlling institution and defined in writing.
- (b) It is recommended that each school maintain a list of available resources for financial assistance and that applicants and students be informed of these resources.
- (c) Students accepting financial aid should be made aware of the provisions and responsibilities incurred with such assistance.

Source

The provisions of this § 21.115 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9716).

§ 21.116. Students' rights.

There shall be written specific policies pertaining to students' rights and grievances, with procedures for implementation.

Source

The provisions of this § 21.116 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial page (30264).

STUDENTS LICENSED IN OTHER JURISDICTIONS

118. Post-basic nursing programs.

A registered nurse currently licensed in another jurisdiction of the United States or Canada who has graduated from an approved program of nursing and is enrolled in an accredited graduate nursing program, a bachelor of science in nursing program, or a refresher course in nursing may practice nursing in a clinical setting as required by the educational program of studies without obtaining a Pennsylvania license so long as the student does not receive compensation except in the form of stipends, scholarships and other awards related to the training program.

A student who meets the description in subsection (a) and who also is to practice as a registered nurse while participating in the training program shall submit an application for licensure by endorsement and obtain a temporary practice permit as provided by § 21.28 (relating to licensure by endorsement).

Source

The provisions of this § 21.118 adopted March 22, 1991, effective March 23, 1991, 21 Pa.B. 1165.

RECORDS

121. Program records.

A record system essential to the operation of the program shall be maintained.

Records shall be kept in locked fireproof files.

Source

The provisions of this § 21.121 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9717).

122. Record maintenance.

A nursing faculty shall select record forms specifically for the nursing program and shall include the following:

- (i) Student records, including the following:
 - (i) Permanent record, including both clinical and theoretical experience and achievement, shall be kept *ad infinitum*.
 - (ii) Health records shall be kept for 5 years following completion of the program.
- (i) Faculty records, including the following:
 - (i) "Display portion" of current nursing licenses.
 - (ii) Records of preparation and experience, including college transcripts.

- (iii) Current record of continuing education activities.
- (3) Administrative records, including the following:
 - (i) Affiliation agreements with cooperating agencies.
 - (ii) Minutes of meetings.
 - (iii) Annual reports.
 - (iv) Follow-up studies of graduates.
 - (v) Budgets.
 - (vi) Current written policies.

- (4) School bulletin, as follows:
 - (i) Shall be comprehensive and current, since it serves as a contract of agreement between the applicant or student and the school.
 - (ii) Shall include clearly defined refund policies governing fees and tuition paid by the students.
 - (iii) Shall include clearly defined policies relating to admission, promotion, retention, transfer, advanced placement and dismissal.

Source

The provisions of this § 21.123 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial pages (9717) to (9718).

§ 21.123. Access and use of records.

- (a) Students shall have access to personal records as defined by Federal and State legislation.
- (b) No information may be released from a student's record without written permission of the student.

Source

The provisions of this § 21.123 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677. Immediately preceding text appears at serial page (9718).

§ 21.124. Records to be filed with Board.

- (a) An annual report of the school of nursing shall be sent to the Board using the form supplied by the Board.
- (b) Upon completion of the entire program, a transcript or photocopy of the final record of the student shall be submitted along with the application for admission to the licensing examination. The transcript shall bear the impression of the school seal and signature of the director of the school or authorized representative.

Source

The provisions of this § 21.124 amended October 22, 1976, effective October 23, 1976, 6 Pa.B. 2677; amended September 16, 1983, effective September 17, 1983, 13 Pa.B. 2829. Immediately preceding text appears at serial pages (78859) to (78860).

25. Custody of records.

When a school closes, the controlling institution shall be responsible for keeping of the records of students, and official copies shall be made upon request.

If the controlling institution also closes, advice should be obtained from the controlling institution concerning the permanent safekeeping and availability of the records of nursing.

The Board shall be informed in writing concerning the permanent placement of these records.

Source

Provisions of this § 21.125 adopted October 22, 1976, effective October 23, 1976, 6 Pa.B.

Cross References

Section cited in 49 Pa. Code § 21.41 (relating to notification; completion of program;

26. [Reserved].

Source

Provisions of this § 21.126 adopted December 10, 1982, effective December 11, 1982, 12 Pa.B. 3345; amended September 20, 1985, effective September 21, 1985, 15 Pa.B. 3345; reserved 25, 1987, effective December 26, 1987, 17 Pa.B. 5329. Immediately preceding text appears at age (103882).

Subchapter B. PRACTICAL NURSES

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Authority

Provisions of this Subchapter B issued under the Practical Nurse Law (63 P.S. §§ 651— unless otherwise noted.

Source

Provisions of this Subchapter B adopted January 20, 1967; amended March 26, 1976, effective 7, 1976, 6 Pa.B. 610, unless otherwise noted.

GENERAL PROVISIONS**141. Definitions.**

Following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

Act—The Practical Nurse Law (63 P.S. §§ 651—667) which establishes standards for the education of practical nurses and the practice of practical nursing.

Approved—Approved by the Board.

Board—The State Board of Nursing of this Commonwealth.

Nurse—Licensed practical nurse. A nurse licensed under the provisions of this chapter to practice in this Commonwealth.

Practice of practical nursing—The performance of selected nursing acts in care of the ill, injured or infirm under the direction of a licensed profes-

sional nurse, a licensed physician or a licensed dentist which do not require the specialized skill, judgment and knowledge required in professional nursing.

Source

The provisions of this § 21.141 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (9720).

§ 21.142. Scope.

(a) The Board administers the act by promulgating rules and regulations which establish standards for practical nursing programs and for the conduct of programs.

(b) The Board provides for licensure of graduate practical nurses for approved programs by examination, by endorsement and by programs renewal of licenses.

(c) The Board may suspend or revoke licenses for cause.

(d) The Board, with the approval of the Commissioner of Professional and Occupational Affairs, will appoint a committee of two licensed practical nurses and one licensed professional nurse experienced in practical nurse education and, in consultation with this committee, will have the power and duty to establish reasonable rules and regulations for the administration of the act.

(e) The Board may approve basic practical nursing programs conducted in hospitals, community colleges, universities and public school districts and vocational education programs under the Department of Education and promulgate a list of approved programs of practical nursing.

(f) The Board will regulate the practice of practical nursing.

Authority

The provisions of this § 21.142 amended under section 506 of The Administrative Code of 1929 (71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

The provisions of this § 21.142 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial pages (78863) and (26485).

§ 21.143. Surveys; list of approved programs.

(a) Survey visits will be made of basic practical nursing programs conducted in hospitals, community colleges, universities and public school districts and vocational education programs under the Department of Education. The survey report will be presented to the Board and a written report of recommendations or requirements or both will be sent to the school, community college, university, hospital or vocational education program.

(b) A classified list of approved programs of practical nursing will be compiled and published annually and made available for distribution.

Authority

Provisions of this § 21.143 amended under section 506 of The Administrative Code of 1929 § 186; and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

Provisions of this § 21.143 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26485).

144. Purpose of the Board.

Board will insure safe nursing services for the citizens of this Commonwealth. Embodied in this purpose are the following responsibilities:

- (1) To establish safe standards for the preparation of registered and practical nurses in approved educational programs.
- (2) To assure safe standards of nursing practice through examination and licensure of graduates of approved educational programs, through endorsement of registered and practical nurses from other jurisdictions and through the regulation of the practice of nursing in this Commonwealth.

Authority

Provisions of this § 21.144 amended under section 506 of The Administrative Code of 1929 § 186; and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

Provisions of this § 21.144 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26485).

145. Functions of the LPN.

The LPN is prepared to function as a member of the health-care team by using sound nursing judgment based on preparation, knowledge, skills, findings and past experiences in nursing situations. The LPN participates in planning, implementation and evaluation of nursing care in settings where it takes place.

The LPN administers medication and carries out the therapeutic treatment ordered or ordered for the patient. The LPN shall accept only written prescriptions or orders from the responsible practitioner for medication and therapeutic treatment unless the urgency of the medical circumstances requires immediate action or therapeutic treatment. The LPN may not accept an oral prescription or order under this subsection which is not within the scope of functions permitted by this subsection or which the LPN does not understand. An oral prescription or order accepted by the LPN under this subsection shall be immediately verified by the LPN in the proper place on the medical record of the patient. The prescription shall include the name of the physician giving the order, the date and time of the oral prescription or order and the full signature of the LPN giving the oral prescription or order. The countersignature of the physician

shall be obtained in accordance with applicable regulations of the Department of Health governing the licensed facility.

- (c) The LPN participates in the development, revision and implementation of policies and procedures designed to insure comfort and safety of patients in collaboration with other health care personnel.

- (d) The Board recognizes codes of behavior as developed by appropriate practical nursing associations as the criteria for assuring safe and effective practice.

- (e) The LPN may administer immunizing agents and do skin testing only if the following conditions are met:

- (1) The LPN has received and satisfactorily completed a Board approved educational program which requires study and supervised clinical practice intended to provide training necessary for administering immunizing agents and for performing skin testings.

- (2) A written order has been issued by a licensed physician pertaining to an individual patient or group of patients.

- (3) Written policies and procedures under which the LPN may administer immunizing agents and do skin testing have been established by a committee representing the nurses, the physicians and the administration of the agency or institution employing or having jurisdiction over the LPN. A current copy of the policies and procedures shall be provided to the LPN at least once every 12 months. The policies and procedures shall provide for:

- (i) Identification of the immunizing and skin testing agents which the LPN may administer.

- (ii) Determination of contraindications for the administration of specific immunizing and skin testing agents.

- (iii) The listing, identification, description and explanation of principles, including technical and clinical indications, necessary for the identification and treatment of possible adverse reactions.

- (iv) Instruction and supervised practice required to insure competency in administering immunizing and skin testing agents.

- (f) The LPN may perform venipuncture and administer and withdraw intravenous fluids only if the following conditions are met:

- (1) The LPN has received and satisfactorily completed a Board approved educational program which requires study and supervised clinical practice intended to provide training necessary for the performance of venipuncture and the administration and withdrawal of intravenous fluids as authorized by this section.

- (2) A specific written order has been issued by a licensed physician for an individual patient under the care of a licensed physician.

- (3) The LPN complies with written policies and procedures which are established by a committee of nurses, physicians, pharmacists and the administration of the agency or institution employing or having jurisdiction over the

and which set forth standards, requirements and guidelines for the performance of venipuncture by the LPN and for the administration and withdrawal of intravenous fluids by the LPN. A current copy of the policies and procedures shall be provided to the LPN at least once every 12 months. The policies and procedures shall include standards, requirements and guidelines which:

- (i) List, identify and describe the intravenous fluids which may be administered by the LPN. The LPN is not authorized to administer the following intravenous fluids:
 - (A) Antineoplastic agents.
 - (B) Blood and blood products.
 - (C) Total parenteral nutrition.
 - (D) Titrated medications and intravenous push medications other than heparin flush.
 - (ii) List, identify and describe the circumstances under which venipuncture may be performed, including technical and clinical indications.
 - (iii) List, identify, describe and explain principles, including technical and clinical indications, necessary for the identification and treatment of possible adverse reactions.
 - (iv) Provide for and require inservice instruction and supervised practice insure competent performance of venipuncture and competent administration and withdrawal of intravenous fluids.
3. An accurate record is made concerning:
- (i) The time of puncture or injection or withdrawal of the intravenous fluid.
 - (ii) The type of intravenous fluid injected.
 - (iii) The amount of intravenous fluid injected.
 - (iv) The site of the puncture or injection.
 - (v) Reactions to the puncture or the intravenous fluid injected.

The Board will issue annually to the LPN definitive information describing: nature, scope and extent of authorized functions and practice concerning venipuncture, skin testing, venipuncture and the administration and withdrawal of intravenous fluids.

Authority

The provisions of this § 21.145 amended under section 506 of The Administrative Code of 1929 (63 P. S. § 186); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

The provisions of this § 21.145 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061; August 4, 1989, effective August 5, 1989, 19 Pa.B. 3281. Immediately preceding text at serial pages (123283) to (123284).

Cross References

This section cited in 49 Pa. Code § 21.414 (relating to interpretations regarding the functions of Licensed Practical Nurses (LPN)—statement of policy).

§ 21.146. Applicability of general rules.

Under 1 Pa. Code § 31.1 (relating to scope of part) 1 Pa. Code Part II (relating to general rules of administrative practice and procedure) is applicable to the activities of the proceedings before the Board.

Authority

The provisions of this § 21.146 issued under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

The provisions of this § 21.146 adopted July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061.

§ 21.147. Fees.

(a) The following fees are charged by the Board:

Examination and licensure	\$35
Reexamination	\$30
Licensure by endorsement	\$25
Temporary permit	\$20
Application for approval of new nursing program	\$300
Fee for review and challenge of PN exams	\$130
Application fee for out-of-State graduates	\$30
Biennial renewal of license	\$16
Verification of licensure	\$15
Reactivation of license (after 5 years or longer)	\$20

(b) In addition to the examination and licensure fee of \$35 prescribed in section (a), which is payable directly to the Board, a candidate for the practical nurse licensing examination shall also pay a fee of \$40 to the National Council of State Boards of Nursing to cover costs associated with the preparation and administration of the practical nurse licensing examination. Effective April 1994 or upon implementation of the Computer Adaptive Examination, the fee paid directly to the National Council of State Boards of Nursing or its designated agent is \$88.

Authority

The provisions of this § 21.147 issued under section 17.6 of the Practical Nurse Law (63 P. S. § 667.6); amended under section 812.1 of The Administrative Code of 1929 (71 P. S. § 279.3a); section 11.2 of The Professional Nursing Law (63 P. S. § 221.2); and sections 13.1 and 17.5 of the Practical Nurse Law (63 P. S. §§ 663.1 and 667.5).

Source

visions of this § 21.147 adopted December 25, 1987, effective December 26, 1987, 17 Pa.B. 4086; amended June 9, 1990, 20 Pa.B. 3078; amended July 27, 1990, 21 Pa.B. 4086; amended June 12, 1992, effective immediately and applies to renewals commencing May 1, 1992, 22 Pa.B. 2976; amended June 18, 1993, effective June 19, 1993, 23 Pa.B. 5634. 3 Pa.B. 2827; amended November 26, 1993, effective November 27, 1993, 23 Pa.B. 5634. y preceding text appears at serial pages (181266) to (181267).

Cross References

tion cited in 49 Pa. Code § 21.156a (relating to continued competency); and 49 Pa. Code relating to biennial renewal).

48. Standards of nursing conduct.

A licensed practical nurse shall:

Undertake a specific practice only if the licensed practical nurse has the necessary knowledge, preparation, experience and competency to properly perform the practice.

Respect and consider, while providing nursing care, the individual's right to freedom from psychological and physical abuse.

Act to safeguard the patient from the incompetent, abusive or illegal actions of any individual.

Safeguard the patient's dignity, the right to privacy and the confidentiality of patient information. This standard does not prohibit or affect reporting requirements under 23 Pa.C.S. Chapter 63 (relating to the Child Protective Services Law), the Older Adults Protective Services Act (35 P.S. §§ 10211-10219) and other statutes which may mandate reporting of this information.

Document and maintain accurate records.

A licensed practical nurse may not:

Knowingly aid, abet or assist another person to violate or circumvent a nursing board regulation.

Discriminate, while providing nursing services, on the basis of age, race, status, sex, sexual preference, race, religion, diagnosis, socioeconomic status or disability.

Knowingly permit another individual to use his license or temporary permit for any purpose or knowingly permit the unlicensed person under the supervision of a licensed practical nurse's jurisdiction or supervision to misrepresent that the individual is a licensed nurse.

Misappropriate equipment, materials, property, drugs or money from an employer or patient.

Solicit, borrow or misappropriate money, materials or property from a patient or the patient's family.

Leave a nursing assignment prior to the proper reporting and notification to the appropriate department head or personnel of such an action.

(7) Knowingly abandon a patient in need of nursing care. Abandonment is defined as the intentional deserting of a patient for whom the nurse is responsible.

(8) Falsify or knowingly make incorrect entries into the patient's record or other related documents.

(c) Failure to comply with an obligation or prohibition imposed by this section is subject to disciplinary action under section 16(a)(3) of the act (63 P.S. § 666(a)(3)).

Source

The provisions of this § 21.148 adopted April 30, 1993, effective May 1, 1993, 23 Pa.B. 2115.

Notes of Decisions

Nursing Standards

The standard of nursing conduct promulgated by these regulations provides a definite warning to a licensee, in addition to the provisions of the law as interpreted by the Board of Nursing, of what may constitute unprofessional conduct by setting forth an ascertainable standard against which conduct can be measured. *Stephens v. State Board of Nursing*, 657 A.2d 71 (Pa. Cmwlth.), appeal denied, No. 202 M.D. Alloc. 1995, 1995 Pa. LEXIS 649 (August 29, 1995).

Unprofessional Conduct Established

These standards of nursing conduct provide a definite warning to a licensee, in addition to the provisions of the law as interpreted by the State Board of Nursing, of what may constitute unprofessional conduct by setting forth an ascertainable standard against which conduct can be measured. Thus, a licensed practical nurse could be assessed a civil penalty and formally reprimanded based on allowing a nurse's aide to ingest patient medication and provoke patients into agitation. *Stephens v. State Board of Nursing*, 657 A.2d 71 (Pa. Cmwlth.), appeal denied, No. 202 M.D. Alloc. 1995, 1995 Pa. LEXIS 649 (August 29, 1995).

LICENSURE

§ 21.151. Application for examination.

(a) The Board will conduct licensing examinations at least twice a year, and more often when necessary. A list of examination dates will be published annually.

(b) An application for the licensing examination, without a transcript, may be submitted during the last term of the nursing program. The applicant will be scheduled for the subsequent examination.

(c) A candidate will not be admitted to the examination unless the candidate has satisfied the requirements of the act necessary for eligibility, including the completion of an approved educational program.

(d) A copy of the transcript validating program completion shall be filed at least 2 weeks prior to the testing dates.

The Board will not proctor an applicant for another state board. The will not permit an applicant for Commonwealth licensure to be proctored other state board.

Authority

provisions of this § 21.151 amended under section 506 of The Administrative Code of 1929 (63 P.S. § 186); section 8 of the Practical Nurse Law (63 P.S. § 658); and section 812.1 of The Administrative Code of 1929 (71 P.S. § 279.3a).

Source

provisions of this § 21.151 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061; and June 8, 1990, effective June 9, 1990, 20 Pa.B. 3078. Immediately preceding text appears at page (123285).

152. Date and location of examinations.

Candidates for practical nursing licensure shall achieve a minimum standard as mandated by the Board.

Authority

provisions of this § 21.152 amended under section 506 of The Administrative Code of 1929 (63 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

provisions of this § 21.152 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (30267).

153. Reexamination.

Candidates shall submit the required fee to be scheduled for reexamination.

Candidates may take the licensing examination as many times as necessary to complete licensure process.

Authority

provisions of this § 21.153 amended under section 506 of The Administrative Code of 1929 (63 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

provisions of this § 21.153 amended March 25, 1977, effective March 26, 1977, 7 Pa.B. 841; and July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at pages (30267) and (30268).

154. Unlicensed candidate.

A candidate may practice as a graduate practical nurse until the examination is subject to the following:

(1) Unless licensed, the candidate may be employed as a graduate practical nurse for 1 year only from completion of the program except in the case

where special permission is granted by the Board due to extenuating circumstances. In such a case the candidate shall present validating documentation.

(2) The candidate shall practice under the supervision of an experienced registered nurse. Supervision is defined to mean that the registered nurse is physically present in the area or unit where the unlicensed graduate is practicing.

Authority

The provisions of this § 21.154 amended under section 506 of The Administrative Code of 1929 (71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

The provisions of this § 21.154 amended March 11, 1977, effective March 12, 1977, 7 Pa.B. 704; amended March 25, 1977, effective March 26, 1977, 7 Pa.B. 841; amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (30268).

§ 21.155. Licensure by endorsement.

(a) Licensure as a practical nurse in this Commonwealth by endorsement of the original licensing board is granted to a graduate of an approved practical nursing program who is licensed in another jurisdiction by an examination considered by the Board to be equivalent to the examination required for licensure in this Commonwealth.

(b) Applicants for licensure in this Commonwealth by endorsement shall meet the requirements regarding age, good moral character, preliminary education and practical nursing education as outlined in the act.

(c) An applicant for licensure by endorsement whose license in the other jurisdiction is not current for 5 years or longer shall, prior to receiving a license in this Commonwealth, satisfy the requirements of § 21.156a(1) or (2) (relating to continued competency).

(d) A practical nurse who has graduated from a practical nursing program in a country or territory outside of the United States or Canada and who is licensed by completing the National Council Licensure Examination in another jurisdiction of the United States or Canada may be granted licensure in this Commonwealth without examination if the applicant's program of study is deemed equivalent to the program of study required in this Commonwealth at the time the program was completed. The Board will base equivalency upon an evaluation performed by the Commission on Graduates of Foreign Nursing Schools (CGFNS) as to the foreign nursing program.

Authority

The provisions of this § 21.155 amended under section 506 of The Administrative Code of 1929 (71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

Provisions of this § 21.155 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061; June 18, 1993, effective June 19, 1993, 23 Pa.B. 2827; amended November 28, 1997, effective December 29, 1997, 27 Pa.B. 6210. Immediately preceding text appears at serial page (21.4447).

156. Renewal of license.

Licenses for practical nurses expire on June 30 of each biennium in the numbered years.

Application for renewal of a license will be forwarded biennially to each registrant prior to the expiration date of the current renewal biennium.

Application forms shall be completed and returned, accompanied by the renewal fee. Upon approval of an application, the applicant will receive the current renewal period. The display portion of the renewal shall be retained by the current employer of the registrant. The pocket portion shall be retained by the registrant.

When communicating with the Board, registrants shall identify themselves by their full name, including maiden name, current address and their Commonwealth certification number, which shall be typed or printed.

156a. Continued competency.

Any person whose license has lapsed for 5 years or longer or whose license has been placed on inactive status for 5 years or longer, as permitted in section 663.1(b) of the act (63 P.S. § 663.1(b)), may reactivate the license by doing one of the following:

- 1) Successfully completing the initial licensing examination approved by the Board and submitting the examination fee as set forth in § 21.147 (relating to fees).
- 2) Successfully completing a Board-approved reactivation program, which includes as a prerequisite to completion the passing of a Board-approved nursing achievement examination.
- 3) Providing evidence to the Board that the applicant has practiced nursing in another jurisdiction at some time within the last 5 years under a current license during that time.

Source

Provisions of this § 21.156a adopted June 18, 1993, effective June 19, 1993, 23 Pa.B. 2827.

Cross References

Section cited in 49 Pa. Code § 21.155 (relating to licensure by endorsement); and 25 Pa. Code § 2 (relating to volunteer license).

§ 21.157. Employment of practical nurses licensed outside of the United States, its territories or Canada.

A person who holds a current and valid license or other evidence of the right to practice practical nursing issued by another country other than Canada may not be employed as a practical nurse in this Commonwealth until licensed by the Board.

Authority

The provisions of this § 21.157 amended under section 506 of The Administrative Code of 1929 (71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

The provisions of this § 21.157 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (78865).

§ 21.158. Qualifications of application for examination.

Additional applicant qualifications are contained in section 5 of the act (63 P.S. § 655). Every applicant for examination as a licensed practical nurse shall furnish evidence satisfactory to the Board that the applicant is 18 years of age or older, is of good moral character, has completed at least 12 years of education with diploma in public, parochial or private school, or its equivalent as evaluated by the Department of Education; and has satisfactorily completed a course in practical nursing prescribed and approved by the Board in a school, hospital or other institution of not less than 1,500 hours and within a period of not less than 12 months.

Authority

The provisions of this § 21.158 issued under section 506 of The Administrative Code of 1929 (71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

The provisions of this § 21.158 adopted July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061.

§ 21.159. [Reserved].

Source

The provisions of this § 21.159 adopted December 10, 1982, effective December 11, 1982, 12 Pa.B. 4236; amended September 20, 1985, effective September 21, 1985, 15 Pa.B. 3345; reserved December 25, 1987, effective December 26, 1987, 17 Pa.B. 5329. Immediately preceding text appears at serial page (101303).

APPROVAL OF PRACTICAL NURSING PROGRAMS**§ 21.161. Objectives.**

Practical nurse programs require approval for the following reasons:

) To safeguard the preparation of practical nurses, and to assure safe standards of nursing practice in this Commonwealth.

) To guide prospective students in the selection of approved programs which offer adequate resources for sound basic practical nursing education.

) To insure the graduates of practical nursing programs of eligibility for admission to examination for licensure.

) To assist graduates of programs of practical nursing in this Commonwealth to qualify for licensure by endorsement in other jurisdictions.

) To stimulate and maintain continued growth and improvement of practical nursing education in this Commonwealth.

162. Types of approval.

Initial. The Board may grant initial approval to new programs, with evidence that acceptable standards are being met, for a period of time necessary to the results of the licensing examination taken by the first graduates.

Full. The Board will place those programs on full approval which attain acceptable standards and adhere to the policies and regulations of the considered essential for a sound program of practical nursing education.

Provisional. The Board may place on provisional approval a program not meeting acceptable standards. Full approval status will not be granted until acceptable standards are met. If acceptable standards are not met, the program is removed from the approved list.

Authority

Provisions of this § 21.162 amended under section 506 of The Administrative Code of 1929 § 186; and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

Provisions of this § 21.162 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26491).

163. [Reserved].

Source

Provisions of this § 21.163 reserved July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26491).

164. [Reserved].

Source

Provisions of this § 21.164 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26492).

§ 21.165. [Reserved].

Source

The provisions of this § 21.165 reserved July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26492).

APPROVED PROGRAM OF PRACTICAL NURSING

§ 21.171. [Reserved].

Source

The provisions of this § 21.171 reserved July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26492).

§ 21.172. Establishment.

(a) A controlling agency may be a hospital, educational institution or combination thereof. The controlling agency desiring to establish or conduct an approved program of practical nursing shall submit a written proposal to the Board. If the practical nursing program is in the public school system, the proposal shall be submitted to the Board through the Department of Education, Bureau of Vocational Education.

(b) A controlling agency desiring to establish a program of practical nursing is required to:

- (1) Employ the nurse administrator of the educational unit at least 6 months prior to the intended admission date of students. Board approval of the nurse administrator's credentials shall be obtained prior to the appointment.
- (2) Employ teaching faculty for the educational program at least 1 month prior to the initiation of their teaching responsibilities.
- (3) Submit 15 copies of the tentative planned educational program to the Board at least 4 months prior to the intended admission date of students.
- (4) Complete a feasibility study which shall include:
 - (i) Sufficient statistical data to support the need for a program within the community and to assure availability of an adequate supply and flow of interested candidates.
 - (ii) Identification of available clinical resources for program implementation based on the projected enrollment and faculty. In viewing the clinical resources, the study shall speak to other nursing programs that share the teaching facilities identified in the study.
 - (iii) Letters of intent from the cooperating agencies indicating positive commitment to the nursing program and the availability of sufficient clinical resources to meet the educational requirements of the program.
- (5) Submit 15 copies of the feasibility study and the written decision of the health planning agency, if obtained, to the Board for approval.
- (c) The planned educational program shall include the following:
 - (1) Organization and administrative policies of the controlling agency.
 - (2) Educational preparation and nursing experience of the faculty members employed.
 - (3) Statement of philosophy and objectives of the program.
 - (4) Proposed curriculum including detailed course descriptions and identification of clinical areas of practice.
 - (5) Admission policies.
 - (6) Educational standards.
 - (7) Advisory committee membership and functions if one is appointed.
 - (8) Copies of written agreements with cooperating agencies and facilities to be used in the program. A cooperating agency is any educational or health-care delivery system.

A copy of the proposed budget projected.

-) Administrative structure and functions of the practical nursing pro-

Following the review of the practical nursing program and before final action is taken to grant permission to recruit students, an initial facility will be made by a Board's nursing education advisor.

Authority

Provisions of this § 21.172 amended under section 506 of The Administrative Code of 1929 § 186; and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

Provisions of this § 21.172 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial pages (26492) and (26493).

173. Discontinuance or interruption of a program of practical nursing.

Written notification of intent to discontinue a program of practical nursing will be submitted to the Board within a reasonable period of time, but not more than 6 months prior to a discontinuance.

When a class is not admitted in a given year, the practical nursing program shall close unless approval has been granted by the Board based on the justification for continuance as submitted to the Board.

If a practical nursing program is discontinued, it is the responsibility of the governing agency to provide for the completion of the program for students already enrolled either by placing the students in an approved program or continuing the enrolled class until completion. If the program is continued until completion, approved and qualified instruction shall be assured.

The governing agency also has the legal responsibility to make provision for permanent retention of student and graduate records in conformity with § 33 (relating to custody of records).

Authority

Provisions of this § 21.173 amended under section 506 of The Administrative Code of 1929 § 186; and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

Provisions of this § 21.173 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26493).

ORGANIZATION AND ADMINISTRATION OF PRACTICAL NURSING PROGRAMS

§ 21.181. Administrative authority.

- (a) The practical nursing program shall be established as an educational unit of the governing agency.
- (b) The authority and the administrative responsibility for the program shall be delegated by the governing body of the governing agency to the registered professional nurse in charge of the program.
- (c) The organizational plan for the program of practical nursing shall provide for relationships with the governing body of the governing agency, individuals and cooperating agencies responsible for and participating in the program operation.
- (d) Adequate funds shall be allocated and properly budgeted for sound and effective operation of the program.
- (e) The faculty shall formulate policies which relate to the operation of the program.
- (f) Approval by the Board shall be obtained before the educational unit in practical nursing may utilize a new clinical agency for learning experiences. An Agency Data form, provided by the Board, shall be submitted for each new clinical agency. A clinical agency is one in which clinical experience can be obtained.

Authority

The provisions of this § 21.181 amended under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

The provisions of this § 21.181 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26494).

§ 21.182. Advisory committee.

- (a) If an advisory committee exists, the membership shall consist of representatives from practical nursing, professional nursing, general education and other community groups. The nurse in charge of the practical nursing program shall be a member of this committee.
- (b) The function of this committee is to act in an advisory capacity to the faculty and as a liaison group between the faculty, the agency and the community.

Authority

The provisions of this § 21.182 amended under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

provisions of this § 21.182 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26494).

183. Budget.

getary funds shall be allocated by the controlling agency to administer the program effectively. The nurse in charge of the program and the administrative staff of the controlling agency shall prepare an annual budget based on desired for growth and change.

Authority

provisions of this § 21.183 amended under section 506 of The Administrative Code of 1929 (63 P. S. § 180); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

provisions of this § 21.183 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (26494).

184. Cooperating agencies.

The agreement between the program and each of the cooperating agencies shall be written and signed by the administrators of the program and the cooperating agency and shall identify the responsibility and authority of each party. The agreement shall be reviewed annually and a copy of the current agreement shall be in the office of the Board.

Approval of the cooperating agency shall be secured prior to the placement of students within the agency.

Before an established program changes its clinical facilities through a new institutional cooperating agency, Board approval of the agency is required. A request shall be presented to the Board in writing. Upon receipt of the request, the Board will require information to be submitted on an Agency Data form and the request shall be reviewed and action. Final approval of the cooperating agency will be upon a survey of the facilities.

ADMINISTRATIVE AND INSTRUCTIONAL PERSONNEL**191. Faculty and staff complement.**

minimum faculty and clerical personnel required in each program is as follows:

-) A full-time nurse director or nurse coordinator.
-) Full-time nursing instructors must be adequate in number to provide a minimum student-teacher ratio of 15 to 1 in the clinical area.
-) Additional instructors consistent with the size and needs of the program.
-) Adequate secretarial assistance.

Source

The provisions of this § 21.191 amended March 25, 1977, effective March 26, 1977, 7 Pa.B. 841. Immediately preceding text appears at serial page (26495).

§ 21.192. Faculty qualifications.

(a) The qualifications of the nurse director or nurse coordinator shall be as follows:

- (1) Graduation from an approved school of professional nursing.
- (2) Current registration as a professional nurse in this Commonwealth.
- (3) A baccalaureate degree, preferably in nursing, with experience in the areas of nursing, nursing education and educational administration. The nurse director or coordinator shall give evidence of ability to provide leadership and shall have a specific plan for completing work towards a master's degree with evidence of consistent effort toward completion of the plan.

(b) The qualifications of the instructors shall be as follows:

- (1) Graduation from an approved school of professional nursing.
- (2) Current registration as a professional nurse in this Commonwealth.
- (3) A baccalaureate degree, preferably in nursing, with additional preparation for teaching appropriate to the teaching of practical nursing.
- (4) Experience and skill in the practice of nursing.
- (5) Nursing experience involving direct patient care or teaching experience within 2 years of employment. Faculty and instructors shall give evidence of maintaining expertness in clinical and functional areas of responsibility.
- (c) The employment of less qualified instructors. Faculty or instructors with less academic preparation may be employed if qualified personnel is not available provided that less qualified faculty and instructors shall function under the direct guidance of a fully qualified faculty member and shall give evidence of continuing their academic preparation.

§ 21.193. Faculty policies.

(a) The faculty shall be employed by and responsible to the educational institution.

(b) Faculty members shall meet the requirements of the parent institution for faculty appointments.

(c) Policies, including personnel policies, in effect for nursing faculty, shall be those in effect for faculty members throughout the educational institution, with adjustments for differences that may be required in education for practical nursing.

(d) Policies for selection, appointment and promotion of faculty shall be defined in writing.

(e) Functions and responsibilities of each faculty member shall be defined in writing.

Full time faculty of the nursing program may not carry responsibilities for instruction, curriculum development or teaching for other types of educational programs, nor may the nursing faculty be responsible for student health services aid.

Changes in status of faculty from full-time to part-time or vice versa shall be reported to the Board.

The director or coordinator and nursing faculty of the program shall be held the time and opportunity to engage in leadership activities within their position as are commensurate with their educational responsibilities.

In determining teaching load of the faculty the following criteria shall be considered:

-) Number of individual courses or units of study assigned with consideration of differences in scope and depth.
 -) Number and size of scheduled weekly classes, including laboratory and clinical teaching contact hours.
 -) Additional assignments relative to the functions and responsibilities of faculty member; such as guidance of students, student evaluation, program supervision, participation in activities of faculty organization.
- There shall be a planned and active faculty development program led by the faculty to meet their perceived needs.

194. Faculty organization.

There shall be a nursing faculty organization appropriate to the size of the school. Policies and rules of procedure of the faculty organization shall be in written form and shall be reviewed periodically by the faculty.

Members of the faculty shall participate in the activities of the faculty organization.

Committees shall be established as needed to implement the functions of the faculty effectively, and the purposes and membership of each committee shall be defined clearly.

Committee reports and faculty actions shall be recorded, filed systematically and kept available for reference.

CURRICULUM

201. Philosophy, purposes and objectives.

The philosophy and objectives of the program shall be formulated, agreed upon and implemented by the faculty and shall be in accordance with the philosophy and objectives of the controlling agency. The philosophy and objectives of the program shall reflect the following:

-) The belief of the faculty about nursing, practical nursing education and nursing in general.

- (2) The concept that practical nursing is an integral part of nursing.
- (3) The fact that the educational needs of the students are being met.
- (4) The concept of preparing a practitioner who shares in the giving of direct care to patients and who functions within the accepted roles of the LPN.
- (b) The philosophy and objectives shall provide the basis for the development, the conduct and the evaluation of the total program.
- (c) The expected changes in student behavior identified in the statement of objectives shall be realistic and attainable within the program of instruction.

Authority

The provisions of this § 21.201 amended under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

The provisions of this § 21.201 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial pages (26499) and (26500).

§ 21.202. General curriculum requirements for practical nursing programs.

- (a) The curriculum shall be designed to meet the stated objectives of the program.
- (b) The program of study shall reflect sound principles of general education and practical nursing education.
- (c) The curriculum shall be based on broad areas of learning but shall be limited in depth.
- (d) The curriculum shall be flexible enough to permit adaptations according to individual student needs as well as to changing concepts relative to emerging roles.
- (e) The curriculum shall provide for instruction and practice in the care of selected individuals with different degrees of illness, with various types of incapacities and from all age groups.
- (f) Scientific facts and concepts selected to be taught shall be limited to those that are essential as a basis for nursing action and are applicable to patient care.
- (g) Learning experiences shall be selected and arranged to provide opportunity for the student to learn how to function within the role of the LPN and for the personal growth of students.
- (h) Learning experiences shall focus on direct nursing care, and effort shall be made to arrange experiences in a pattern of logical sequence that demonstrates continuity of care.
- (i) The plan of instruction shall enable students to develop understanding of the functions of the LPN within different patterns of nursing service.
- (j) Course outlines shall include specific behavioral objectives anticipated and shall contribute to the objectives of the total curriculum.

learning experiences selected shall focus on the needs of the student and be structured to render service to the cooperating agency.

03. Specific curriculum requirements for practical nursing programs.

The curriculum shall be based upon the philosophy and objectives of the and shall be developed, implemented and evaluated by the faculty.

The curriculum shall be organized and developed to include the knowl-
titudes, skills and abilities necessary for the specific levels of student
nent.

The curriculum shall be planned to promote measurable abilities, as con-
t the Test Plan for the Practical Nurse Licensing Examination, published
icil of State Boards of Nursing, Inc.

The curriculum shall provide instruction in the following areas:

Physical and biological sciences, including appropriate content from
human anatomy and physiology as well as elementary principles of
stry, microbiology, physics and normal nutrition.

Social and behavioral sciences including psycho-social facts and prin-
basic to personal adjustment and to nursing practice as well as appropri-
nent on the family and development stages from birth to senescence.

Concurrent or sequential theory and clinical experience in:

- i) The care of patients with simple nursing needs.
- ii) The care of patients with short-term nursing needs.
- iii) The care of patients with long-term nursing needs.

Clinical experience, as provided in paragraph (3), in the care of men,
n and children in a variety of age groups with health problems character-
f the age group involved.

Theory, as required in paragraph (3), including appropriate knowledge
diet therapy and pharmacology, as well as scientific facts and selected
l concepts which are essential as a basis for nursing action and are
able to patient care.

Learning experiences, as required in paragraph (3), providing opportu-
for the student to:

- i) Develop an awareness of the needs of patients.
- ii) Learn to plan and give nursing care to selected individuals in vari-
nursing situations that are relatively free of complexity.
- iii) Learn to plan and give nursing care to a group of selected patients.
- iv) Learn to assist the professional nurse in more complex nursing situ-
as.

Content, as required in paragraph (3), drawn from information about
, moral and legal responsibilities of the practical nurse, current trends in
g and health delivery systems and vocational development.

(8) Technical and clinical aspects of immunization, skin testing, the perfor-
mance of venipuncture and the administration and withdrawal of intravenous
fluids to the extent each function is an authorized function of an LPN under
this chapter. This curriculum shall be incorporated into the Practical Nursing
Program by August 5, 1990.

(e) The total curriculum shall include a minimum of 1500 hours offered
within a time period of not less than 12 months. The Board recommends that a
minimum of 40% of the total curriculum be theoretical and the remaining 60%
be in appropriate clinical experience.

(f) Evening and night assignments shall be considered part of the curriculum
only in terms of the objectives to be achieved and if supervision is provided by
the nursing faculty. Learning experiences during evening and night hours shall be
planned only after the termination of the first 4 months of the program.

(g) Total hours of theory and clinical experience should be planned on a 35-
hour week basis.

(h) The curriculum shall be evaluated according to a plan developed by the
faculty and shall include the following:

- (1) A careful review of aspects of the educational program based on the
stated philosophy and objectives.
- (2) A continuous evaluation of instructional procedures, learning experi-
ences and student progress.
- (3) Opportunities for students to participate in self-evaluation of their own
learning experiences.
- (4) Performance of graduates on the State Board Test Pool Examination.
- (5) Opinions of graduates regarding the adequacy of their nursing program.
- (6) Evaluation of graduates by their employers.
- (7) A record system in operation which will assist in the evaluation of the
educational program.

Authority

The provisions of this § 21.203 amended under section 506 of The Administrative Code of 1957
(71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

The provisions of this § 21.203 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061;
amended August 4, 1989, effective August 5, 1989, 19 Pa.B. 3281. Immediately preceding text
appears at serial pages (123297) to (123299).

§ 21.204. Changes in curriculum.

(a) Changes that are a departure from the requirements of the program and
which shall be submitted to the Board for approval include the following:

- (1) Changes in the objectives of the program which require alteration of
the present curriculum or courses or which increase or decrease the length of
the program.

) Reorganization of the entire curriculum.

) Changes in clinical facilities involving contractual agreements.

) Changes in administrative control.

When a program change is contemplated, a plan shall be presented to the showing:

) Rationale for the change.

) Present program.

) Proposed changed program.

) Philosophy and objectives of the proposed program.

) Old and new master rotation or organizational curriculum plans.

) Program bulletin and any other pertinent information.

Fifteen copies of the materials listed in subsection (b) shall be submitted at 3 weeks prior to the Board meetings at which the matters are to be considered.

Authority

Provisions of this § 21.204 issued under section 506 of The Administrative Code of 1929 (71 186); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

Provisions of this § 21.204 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. A copy of the preceding text appears at serial page (26504).

FACILITIES FOR ADMINISTRATION AND TEACHING

211. Facility and resource requirements.

The physical structures that serve the purpose of the practical nursing program and are available for student or faculty or both use include those that are located in the immediate environment and also those that are off the school premises. Facilities and resources of the program shall include the following:

) Administrative and instructional and office personnel shall be provided in the appropriate and adequate space and equipment essential for attainment of the objectives of the program.

) The number and size of accessible classrooms, conference rooms and laboratories shall be sufficient to meet the needs of the program. The number and size of classrooms shall be determined by the maximum student enrollment.

(i) Educational facilities shall be attractive, adequately heated, lighted and ventilated.

(ii) Educational facilities shall be provided with the equipment and supplies necessary to meet the teaching and learning requirements of both students and teachers.

(iii) The curriculum outline and instructional methods utilized by the faculty shall be determinative in the selection and maintenance of the facilities needed in the individual practical nursing program.

(b) Concerning adequate storage space for general supplies and equipment, policies shall be in existence for the replacement of equipment, furnishings, and supplies.

(c) Library facilities and resources, which are planned and maintained to meet the specific needs of the student and the faculty shall be as follows.

(1) The physical equipment of the library shall include adequate lighting and ventilation, sufficient tables and comfortable chairs, space for proper display of library holdings and exhibits and appropriate work space for the librarian.

(2) Provision shall be made for adequate storage space to maintain the safety and security of the library materials and holdings.

(3) Library holdings shall include sufficient reference titles, periodicals and other educational materials, as well as supplementary aids to achieve the objectives of the program.

Source

The provisions of this § 21.211 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061.

STUDENTS

§ 21.221. Selection and admission.

(a) Admission standards shall conform with the following:

(1) Policies and procedures related to the selection and admission of students are the responsibility of the individual program. Consideration shall be given to scholastic aptitude, academic achievement, personal qualities, physical and emotional health.

(2) Applicants shall have completed work equal to a standard high school course as evaluated by the Credentials Evaluation Division of the Pennsylvania Department of Education.

(b) The Board recommends that only one class be admitted per year. The number of candidates for each class shall be determined by the educational and clinical resources which the program can provide.

(c) Advanced standing shall conform with the following:

(1) The Board encourages practical nursing programs to thoroughly review their respective curricula to identify where opportunity can be provided for the recognition and validation of previous education and experience of prospective applicants. Advanced placement proposals developed may then be submitted for review and approval by the Board.

) Programs submitted shall be developed for either a specific, identified individual or for a theoretical group of individuals. The extent of the approval will be based on the nature and content of the program submitted.

222. Student services.

Health program. There shall be written objectives and policies for the program.

Program requirements. The health program shall include at least the following:

-) Preentrance and periodic health examinations.
-) Provisions for necessary immediate professional health care.
-) An immunization policy.
-) A policy addressing student absences due to illness which gives the student the opportunity to attain the learning objectives not achieved due to illness.

Maintenance of health records. Appropriate cumulative student health records shall be maintained throughout the enrollment of the student.

Student employment. When part-time student employment is permitted, policies shall include the type of employment and conditions regulating employment, such as health, academic load and scholastic progress and continuation of current Federal and State laws affecting employment. When students employed in health agencies, they may not perform the functions normally performed to a professional or practical nurse unless they are currently licensed. Students in this role cannot be assigned as charge nurse of a unit. Student employment shall be on a voluntary basis and not a requirement of the institution. Compensation for employment shall be within the range of the salary scale position.

Student housing. Policies concerning housing shall include the following:

-) Adequate space, equipment and furnishings for each student, such as chairs, proper lighting, ventilation and closet space.

) Safe and adequately maintained facilities directly related to personal and personal security measures which include appropriate supervision of housing facilities and periodic inspection of safety devices, such as fire extinguishers, housing exits and fire drills.

) Provision of facilities which promote recreational and social activities.

-) Facilities for obtaining adequate, well-balanced meals.

Counseling and guidance. The scope of the counseling program shall be defined in accordance with the objectives of the program. A program shall include academic counseling, initiated by either faculty or students. Adequate provision shall be made for the student's referral to or consultation with skilled counselors, psychiatrists, psychologists or religious advisors when professional assistance is needed for individual student problems.

(g) *Financial aid.* Policies and procedures relating to scholarships, loans and grants shall be developed within the framework of the philosophy of the controlling institution and defined in writing.

Authority

The provisions of this § 21.222 issued under section 506 of The Administrative Code of 1929 (71 P. S. § 186); and section 8 of the Practical Nurse Law (63 P. S. § 658).

Source

The provisions of this § 21.222 amended March 25, 1977, effective March 26, 1977, 7 Pa.B. 841; amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061; amended November 15, 1991, effective November 16, 1991, 21 Pa.B. 5342; amended April 26, 1996, effective April 27, 1996, 26 Pa.B. 2005. Immediately preceding text appears at serial pages (210007) to (210008).

§ 21.223. Student's rights.

There shall be written specified policies relating to students' rights and grievances with procedures for implementation.

Source

The provisions of this § 21.223 adopted July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061.

RECORDS

§ 21.231. Program records and record maintenance.

A record system essential to the operation of the program shall be maintained. Records shall be kept in locked fire-proof files. A nursing faculty shall select record forms specifically for the practical nursing program which shall include the following:

- (1) *Student records.* Student records shall conform with the following:
 - (i) Permanent record, on students admitted, including both clinical and theoretical experience and achievement shall be kept *ad infinitum*.
 - (ii) Health records shall be kept for 5 years following completion of program.
- (2) *Faculty records.* Faculty records shall conform with the following:
 - (i) "Display Portion" of current nursing license.
 - (ii) Records of preparation and experience, including college transcripts.
 - (iii) Current record of continuing education activities.
- (3) *Administrative records.* Administrative records shall conform with the following:
 - (i) Affiliation agreements with cooperating agencies.
 - (ii) Minutes of meetings.
 - (iii) Annual reports.
 - (iv) Follow-up studies of graduates.

(v) Budgets.

(vi) Current written policies.

4) *Program bulletin.* Program bulletins shall:

- (i) Be comprehensive and current since they serve as contracts of agreement between the applicant or student and the program.
- (ii) Include clearly defined refund policies governing all fees and tuition aid by the students.

Authority

provisions of this § 21.231 issued under section 506 of The Administrative Code of 1929 (71 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

provisions of this § 21.231 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial pages (30278) to (30279).

232. Records required to be filed in the Board office.

An annual report of the practical nursing program shall be sent to the using the form supplied by the Board.

Upon completion of the entire program a transcript or photocopy of the record of the student shall be submitted along with the application for sion to the State Board Test Pool Examination. The transcript shall bear the ssion of the school seal and signature of the nurse in charge of the program horized representative.

A notarized list of nurses employed in the program shall be submitted by ry 15 of each year. This list shall include the full name including maiden current address, license number and date of original employment in this nonwealth.

Authority

provisions of this § 21.232 issued under section 506 of The Administrative Code of 1929 (71 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

provisions of this § 21.232 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. ately preceding text appears at serial page (30279).

233. Custody of records.

When a program closes, the controlling agency shall be responsible for fekeeping of the records of its students; and official copies shall be made ble upon request. If the controlling agency also closes, advice should be ed from the Board concerning the permanent safekeeping and availability records of the practical nursing program.

The Board shall be informed in writing concerning permanent placement se records.

Authority

The provisions of this § 21.233 issued under section 506 of The Administrative Code of 1929 (71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

The provisions of this § 21.233 amended July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061. Immediately preceding text appears at serial page (30279).

Cross References

This section cited in 49 Pa. Code § 21.173 (relating to discontinuance or interruption of a program of practical nursing).

§ 21.234. Access and use of records.

(a) Students shall have access to personal records as provided by Federal a State legislation.

(b) Information shall be released from a student's record only in accordance with Federal and State law.

Authority

The provisions of this § 21.234 issued under section 506 of The Administrative Code of 1929 (71 P.S. § 186); and section 8 of the Practical Nurse Law (63 P.S. § 658).

Source

The provisions of this § 21.234 adopted July 1, 1983, effective July 2, 1983, 13 Pa.B. 2061.

Subchapter C. CERTIFIED REGISTERED NURSE PRACTITIONERS**GENERAL PROVISIONS**

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Authority

provisions of this Subchapter C issued under section 506 of The Administrative Code of 1929 § 186; The Professional Nursing Law (63 P. S. §§ 211—225); and sections 3 and 16 of the Practice Act of 1974 (63 P. S. §§ 421.3 and 421.16) (Repealed), unless otherwise noted.

Source

provisions of this Subchapter C adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063, otherwise noted.

Cross References

This subchapter cited in 6 Pa. Code § 11.3 (relating to definitions).

GENERAL PROVISIONS

§ 21.251. Definitions.

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

Boards—The State Board of Nursing and the State Board of Medicine.

Certified Registered Nurse Practitioner (C.R.N.P.)—A registered nurse licensed in this Commonwealth who is certified by the Boards in a particular clinical specialty area and who, while functioning in the expanded role as a professional nurse, performs acts of medical diagnosis or prescription of medical therapeutic or corrective measures in collaboration with and under the direction of a physician licensed to practice medicine in this Commonwealth. Nothing in this subchapter is to be deemed to limit or prohibit a nurse from engaging in those activities which normally constitute the practice of nursing as defined in section 2 of The Professional Nursing Law (63 P. S. § 212).

Direction—The incorporation of physician supervision to the certified registered nurse practitioner's performance of medical acts in the following ways:

(i) Immediate availability of a licensed physician through direct communications or by radio, telephone or telecommunications.

(ii) A predetermined plan for emergency services which has been jointly developed by the supervising physician and the certified registered nurse practitioner.

(iii) A physician available on a regularly scheduled basis for:

(A) Referrals.

(B) Review of the standards of medical practice incorporating consultation and chart review.

(C) Establishing and updating standing orders, drug and other medical protocols within the practice setting.

(D) Periodic updating in medical diagnosis and therapeutics.

(E) Cosigning records when necessary to document accountability by both parties.

Source

The provisions of this § 21.251 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

Notes of Decisions

Chart Review

Physicians may render an opinion based on a review of records. Therefore, the physician was justified in formulating a medical opinion based on the information provided by the certified registered

REQUIREMENTS FOR APPROVAL

§ 21.271. Currently licensed; course of study and experience; continuing education.

- (a) The applicant for whom approval is requested shall be currently licensed as a registered nurse by the State Board of Nursing.
- (b) The applicant shall have successfully completed a course of study consisting of at least 1 academic year in a program administered by nursing in an institution of higher education as approved by the Boards.
- (c) Nurses currently practicing in the role covered by this subchapter prior to the promulgation of this subchapter who have not completed an approved course

petitioner and the suspension of the petitioner's license based on incompetence under 67 § 83.5 was justified. *Sailer v. Department of Transportation*, 670 A.2d 1205 (Pa. Cmwlth.

52. Purpose.

Boards have established rules and regulations to govern acts of medical or prescription of medical therapeutic or corrective measures as authorized by The Professional Nursing Law (63 P. S. §§ 211—225) and the Medical Act of 1974 (63 P. S. §§ 421.1—421.18) (Reserved).

Source

visions of this § 21.252 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

53. Fees.

Following fees are charged by the Board:

Application	\$45
Initial renewal of certification	\$26
Renewal of certification	\$15

Authority

visions of this § 21.253 issued under section 11.2(a) and (d) of The Professional Nursing Law (63 P. S. §§ 221.2(a) and (d)); amended under section 11.2 of The Professional Nursing Law (63 P. S. §§ 221.2(a) and (d)); and section 17.5 of the Practical Nurse Law (63 P. S. § 667.5).

Source

visions of this § 21.253 adopted December 25, 1987, effective December 26, 1987, 17 Pa.B. 1205; amended June 12, 1992, effective immediately and applies to biennial renewals commencing July 1, 1992. Immediately preceding text appears at serial page (123309).

Cross References

Section cited in 49 Pa. Code § 21.605 (relating to biennial renewal).

LEGAL RECOGNITION

51. Designation of C.R.N.P.; authority to use C.R.N.P.

A registered nurse who has satisfactorily met the requirements set forth in this subchapter and in additional rules and regulations that may be jointly promulgated by the Boards shall be designated on his license "Certified Registered Nurse Practitioner (C.R.N.P.)," in the area for which qualified. A nurse may not practice or offer to practice as a Certified Registered Nurse Practitioner in this Commonwealth or use the abbreviation C.R.N.P. unless authorized to do so by the State Board of Nursing.

Source

visions of this § 21.261 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

of study, may individually petition the Boards for certification within 2 years following the final filing of this subchapter.

(d) Evidence of continuing competency in the area of medical diagnosis and therapeutics at the time of renewal of the applicant's certification renewal.

Source

The provisions of this § 21.271 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

§ 21.272. Certification by endorsement; currently licensed.

(a) A registered nurse who has been granted certification by another state board may be granted certification in this Commonwealth by endorsement of the original certifying board if the credentials are equivalent to those required by the Boards.

(b) The applicant for certification in this Commonwealth by endorsement shall meet the requirements as stated in the act for licensure as a registered nurse.

Source

The provisions of this § 21.272 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

APPLICATION FOR APPROVAL

§ 21.281. Application for approval.

The applicant shall submit an application form provided by the State Board of Nursing to the Board for its review and approval. The application shall include the following:

- (1) An official document from the program.
- (2) Additional information as identified on the application.

Source

The provisions of this § 21.281 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

§ 21.282. Approval by the State Board of Nursing.

Applicants approved by the State Board of Nursing may use the designation C.R.N.P., and the designation and area of specialty will be indicated on the current license of the nurse.

Source

The provisions of this § 21.282 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

HEALTH CARE FACILITY POLICIES

91. Institutional health care facility committee; committee determination of standard policies and procedures.

In those health care facilities providing health services in which the practitioner is a certified registered nurse practitioner, the acts of medical diagnosis and prescription of medical therapeutic or corrective measures, there shall be a committee in each area of practice whose function is to establish standard policies and procedures, in writing, pertaining to the scope and circumstances of the services of the nurses in the medical management of the patient.

The committee may serve not only as a policy making body for the services but also as an advisory and interpretative body to the various staff of the facility. The committee shall include equal representation from the medical, nursing staff, including a nurse practitioner and nursing administrator.

Source

The provisions of this § 21.291 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

92. Free-standing health care facility committee.

A certified registered nurse practitioner is associated with a physician or other health care professionals, the committee may consist of, but need not be limited to, the practitioner and the physicians.

Source

The provisions of this § 21.292 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

93. Review and acceptance of standard policies and procedures by the committee.

Standard policies and procedures shall be reviewed and accepted by the committee at least annually and at such other times as necessary.

Source

The provisions of this § 21.293 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

94. Review of the medical functions of the C.R.N.P. by the committee.

The committee shall review annually the effectiveness of the medical functions of the C.R.N.P. through an evaluation of the care rendered to patients using the data as patient records, statistics and patient follow-up.

Source

The provisions of this § 21.294 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

ACCOUNTABILITY

§ 21.311. Accountability of C.R.N.P.

The Certified Registered Nurse Practitioner is responsible for his own professional judgments and is accountable to the individual consumer. He is also accountable to the physician and the employing agency in the area of medical diagnosis and therapeutics.

Source

The provisions of this § 21.311 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

TERMINATION OF APPROVAL

§ 21.321. Performance of tasks without direction; performance of tasks without training; other.

(a) The approval as provided in this subchapter for a certified registered nurse practitioner may be terminated by the State Board of Nursing when, after notice and hearing, the Board finds the following:

(1) That the registrant has engaged in the performance of medical functions and tasks other than at the direction of a physician licensed by the State Board of Medicine, except in the situations as provided for in section 1 of the act of August 8, 1963 (P.L. 582, No. 301) (Reserved).

(2) That the registrant has performed a medical task or function which the registrant is not qualified by education to perform.

Source

The provisions of this § 21.321 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

MAINTENANCE OF CERTIFICATION

§ 21.331. Biennial renewal of certification.

(a) Effective October 31, 1985, the certifications of Certified Registered Nurse Practitioners shall be renewed at the same time as their registered nurse licenses. See § 21.29 (relating to expiration and renewal of license).

(b) The certification renewal fee for certifications that expire on April 30, 1986 will be 25% of the renewal fee for the usual 2-year renewal period. The renewal fee for certifications that expire on a biennial anniversary of April 30, 1986 will be the renewal fee for the usual 2-year renewal period.

(c) The certification renewal fee for certifications that expire on October 31, 1986 will be 50% of the renewal fee for the usual 2-year renewal period. The renewal fee for certifications that expire on a biennial anniversary of October 31, 1986 will be the renewal fee for the usual 2-year renewal period.

ie certification renewal fee for certifications that expire on April 30, be 75% of the renewal fee for the usual 2-year renewal period. The se for certifications that expire on a biennial anniversary of April 30, be the renewal fee for the usual 2-year renewal period.

ie certification renewal fee for certifications that expire on October 31, be the renewal fee for the usual 2-year renewal period. The renewal fee cations that expire on a biennial anniversary of October 31, 1987 will ewal fee for the usual 2-year renewal period.

ie certification renewal fees for certifications that expire on April 30, ober 31, 1986, April 30, 1987 or October 31, 1987 shall be paid to the October 30, 1985. The certification renewal fees for certifications that a biennial anniversary of April 30, 1986, October 31, 1986, April 30, ctober 31, 1987 shall be paid to the State Board of Nursing by that y date.

Source

isions of this § 21.331 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063; otober 18, 1985, effective October 19, 1985, 15 Pa.B. 3726. Immediately preceding text rial page (30286).

1. [Reserved].

Source

isions of this § 21.341 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063; cember 25, 1987, effective December 26, 1987, 17 Pa.B. 5329. Immediately preceding at serial page (117197).

PENALTIES FOR VIOLATION

1. Penalties for violation.

ation as a C.R.N.P. may be suspended or revoked or the violator may on probation as the Boards, or a joint committee thereof, determine mal hearing has been held, and a violation of The Medical Practice Act 63 P.S. §§ 421.1—421.18) and of The Professional Nursing Law (63 :11—225), of this subchapter, or of regulations pertaining to the afore- il has been adjudicated.

Source

isions of this § 21.351 adopted July 22, 1977, effective July 23, 1977, 7 Pa.B. 2063.

Subchapter D. INTERPRETATIONS

GENERAL PROVISIONS

Sec. 21.401. Interpretations: scope of practice.

STATEMENT OF POLICY

- 21.411. Interpretations regarding the general functions of registered nurses—statement of policy.
 21.412. Interpretations regarding venipuncture, intravenous fluids, resuscitation and respiration—statement of policy.
 21.413. Interpretations regarding the administration of drugs—statement of policy.
 21.414. Interpretations regarding the functions of Licensed Practical Nurses (LPN)—statement of policy.

Authority

The provisions of this Subchapter D issued under section 2(k) of The Professional Nursing Law (63 P.S. §§ 212.1(k)); and section 17.6 of the Practical Nurse Law (63 P.S. § 667.6), unless otherwise noted.

Source

The provisions of this Subchapter D adopted February 20, 1987, effective February 21, 1987, 17 Pa.B. 811, unless otherwise noted.

GENERAL PROVISIONS

§ 21.401. Interpretations: scope of practice.

(a) The Board may, upon request of a licensed nurse, nursing association, health care facility or licensed health care professional, or upon its own motion, issue interpretations of this chapter as they apply to the question of whether the execution of specific practices are within the scope of professional or practical nursing.

(b) Interpretations issued by the Board will not conflict with this chapter, or enlarge or restrict this chapter, but will solely address the matter of applying principles set forth in this chapter to specific practices.

(c) Interpretations issued under this section do not constitute an exercise of delegated legislative power by the Board and will be expressly subject to modification by the Board in an adjudicative proceeding based upon the particular facts and circumstances relevant to a proceeding. Interpretations are not intended to be legally enforceable against a licensed person by the Board. In issuing adjudications, the Board may consider, but is not bound by, interpretations.

ior to issuing interpretations, the Board will submit to the Legislative Bureau for recommended publication in the *Pennsylvania Bulletin* a indicating its intent to adopt interpretations, and making available upon interested persons copies of proposed or draft interpretations. The It also indicate the date and place for the conduct of hearings proposed the interpretations. The notice shall contain the full statement of policy ipion of the substance of the statement of policy.

e Board will not adopt statements of policy until the time for public has elapsed. A minimum of 60 days from publication in the *Pennsylvania Bulletin* of notice of intention to adopt shall be provided for public comment. a review and consideration of comments received concerning a pro- interpretation, the Board may adopt interpretations by a majority vote taken uted public meeting of the Board.

erpretations adopted by the Board under this chapter will be reviewed and legality under Chapter 3 of the Commonwealth Attorneys Act (71 32-301—732-303) and, upon approval, will be submitted to the Legis- rence Bureau for recommended publication in the *Pennsylvania Bulletin*. nsylvania Code as a statement of policy of the Board as a part of this

a nurse executes a practice which the Board has interpreted to be within of nursing practice, the nurse shall only undertake the practice if the the necessary preparation, experience and knowledge to properly e practice. The execution of the procedures shall include the identifica- discrimination of expected and unexpected human responses and the nagement of nursing actions.

erpretations of the Board will not be deemed to impose requirements ational institutions to include the teaching of practices within their cur-

e procedure for issuing interpretations will not prohibit the Board from : specific inquiries involving individual factual situations, which ill be limited in application to the individual factual situation involved ury.

Source

ions of this § 21.401 adopted February 20, 1987, effective February 21, 1987, 17 Pa.B.

STATEMENT OF POLICY

l. Interpretations regarding the general functions of registered nurses—statement of policy.

owing nursing practices fall within the scope of registered nurse prac- § 21.11 (relating to general functions):

- (1) Collection of arterial and venous blood samples.
- (2) Collection of arterial and venous blood samples from indwelling arterial/venous catheters.

- (3) Arterial puncture for blood samples in infant intensive care units.
- (4) Vaginal examination using a speculum to include:

- (i) Testing for ruptured membranes.
- (ii) Doing Pap smears.
- (iii) Doing cervical smears.

- (5) Application of intraocular pressure reducer.
- (6) Internal fetal monitoring including the application of leads.
- (7) Insertion of nasogastric tubes.

- (8) Insertion and removal of enteric double or multilumen tubes with or without mercury bags.

- (9) The changing of an outer tracheostomy tube after stoma is healed.

- (10) The change of an cystostomy tubes.

- (11) The changing of a gastrostomy tube when stoma is healed.

- (12) Removal of sutures.

- (13) Use of hypnosis.

- (14) Surgical debridement of decubiti.

- (15) The programming of permanent pacemakers.

- (16) Documenting the fact that a patient has died.

Source

The provisions of this § 21.411 adopted February 20, 1987, effective February 21, 1987, 17 Pa.B. 811; amended November 4, 1988, effective November 5, 1988, 18 Pa.B. 4996; amended December 15, 1989, effective February 14, 1990, 19 Pa.B. 5315; amended June 21, 1991, effective June 22, 1991, 21 Pa.B. 2817. Immediately preceding text appears at serial pages (143338) to (143339).

§ 21.412. Interpretations regarding venipuncture, intravenous fluids, resuscitation and respiration—statement of policy.

The following nursing practices fall within the scope of registered nursing practice under §§ 21.11 and 21.12 (relating to general functions; and venipuncture; intravenous fluids):

- (1) Introduction of percutaneous catheters for intravascular infusion of infant intensive care unit.

- (2) Insertion of angiocath into an A-V Fistula.

- (3) Changing a subclavian catheter over guidewire after it had been placed by a physician.

- (4) Removal of central venous line.

- (5) Teaching patients and families the administration of intravenous medications in the home.

Source

The provisions of this § 21.412 adopted February 20, 1987, effective February 21, 1987, 17 Pa.B. 811.

13. Interpretations regarding the administration of drugs—statement of policy.

The following nursing practices fall within the scope of registered nurse under §§ 21.11, 21.12 and 21.14 (relating to general functions; venous; intravenous fluids; and administration of drugs):

Intravenous administration of Pavulon to a patient maintained on a nical ventilator.

Use of lidocaine as an analgesic prior to venipuncture.

Use of lidocaine or xylocaine for analgesia prior to use of a vascular device of an implantable infusion pump.

The following nursing practices fall within the scope of registered nurse under §§ 21.11 and 21.14:

The addition of medications to peritoneal dialysate.

The administration of chemotherapy.

The refilling of implantable drug delivery systems following placement physician in the proper anatomical site.

The administration of intrathecal medications by an externalized ventricular shunt.

Monitoring and administering medications by epidural catheter or other relief devices to be used as analgesia for pain control. Administration of medications as used in this paragraph does not include initiation of the medication.

When a physician writes a prescription order for a patient for a specific medication with a range of dosage, the registered nurse shall use professional judgment to determine the amount of medication within the range to be given to the patient.

The following nursing practices fall within the scope of registered nurse under § 21.11 and § 21.15 (relating to monitoring, defibrillating and timing):

Measurement of a cardiac output by thermodilution method.

Inflation of a Swan-Ganz catheter balloon for the purpose of obtaining intermittent pulmonary capillary wedge pressure readings.

Establishment of arterial lines with or without a cannula.

Analysis of rhythm strips of patients with permanent programmable pacemakers.

Endotracheal intubation and extubation.

Endotracheal intubation in infant intensive care unit.

Needle aspiration of pneumothorax in infant intensive care unit.

Performance of cardioversion in the presence or absence of a physician.

Umbilical vessel catheterization in infant intensive care units.

Pulling back on Swan-Ganz catheter when it is wedged.

(d) As used in this subsection, "conscious sedation" is defined as a minimally depressed level of consciousness in which the patient retains the ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal commands. The registered nurse who is not a certified registered nurse anesthetist may administer intravenous conscious sedation medications, under § 21.14, during minor therapeutic and diagnostic procedures, when the following conditions exist:

(1) The specific amount of intravenous conscious sedation medications has been ordered in writing by a licensed physician and a licensed physician is physically present in the room during administration.

(2) Written guidelines specifying the intravenous medications that the registered nurse may administer in a particular setting are available to the registered nurse.

(3) Electrocardiogram, blood pressure and oximetry equipment are used for both monitoring and emergency resuscitation purposes pursuant to written guidelines which are provided for minimum patient monitoring. Additional emergency resuscitation equipment is immediately available.

(4) The patient has a patent intravenous access.

(5) The registered nurse involved in direct patient care is certified in advanced cardiac life support (ACLS). Provisions shall be in place for back-up personnel who are experts in airway management, emergency intubation and advanced life support if complications arise.

(6) The registered nurse possesses the knowledge, skills and abilities related to the management of patients receiving intravenous conscious sedation with evaluation of competence on a periodic basis. This includes, but is not limited to, arrhythmia detection, airway management and pharmacologic action of drugs administered. This includes emergency drugs.

(7) The registered nurse managing the care of the patient receiving intravenous conscious sedation medication may not have other responsibilities during the procedure. The registered nurse may not leave the patient unattended or engage in tasks which would compromise continuous monitoring.

(8) The registered nurse monitors the patient until the patient is discharged by a qualified professional authorized to discharge the patient in accordance with established criteria of the facility.

Source

The provisions of this § 21.413 adopted February 20, 1987, effective February 21, 1987, 17 Pa.B. 811; amended June 21, 1991, effective June 22, 1991, 21 Pa.B. 2818; amended January 17, 1992, effective January 18, 1992, 22 Pa.B. 300; amended November 12, 1994, effective November 13, 1994, 24 Pa.B. 5404; amended October 23, 1998, effective October 24, 1998, 28 Pa.B. 5345. Immediately preceding text appears at serial pages (214476) and (222949).

4. Interpretations regarding the functions of Licensed Practical Nurses (LPN)—statement of policy.

Collection of venous blood samples fall within the scope of Licensed Nurse (LPN) practice under § 21.145(a) (relating to functions of the

following nursing practices fall within the scope of LPN practice 1.145(b):

Changing cystostomy tubes after the stoma heals.

Changing gastrostomy tube when stoma is healed.

Following nursing practices fall within the scope of LPN practice 1.145(a) and (b):

Insertion of nasogastric tubes.

Changing outer tracheostomy tube after stoma is healed.

Addition of medications to peritoneal dialysate in the care of those with chronic renal disease.

Removal of sutures of a simple and uncomplicated nature.

Source

sions of this § 21.414 adopted February 20, 1987, effective February 21, 1987, 17 Pa.B.

Chapter E. CHILD ABUSE REPORTING REQUIREMENTS

Definitions.

Suspected child abuse—mandated reporting requirements.

Photographs, medical tests and X-rays of child subject to report.

Suspected death as a result of child abuse—mandated reporting requirement.

Immunity from liability.

Confidentiality—waived.

Noncompliance.

Authority

sions of this Subchapter E issued under the Child Protective Services Law, 23 Pa.C.S.; section 2.1(k) of the Professional Nursing Law (63 P. S. § 212.1k); and section 17.6 of Nurse Law (63 P. S. § 667.6), unless otherwise noted.

Source

sions of this Subchapter E adopted November 8, 1996, effective November 9, 1996, 26 unless otherwise noted.

1. Definitions.

Following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

—The Professional Nursing Law (63 P. S. §§ 211—225); and the Practice Law (63 P. S. §§ 651—667).

Child abuse—A term meaning any of the following:

(i) A recent act or failure to act by a perpetrator which causes nonaccidental serious physical injury to a child under 18 years of age.

(ii) An act or failure to act by a perpetrator which causes nonaccidental serious mental injury to or sexual abuse or sexual exploitation of a child under 18 years of age.

(iii) A recent act, failure to act or series of acts or failures to act by a perpetrator which creates an imminent risk of serious physical injury to or sexual abuse or sexual exploitation of a child under 18 years of age.

(iv) Serious physical neglect by a perpetrator constituting prolonged or repeated lack of supervision or the failure to provide the essentials of life, including adequate medical care, which endangers a child's life or development or impairs the child's functioning.

ChildLine—An organizational unit of the Department of Public Welfare which operates a 24-hour a day Statewide toll free telephone system for receiving reports of suspected child abuse, referring reports for investigation and maintaining the reports in the appropriate file.

Individual residing in the same home as the child—An individual who is 14 years of age or older and who resides in the same home as the child.

Perpetrator—A person who has committed child abuse and is a parent of the child, a person responsible for the welfare of a child, an individual residing in the same home as a child or a paramour of a child's parent.

Person responsible for the child's welfare—A person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental care, supervision and control. The term does not include a person who is employed by or provides services or programs in a public or private school, intermediate unit or area vocational-technical school.

Recent acts or omissions—Acts or omissions committed within 2 years of the date of the report to the Department of Public Welfare or county agency.

Serious mental injury—A psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that does one or more of the following:

(i) Renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic or in reasonable fear that the child's life or safety is threatened.

(ii) Seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks.

Serious physical injury—An injury that causes a child severe pain or significantly impairs a child's physical functioning, either temporarily or permanently.

Sexual abuse or exploitation—The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another person to engage in sexually explicit conduct or a simulation of sexually explicit conduct

purpose of producing a visual depiction, including photographing, videotaping, computer depicting or filming, of sexually explicit conduct or the sexual assault, involuntary deviate sexual intercourse, aggravated indecent assault, molestation, incest, indecent exposure, prostitution, statutory assault or other form of sexual exploitation of children.

2. Suspected child abuse—mandated reporting requirements.

General rule. Under 23 Pa.C.S. § 6311 (relating to persons required to report suspected child abuse), RNs, LPNs or CRNPs who, in the course of their employment, occupation or practice of their profession, come into contact with a child or cause a report to be made to the Department of Public Welfare when they have reasonable cause to suspect on the basis of their professional training or experience, that a child coming before them in their employment, occupation or practice of their profession, come into contact with children shall immediately report the report to the Department of Public Welfare.

Persons required to report. The following persons are required to report suspected child abuse to the Department of Public Welfare: (a) any person in charge of the institution, school, facility or agency or the designated person in charge when they have reasonable cause to suspect on the basis of their professional training or experience, that a child coming before them in their employment, occupation or practice of their profession, come into contact with children shall immediately report the report to the Department of Public Welfare. The following information shall be reported: (b) the name and address of the child and the parents or other person responsible for the care of the child, if known; (c) the nature and extent of the suspected child abuse including any evidence of prior abuse to the child or siblings of the child; (d) the name and relationship of the persons responsible for causing the child abuse, if known, and any evidence of prior abuse by those persons.

Reporting procedure. Reports of suspected child abuse shall be made by the following methods: (a) orally by telephone to ChildLine, (800) 932-0313; (b) in writing by letter to the Department of Public Welfare. The following information shall be reported: (c) the name and address of the child and the parents or other person responsible for the care of the child, if known; (d) the nature and extent of the suspected child abuse including any evidence of prior abuse to the child or siblings of the child; (e) the name and relationship of the persons responsible for causing the child abuse, if known, and any evidence of prior abuse by those persons.

Oral reports. Oral reports of suspected child abuse shall be made immediately by telephone to ChildLine, (800) 932-0313.

Written reports. Written reports shall be made within 48 hours after the report is made by telephone. Written reports shall be made on forms available from a county children and youth social service agency.

Written reports. Written reports shall be made in the manner and on forms provided by the Department of Public Welfare. The following information shall be reported: (a) the name and address of the child and the parents or other person responsible for the care of the child, if known; (b) the nature and extent of the suspected child abuse including any evidence of prior abuse to the child or siblings of the child; (c) the name and relationship of the persons responsible for causing the child abuse, if known, and any evidence of prior abuse by those persons.

Where the suspected abuse occurred.

The age and sex of the subjects of the report.

The nature and extent of the suspected child abuse including any evidence of prior abuse to the child or siblings of the child.

The name and relationship of the persons responsible for causing the child abuse, if known, and any evidence of prior abuse by those persons.

(6) Family composition.

(7) The source of the report.

(8) The person making the report and where that person can be reached.

(9) The actions taken by the reporting source, including the taking of photographs and X-rays, removal or keeping of the child or notifying the medical examiner or coroner.

(10) Other information which the Department of Public Welfare may require by regulation.

Cross References

This section cited in 49 Pa. Code § 21.506 (relating to confidentiality—waived); and 49 Pa. Code § 21.507 (relating to noncompliance).

§ 21.503. Photographs, medical tests and X-rays of child subject to report.

An RN, LPN or CRNP may take or cause to be taken photographs of the child who is subject to a report and, if clinically indicated, cause to be performed a radiological examination and other medical tests on the child. Medical summaries or reports of the photographs, X-rays and relevant medical tests taken shall be sent to the county children and youth social service agency at the time the written report is sent or as soon thereafter as possible. The county children and youth social service agency shall have access to actual photographs or duplicates and X-rays and may obtain them or duplicates of them upon request.

Cross References

This section cited in 49 Pa. Code § 21.506 (relating to confidentiality—waived); and 49 Pa. Code § 21.507 (relating to noncompliance).

§ 21.504. Suspected death as a result of child abuse—mandated reporting requirement.

An RN, LPN or CRNP who has reasonable cause to suspect that a child died as a result of child abuse shall report that suspicion to the coroner of the county where death occurred or, in the case where the child is transported to another county for medical treatment, to the coroner of the county where the injuries were sustained.

Cross References

This section cited in 49 Pa. Code § 21.506 (relating to confidentiality—waived); and 49 Pa. Code § 21.507 (relating to noncompliance).

§ 21.505. Immunity from liability.

Under 23 Pa.C.S. § 6318 (relating to immunity from liability), an RN, LPN or CRNP who participates in good faith in the making of a report, cooperating with an investigation, testifying in a proceeding arising out of an instance of suspected child abuse or the taking of photographs shall have immunity from civil and

al liability that might result by reason of the RN, LPN or CRNP's actions. purpose of any civil or criminal proceeding, the good faith of the RN, or CRNP shall be presumed. The Board will uphold the same good faith in any disciplinary proceeding that might result by reason of an RN, or CRNP's actions in participating in good faith in the making of a report, or an investigation, testifying in a proceeding arising out of an abuse of suspected child abuse or the taking of photographs.

506. Confidentiality—waived.

protect children from abuse, the reporting requirements of §§ 25.502— (relating to suspected child abuse—mandated reporting requirements; graphs, medical tests and X-rays of child subject to report; and suspected as a result of child abuse—mandated reporting requirement) take precedence over provisions of any other ethical principle or professional standard that otherwise apply to RNs, LPNs or CRNPs.

507. Noncompliance.

Disciplinary action. An RN, LPN or CRNP who willfully fails to comply with the reporting requirements in §§ 25.502—25.504 (relating to suspected child abuse—mandated reporting requirements; photographs, medical tests and graphs of child subject to report; and suspected death as a result of child abuse—mandated reporting requirement) will be subject to disciplinary action under section 16 of the Professional Nursing Law (63 P. S. § 224) and section 16 of the Nurse Law (63 P. S. § 666).

Criminal penalties. Under 23 Pa.C.S. § 6319 (relating to penalties for child abuse), an RN, LPN or CRNP who is required to report a case of suspected child abuse who willfully fails to do so commits a summary offense for violation and a misdemeanor of the third degree for a second or subsequent violation.

Subchapter F. VOLUNTEER LICENSES

Purpose and definitions.

Volunteer license.

Applications.

Validity of license.

Biennial renewal.

Return to active practice.

Disciplinary provisions.

Authority

provisions of this Subchapter F issued under section 5 of the Volunteer Health Services Act (63 P. S. § 449.45); section 2.1(k) of the Professional Nursing Law (63 P. S. § 212.1(k)); and section 2.1 of the Practical Nurse Law (63 P. S. § 667.6), unless otherwise noted.

Source

The provisions of this Subchapter F adopted November 28, 1997, effective November 29, 1997, 27 Pa.B. 6212, unless otherwise noted.

§ 21.601. Purpose and definitions.

(a) This subchapter implements the Volunteer Health Services Act (35 P. S. §§ 449.41—449.50) and provides for the issuance of a volunteer license to a qualified registered nurse, a certified registered nurse practitioner and a licensed practical nurse who retires from active practice and seeks to provide professional services as a volunteer. A volunteer license authorizes the holder to practice only in an organized community-based clinic without remuneration.

(b) The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

Approved clinic—An organized community-based clinic offering primary health care services to individuals and families who cannot pay for their care, to Medical Assistance clients or to residents of medically underserved areas or health professional shortage areas. The term includes a State health center, nonprofit community-based clinic and Federally qualified health center, as designated by Federal rulemaking or as approved by the Department of Health or the Department of Public Welfare.

Unrestricted license—A license which is not restricted or limited by order of the Board under its disciplinary power.

§ 21.602. Volunteer license.

A volunteer license may be issued to a licensee of the Board who documents to the satisfaction of the Board that the applicant will practice without personal remuneration in approved clinics and meets one of the following conditions:

(1) Holds a currently renewed, active, unrestricted license as a registered nurse, a certified registered nurse practitioner or a licensed practical nurse in this Commonwealth and retires from active practice at the time the applicant applies for a volunteer license.

(2) Retires from the active practice of nursing in this Commonwealth in possession of an unrestricted license which was allowed to lapse by not renewing it. A registered nurse whose license had lapsed or had been placed on inactive status shall comply with § 21.30a or § 21.156a (relating to continued competency).

§ 21.603. Applications.

An applicant for a volunteer license shall complete an application obtained from the Board. In addition to providing information requested by the Board, the applicant shall provide:

(1) An executed verification on forms provided by the Board certifying that the applicant intends to practice nursing exclusively:

(i) Without personal remuneration for professional services.

A letter signed by the director or chief operating officer of an approved clinic by the governing body or responsible officer of the clinic.

teer license shall be valid for the biennial period for which it is issued, biennial renewal. During each biennial renewal period, the licensee y the Board of any change in clinic or volunteer status within 30 days ; of a change, or at the time of renewal, whichever occurs first.

3. Biennial Renewal. The license shall be renewed biennially on forms provided by the applicant shall be exempt from payment of the biennial renewal fee of \$ 21.147 or § 21.253 (relating to fees), as applicable.

9. Return to active practice. A volunteer license holder who desires to return to active practice shall notify and apply for biennial registration on forms provided by the Board.

7. Disciplinary provisions of the volunteer license holder shall be subject to the disciplinary provisions of the chapter. Failure of the licensee to comply with the Volunteer Health Act (35 P. S. §§ 449.41—449.50) or this subchapter may also constitute disciplinary action.

CLEARFIELD COUNTY VOCATIONAL
TECHNICAL SCHOOL

AND

JUDITH SCHELL

: Before

: Stephen S. Russell, Hearing Officer

: Hearing Dates:

: November 3, 1999

: April 6, 2000

**POST HEARING BRIEF OF
CLEARFIELD COUNTY VOCATIONAL
TECHNICAL SCHOOL**

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I. BACKGROUND

Judith Schell requested a local agency hearing by letter dated September 20, 1999, (A-14) and is challenging the Clearfield County Vocational Technical School Joint Operating Committee right to reduce its teaching staff in the practical nursing program and implement a furlough of Mrs. Schell due to an alteration/curtailment of the program under the applicable provisions of the Pennsylvania Public School Code.

Judith S. Schell had been a full-time instructor in the practical nursing program at the Vocational Technical School since 1989. (N.T. 14-6-00 at p.13). During the winter of 1998 and 1999, the coordinator of the practical nursing program, Elsie Reichert, was concerned about declining enrollment in the School's nursing program. She conducted an investigation of student enrollment trends at the School (A-3) as well as of other nursing programs in the northwest regional area and compiled data concerning same. (A-1, A-3, A-22). Most of the programs in the region run one class per year, as opposed to the School's program, which was offered in both September and March, or two times a year. (A-1).

After collecting the data and studying same, Ms. Reichert approached the executive director, Terry Horton, and they discussed the situation. (N.T. 11/3/99 at pp. 24-25). Ms. Reichert proposed that the program be offered one time per year so as to address the enrollment problems. Mr. Horton agreed, and the proposal was presented to the Joint Operating Committee for review and discussion. (A-4).

On February 8, 1999, the Joint Operating Committee voted to make specific alterations and curtailment of the practical nursing program, which resulted in certain personnel changes (A-4a, b, A-5). One of those changes is the furlough of Judith Schell. Mrs. Schell was notified of the Board's

action on February 15, 1999.

Although there is no dispute between the parties that Mrs. Schell was notified promptly and properly, (N.T. 11-3-99 at p.39), Mrs. Schell sought a local agency hearing (A-14). In the intervening course of events, Mrs. Schell took a sabbatical leave from March 1, 1999 to September 28, 1999 (A-9, A-12). She then requested her position back despite prior notification of the impending Furlough (A-12). Due to Mrs. Schell's request, two hearings occurred, one on November 3, 1999 and the other on April 6, 2000. A record of the proceedings (transcripts and exhibits) was made. Briefs are now submitted to the hearing officer as a matter of course.

II. STATEMENT OF FACTS

The Clearfield County Vocational Technical School ("Clearfield") has offered a practical nursing program for a number of years. In order to effectively exchange ideas and assist fellow schools in running their respective programs, the School belongs to a consortium of technical schools located in the Northwest Region.

During the latter part of the 1990's, administration have noted "a significant decline in applications for practical nursing programs" throughout the Commonwealth of Pennsylvania. (A-1).

This general decline was noticed specifically in the Northwest Regional nursing programs, and on December 10, 1999, all of the local coordinators of the area practical nursing programs expressing a formidable concern regarding the declining enrollments in the practical nursing program. (A-1). As a result of the concern expressed, the Clearfield County Vocational Technical School practical nursing program coordinator, Elsie Reichert, gathered data relative to other area programs in order to approach the Clearfield County Vocational Technical School director, Terry Horton, and the Joint Operating Committee with a recommendation. (A-1, A-3, A-22). Ms. Reichert discussed her findings with Mr. Horton in or about December of 1998. (A-1, N.T. 11-3-99 at pp. 24-25). Mr. Horton agreed with Ms. Reichert that the way to save the program in light of the declining enrollment was to move from two classes per year to one class per year (A-4c; Joint #1; 49 § 22.221) in keeping with the other regional program and the state boards of nursing our recommendation. (A-1, A-4c; N.T. 11-3-99 at pp. 22-25). As per his past practice to periodically review various programs, Mr. Horton agreed to outline the recommendation to curtail the nursing program to one class per year to the Joint Operating Committee. (N.T. 11-3-99 at p. 25).

Under the then current Collective Bargaining Agreement and applicable law, if an employee is to be furloughed, the School must provide that employee with written notice sixty days prior to any action being taken. (N.T. 11-3-99 at p. 21). (A-23). Accordingly, on December 29, 1998, Terry Horton wrote to Judith Schell and stated that due to the decreased enrollment for the March 1999 class, an impending change in her employment would occur. Such change, as stated in the December 29 correspondence, would include "either a reduction in days and hours or the position may be eliminated due to program restructuring" as a result of the declining enrollment. (A-2). Mrs. Schell seems to be contending she was furloughed due to an alleged less than satisfactory work performance. The School is willing to stipulate that all of Mrs. Schell's performance evaluations were satisfactory. Mrs. Schell was furloughed because she had less seniority than the other full-time instructor, Ms. Sypa. (A-6).

Thereafter, Director Horton offered his recommendation for a curtailment in the practical nursing program to the Joint Operating Committee. This recommendation was in writing and accompanied by enrollment data, and the State Board of Nursing recommendation under 49 Pa. Code §21.221 for one class per year and the enrollment data for Clearfield County Vocational Technical School. (A-3, A-4a, 4b, 4c). At the February 8, 1999 meeting, the Joint Operating Committee accepted Mr. Horton's recommendation and adopted an extensive resolution formulating the change in the practical nursing program based on student enrollment at Clearfield County Vocational Technical School. The action of the Joint Operating Committee is detailed in the February 8, 1999 meeting minutes. (A-5).

On February 15, 1999, Mr. Horton wrote a follow-up letter to Judith Schell advising her that as of February 8, 1999, only five students had enrolled for the March, 1999 class. Further, this letter

referenced the February 8 recommendation of the Joint Operating Committee that one of the full-time practical nursing instructors be furloughed in order to address the alteration of the practical nursing program from two classes per year to one class per year, thus terminating the March program. Because Mrs. Schell had less seniority than the other full-time instructor, Ms. Sypa, Mrs. Schell would be furloughed. (A-6). This furlough was in compliance with both the applicable Collective Bargaining Agreement and Public School Code, Section 1124.2. Mrs. Schell was also notified of her right to a hearing. Said right would be waived if no notice was received by February 6, 1999. (A-6).

The School took the necessary steps to secure the required Pennsylvania Department of Education approval relative to the alteration of the practical nursing program.¹ On March 2, 1999, a detailed correspondence was sent to the contact person at the Department of Education, detailing the reason for the recommended program alteration to one class per year and the resulting furlough. (A-7). On March 16, 1999, Ms. Marion Gray from the Department of Education replied and approved the program alteration. (A-8).

In addition, on March 10, 1999, Elsie Reichert corresponded with Mariam H. Limo, the Executive Secretary of the Pennsylvania State Board of Nursing and explained the School's situation and seeking permission to alter its nursing program. (A-19). On March 19, 1999, Ms. Reichert received a letter from Carol Mohl-Jones, the nursing education advisor for the Pennsylvania State Department of Education, which notes approval for the program change. (A-20). N.T. 11/9/99, pp. 62-65.²

¹ Section 1124.2 requires PDE approval of the alteration/curtailment of programs; see also Basic Education Circular 24 P.S. § 11-1124 (A-17).

² The School must (and did) also, pursuant to the Nursing Regulations, secure permission from the State Board of

In the meantime, Mrs. Schell had not requested a local agency hearing by the February 26, 1999 deadline. However, Mrs. Schell had requested a sabbatical medical leave for half the academic year with a half salary reimbursement. The School acknowledged that this request had been granted by way of correspondence dated May 20, 1999. (A-9). The medical leave officially began as of March 1, 1999 through September 24, 1999. (A-9). The May 20 letter clearly stated that whether Mrs. Schell would be returned to a full-time instructor position depended upon student enrollment. (A-9).

As of June 30, 1999, the School notified Judith Schell that her change of employment would be official as of August 30, 1999. This notice complied with the sixty day notice requirement under the Collective Bargaining Agreement when a change of employment will occur. (A-23). Counsel for Mrs. Schell stipulated at the November 1999 hearing that notice to Mrs. Schell relative to the furlough was proper. (N.T. 11-3-99 at p.39).

Mrs. Schell inquired during the summer of 1999 as to the student enrollment, which was monitored by the School. (A-11). As of August 19, 1999, only fourteen (14) students had registered. Mrs. Schell stated that by the time class started, twenty-four students were enrolled. (N.T. 4-6-00 at p.19). Elsie Reichert explained the situation and testified that the School engaged in an intensive recruitment campaign in July of 1999. Thus, as of September 1999, ten more students were initially enrolled totaling twenty-four (24). However, seven (7) students dropped out leaving the class size at seventeen (17). (N. T. 4-6-00 at pp. 113-118).

By letter dated September 9, 1999, Mrs. Schell notified the School of her intent to report to work on September 29, 1999. However, the School explained by letter dated September 14, 1999,

Nursing to alter its program. (N.T. 11-3-99, pp. 62-65; A-19, 1-20; 49 § 21.173, 21.204).

there was no position for her to return to. (A-13). The September 14, 1999, letter also reminded Mrs. Schell of the prior notifications she had received in this regard. Thereafter, on September 20, 1999, Mrs. Schell requested a local agency hearing, which has led the parties to this point in the process. (A-14).

III. ISSUE PRESENTED

WHETHER THE SCHOOL VIOLATED THE PROVISIONS OF THE PUBLIC SCHOOL CODE (SECTION 1124.2) WHEN IT SUSPENDED/FURLOUGHED JUDITH SCHELL.

SUGGESTED RESPONSE: IN THE NEGATIVE.

IV. RELEVANT CONTRACT AND SCHOOL CODE PROVISIONS

AGREEMENT BETWEEN DISTRICT AND ASSOCIATION

Article III - Rights of Professional Employees

The Collective Bargaining Agreements are at issue in this litigation. The first Agreement became effective July 1, 1992 and was to terminate on June 30, 1997. (A-23). Thereafter, the School had no new contract for two years, or until July 1, 1999. The second Collective Bargaining Agreement became effective on July 1, 1999 through June 30, 2003. (A-24).

Under both Agreements, under Article III – “Rights of Professional Employees” – at “6” – the contracts state:

G. Changes in Employment...

1. Employees shall be given prior notice of sixty (60) calendar days: of the length of their contract is to be reduced and/or if their teaching position shall be changed, altered, or eliminated.

When seniority is involved, seniority means the status of professional employee as defined in the school code.

PENNSYLVANIA PUBLIC SCHOOL CODE

24 PS 11-1106 - Duty to Employ

The board of school directors in every school district shall employ the necessary qualified professional employees, substitutes and temporary professional employees to keep the public schools open in their respective districts in compliance with the provisions of this act. Except for school districts of the first class and first class A which may require residency requirements, no other school district shall require an employee to reside within the school district as a condition for appointment or continued employment.

24 PS 11-1124 - Causes for Suspension

Any board of school directors may suspend the necessary number of professional employees, for any of the causes hereinafter enumerated:

- 1) Substantial decrease in pupil enrollment in the school district;
- 2) Curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board of school directors, approved by the Department of Public Instruction, as a result of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Department of Public Instruction.

24 PS 11-1125.1 - Persons to be Suspended

- a. Professional employees shall be suspended under Section 1124 (relating to causes for suspension) in inverse order of seniority within the school entity of current employment. Approved leaves of absences shall not constitute a break in service for purposes of computing seniority for suspension purposes. Seniority shall continue to accrue during suspension and all approved leaves of absence.
- c. A school entity shall realign its professional staff so as to insure that more senior employees are provided with the opportunity to fill positions for which they are certificated and which are being filled by less senior employees.

V. ARGUMENTS

- A. **Judith Schell has not demonstrated that the Vocational School acted in bad faith, was arbitrary, capricious, discriminatory or substantiated that the furlough was motivated solely for economic reasons.**

Judith Schell has never clearly articulated her reason for challenging the decision to furlough her. No grievance was filed delineating Mrs. Schell's points of contention. Further, during the course of the two hearings in this matter, November 3, 1999 and April 6, 2000, Mrs. Schell's position was never precisely defined. Nonetheless, by virtue of the thrust of her testimony, the School believes Mrs. Schell is contending that the enrollment in the practical nursing program did not decline sufficiently to merit a curtailment or alteration of the practical nursing program, and that her furlough, was either for purely economic reasons or was otherwise a subterfuge to get rid of her.

The exhibits presented by Mrs. Schell consist primarily of the 1999/2000 practical nursing program class schedules and Mrs. Schell's performance evaluations. (S-1, S-4, S-5, S-6, S-7 and S-8). Given the nature of the issue in dispute, the School questions their relevance.³

It also needs to be noted that even if the District would derive any type of economic benefit as a result of the alteration/curtailment of the program, the courts have clearly indicated that this is permissible as part of operating a more thorough and efficient educational program when a reason exists under the School Code for the alteration/curtailment of the program. Accord. Bednar, Andresky, Platko, infra.

As part of its case in chief, the School provided evidence, both by way of testimony and documentary evidence, that the alteration of the practical nursing program was logically sound and

³ As far back as 1979, the School Code was amended to provide employee performance is not a factor in a furlough situation. Rather, seniority would be controlling. Section 1125 was repealed as a result of Act 97 of 1979 and replaced with the current 24 P.S. 1125.1.

proper under the school code. At the initial hearing, the School's evidence was virtually unchallenged. Only after the record was closed did Mrs. Schell request a second hearing in which to present her argument. Nonetheless, the evidence of record is abundantly clear that Mrs. Schell's contentions are muddled, speculative and, in some cases, irrelevant. Consequently, Mrs. Schell did not meet her burden of proof with the evidence necessary to prevail that the School, Joint Operating Committee or any of its employees acted in bad faith or in an arbitrary or capricious fashion toward Mrs. Schell.

Mrs. Schell primary contends that two full-time instructors could be retained even in the face of declining enrollment. Her claim appears to be twofold:

1. Two full-time instructors and the program coordinator, rather than one full-time instructor and the program coordinator should be kept on for two classes per year; and
2. The program was fiscally sound before the alteration of the program.

In the first instance, Mrs. Schell takes issue with the lengthened hours and objects to the change claiming that there would be plenty of work for two full-time instructors under the prior schedule. (N.T. 4-6-00 at pp. 14-18). However, upon cross examination, Mrs. Schell conceded that the manner in which the educational program is delivered is left to the discretion or prerogative of each individual school. (N.T. 4-6-00, pp. 91-93). Elsie Reichert, in fact, obtained survey data from various schools showing that the number of hours per day and the number of days varied from school to school. (A-26). Further, the prior Collective Bargaining Agreement (A-22) specified that instructors could only work seven (7) hours per day with one half hour for lunch (Article V, Section C1). Thus, nursing students could only be provided 6 ¼ hours of class each day. However, the

change in the new Agreement effective for the 1999-2000 school year (A-23) permitted a lengthening of days. (N.T. 4-6-00 pp. 87-90, 120). Elsie Reichert has been in nursing since 1974 and believes the longer day of seven (7) hours, and a lesser number of school days, is easier on the students. Ms. Reichert emphasized that these seven (7) hour days are not simply filled with instructor's lecturing, but rather allow for use of computers, critical thinking in small groups, library research, and class presentation. (N.T. 4-6-00 at pp. 121-123).

Mrs. Schell takes umbrage to the fact that the actual enrollment for the September 1999 class was twenty-four students. As of August 9 of 1999 only fourteen (14) students had enrolled. However, subsequently grew by 10 students in approximately 20 days. In July 1999, Ms. Reichert embarked on a promotional campaign to get additional students. (N.T. 4-6-00 at p. 116). As part of the process, she made special arrangements with the testing center to obtain the results of the eligibility exams on an expedited basis. (N.T. 4-6-00, p. 117). There was no subterfuge or cover-up as "implied", simply a last minute boost in enrollment, which ultimately dwindled from twenty-four (24) to seventeen (17) by the end of the term. (N.T. 4-6-00 at pp. 118-119).

Dr. Makin likewise addressed this issue in his testimony. He testified he sent Mrs. Schell a letter on September 9, 1999, (A-11) outlining he would be studying the enrollment issue over the next couple of days (N.T. 4-6-00, p. 99). When asked how he accounted for the dramatic increase in students, Dr. Makin responded as follows:

Q: How do you count for that dramatic increase in students over that period of time?

A: Well, first off, on August 9th, when I prepared the letter, there were 14 students enrolled in the program. I do not find it at all strange that between

August 9th and the start of the class we could have picked up an additional ten students. Because at that time, there would have been students in the process of trying to get enrolled, trying to find financial aid and that sort of thing. We're talking about making an investment of \$10,000 to participate in the program. And again, it's not unusual that students postpone that decision as long as possible.

(N.T. 4-6-00, pp. 99-100, Testimony of Dr. Richard Makin).

Despite Mrs. Schell's personal convictions, there is no state law mandatory that two full-time instructors be provided for twenty-four (24) students.⁴ The only applicable state law requires that there be a one instructor to a fifteen (15) student ratio in performing the clinical portions of the program (Joint #1, 49 § 21.191). N.T. 11-9-99, pp. 77-29. Because the clinical aspect is split, the program would only need two (2) instructors if there were thirty (30) students enrolled. (N.T. 4-6-00 at pp. 118-119).

Thus, Mrs. Schell's personal beliefs on how the nursing program should be run are not persuasive nor relevant. When the School's program is in compliance with state law (School Code and Nursing Board Regulations) it is the prerogative of the School to determine how its educational programs and services shall be delivered (accord also 24 P.S. 1106).

⁴ In her testimony on cross examination, Mrs. Schell had to concede this point:

- Q: Do you know of any legal requirement that says the District --- I mean the vocational technical school or the career and technology center needs two instructors for 24 students?
A: Title 49 says the requirements for faculty are a full-time nursing coordinator. And the next line says full-time instructors adequate to provide a 15 to one ratio on the clinical area.
Q: On the clinical area?
A: Yes.
Q: But there's nothing that says that you need two instructors for 24 students, is there?
A: No.

N.T. 4-6-00, p. 84, testimony of Judith Schell.

The second half of Mrs. Schell's argument relative to having two full-time instructors relate to her contention that Elsie Reichert is somehow overstepping her job description (A-25). However, Ms. Reichert's duties and performance are well within her job description specified that the program coordinator is to be involved in both teaching and the clinical aspect of the program, as well as performing the requisite administrative functions. This is also consistent with the State Board of Nursing Regulations (See Joint #1, 49 § 21.191). Basically, Ms. Reichert is performing the same duties and responsibilities as her predecessor, Barbara Tubbs, had done in the past. N.T. 11-9-99, pp. 40-42; N.T. 4-6-00, pp. 124-126. The next portion of Mrs. Schell's argument appears to relate to her economic calculations. N.T. 4-6-00, pp. 20-22. This argument will be addressed specifically under subsection B2 of this brief.

Mrs. Schell's secondary contention appears to surround her feeling that the School used the curtailment/alteration of its practical nursing program as a subterfuge for other factors to furlough her. This simply is not true. Mrs. Schell was furloughed instead of Ms. Sypa because Ms. Sypa, the other full-time nursing instructor, had more seniority. (A-13).

For the foregoing reasons, the School would ask the Joint Operating Committee to affirm the suspension/furlough of Mrs. Schell.

B. The Clearfield County Vocational Technical School did not violate the pertinent provisions of the Public School Code when it suspended/furloughed Judith Schell due to alteration/curtailment of the practical nursing program.

1. Section 1124 of the Public School Code

Section 1124 of the Public School Code provide in pertinent part as follows:

Any board of school directors may suspend the necessary number of

professional employees, for any of the causes hereinafter enumerated:

1) Substantial decrease in pupil enrollment in the school district;

2) **Curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board of school directors, approved by the Department of Public Instruction, as a result of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Department of Public Instruction.**

2. Educational Basis for District Action

The Joint Operating Committee upon the recommendation of the Director, Terry Horton, undertook a comprehensive reorganization of its practical nursing program for the 1999-2000 school year. Terry Horton testified that this alteration was as a result of the declining enrollment in the program and was done so as to save the program itself. (N.T. 11-3-99, pp. 29-36).

Without reiterating the extensive testimony that was put on the record by the administration's witnesses, suffice it to say that the Director and Coordinator of the Practical Nursing Program clearly established that there were sound educational reasons for the foregoing action.

The School submits it is clear from the foregoing that the School had sound educational reasons for its actions when it moved forward to alter/curtail its practical nursing program for the 1999-2000 school year.

DISTRICT'S POSTION

Terry Horton had be the Executive Director at Clearfield County Vocational Technical School

for twelve (12) years.⁵ As part of his duties, Mr. Horton testified that he periodically reviewed various programs to determine how they were running, and reported his conclusions to the Professional Advisory Committee and the Joint Operating Committee. (N.T. 11-3-99 at pp. 18-19). During the 1998-1999 school year, one of the programs Mr. Horton reviewed was the practical nursing program. (N. T. 11-3-99 at p. 19).

Elsie Reichert, the coordinator for the practical nursing program, had been hired in November of 1997. (N. T. 11-3-99 at p. 50). Mr. Horton testified that like her predecessor, Barbara Tubbs, Ms. Reichert was concerned with the declining enrollment and the quality of the students in the program. (N. T. 11-3-99 at p. 24). Consequently, Ms. Reichert gathered enrollment data relative to the School's program and to other programs in the northwest regions and sat down with Mr. Horton to discuss her findings. (N. T. 11-3-99 at pp. 24-25, 55-56; A-1, A-3, A18). In compiling her data, Ms. Reichert looked at various options to keep the nursing program viable and had determined the best option was to reduce the program to one class per year. (N. T. 11-3-00, pp. 57-59, A-1, A-4, A-4c, A-18).⁶

At the time the decision was made, the primary concern was the dwindling number of applicants enrolled for the March, 1999 class (N. T. 11-3-99 at pp. 54-55, A-3). After discussing the alteration of the nursing program with Mr. Horton, he agreed with Ms. Reichert's recommendation and presented the options to the Joint Operating Committee at the February 8, 1999 meeting. (A-4a, 4b, 4c, A-18). The Joint Operating Committee agreed the program should be altered for educational

⁵ Mr. Horton retired from that position on June 29, 1999, at which time Dr. Richard Makin took over the position.

⁶ "The State Board of Nursing recommends only one class be admitted per year. 49 § 21.221(b). The number of candidates for each class shall be determined by the educational and clinical resources which the program can provide."

reasons and approved his recommendations. (A-5).

As a result of the change in the program, one of the two full-time instructors had to be furloughed because Judith Schell had less seniority than the other full-time instructor, Ms. Sypa. Ms. Schell was furloughed and notified accordingly. (A-6, A-10, A-11, A-13). This furlough was not related to Mrs. Schell's performance, but rather her lack of seniority. (A-13). Approval for the alteration/curtailment of the practical nursing program from both the State Department of Education and the State Board of Nursing were requested and provided. (A-7, A-8, A-19, A-20).

Ms. Sypa continued to teach in conjunction with Ms. Reichert. Part of Ms. Reichert's job description as program coordinator entails teaching in the classroom and assisting with the clinical portion of the program. (N. T. 11-3-99 at pp. 50-52, 66, 76-78; A-25) N.T. 4-6-00, p. 125. Title 49 of the Pennsylvania Code at Section 21.191 also delineates part of the duties of a practical nursing program coordinator as instructional. (N. T. 11-3-99, pp. 78-79). Ms. Reichert expended an average amount of time in her instructional duties as compared with other area program coordinators. (A-22).⁷ Ms. Reichert basically handled the same teaching load as her predecessor, Barbara Tubbs. (N. T. 11-3-99 at pp. 42, 83-89, N. T. 4-6-00, pp. 26, 125).

Consequently, valid educational reasons for the alteration in the program are evident and the trier of fact should dismiss Judith Schell's appeal.

3. Clearfield County Vocational Technical School's Actions were proper under the Public School Code.

The School believes everybody involved in the instant process would agree that a budget

⁷ Ms. Reichert requested the survey information compiled at A-22 and can attest from personal knowledge that most area program coordinators are involved in teachers, as well as administrating programs. (N. T. 11-3-99 at pp. 70-

cannot be developed in a total vacuum. The case law to date provides that economics cannot be the sole motivating factor in a layoff situation. The courts have gone on to clarify their position in several decisions holding that it is not improper for school authorities to take into consideration motivations of economy as long as the grounds established by the Public School Code were present. accord. Bednar v. Butler Area School District 410 A.2d 923 (Cmwlth. Ct. 1980).⁸ Despite repeated appeals relative to this issue, Courts in this Commonwealth have been consistent in their rulings.

In Platko v. Laurel Highland School District, 49 Cmwlth.Ct. 210, 410 A.2d 960 (1980), the District suspended six employees due to a substantial decline in pupil enrollment. In that particular case, teachers and the Association argued that the Board's actions were really motivated by economic considerations and the decision of the Board should be set aside. In ruling that there was substantial evidence of record to support that the actions were taken for a legitimate reason under Section 1124 of the Public School Code, the Court noted as follows:

"Appellants would have us determine that it was really economic considerations which triggered the suspensions. While a substantial decline in student enrollment would necessarily have economic implications for the District, the fact remains that the District found that it was the substantial decrease in enrollment which necessitated the suspensions in question here."

Id. at 962.

71):

⁸ Oftentimes, the Association attempts to cite a number of Pennsylvania Supreme Court and Commonwealth Court decisions in support of its positions that furloughs have been motivated for economic reasons. Alberts v. Garofalo, 393 Pa. 212, 142 A.2d 280 (1958); Bragg v. Swarthmore School District, 337 Pa. 363, 11 A.2d 152 (1940); Fatscher v. Board of School Directors, 28 Pa.Cmwlth. 170, 367 A.2d 1130 (1997); Theros v. The Warwick School District, 42 Pa. Cmwlth. 296, 401 A.2d 576 (1979); Eastern York School District v. Long, 46 Cmwlth 209 (1979). What usually does not accompany the argument of the Association is the fact that where there is a valid reason under Section 1124 of the Public School Code that courts have not held that if there is a valid reason under 11-1124, the furlough is improper if the district has considered the effect of the furlough on the financial situation. As will be outlined in the School's brief, Commonwealth Court has consistently held that economic implications are not pertinent if there was a valid reason for the furlough under the Public School Code. accord. Andresky v. West Allegheny School District, 63 Cmwlth. Ct. 222, 437 A.2d 1075 (1981) and Platko v. Laurel Highland School District, 49 Cmwlth.Ct. 210, 410 A.2d 960 (1980).

The same is also true in the instant case. Enrollment has been slowly decreasing over the years in addition to other concerns expressed by not only Ms. Reichert but her predecessor. The record is replete with the testimony as to the basis for the School's alteration/curtailment. In Andresky v. Allegheny School District, 437 A.2d 1075 (Pa.Cmwlt. 1981), the school board adopted a budget of 67.5 mills and voted against any teacher suspensions for the 1978-79 school year. At a special meeting held on June 30, 1978, the School Board rescinded this action by decreasing the millage to 60 mills and establishing a higher teacher/student ratio which resulted in the furlough of seven professional employees and four temporary professional employees. The basis of the Board's decision was substantial decrease in pupil enrollment. The Association challenged the Board's action.

In upholding the Board, the Court stated the following relative to Appellant's argument that the school Board suspended them for economic reasons:

"Appellants next argue that the School Board suspended them for economic reasons, which are not permissible bases for suspensions under Section 1124 of the Code. Appellants contend that, since the enrollment data did not change between the June 21st and June 30th meetings, the School Board was actually motivated by economic considerations in decreasing the millage and setting a teacher/pupil ratio. The record clearly shows, however, that over a five year period the School District's enrollment declined from 3,443 to 3,064 students. We are satisfied that this is a substantial decline in enrollment within the meaning of Section 1124(1), which therefore created the need for teacher suspensions. **In view of this determination, the economic implications for the School District are not pertinent.**"

Id. at 1078. See also, Rosen v. Montgomery County Intermediate Unit No. 23, 495 A.2d 217 (Pa.Cmwlt. 1985), wherein the Court recognized that a suspension precipitated by an "economically motivated curriculum re-organization" would provide a basis for a teacher suspension under Section 1124 of the School Code provided the school board had complied with the procedural requirements of the subsection. Likewise, in Glendale School District v. Feigh, 513 A.2d 1093 (Pa.Cmwlt. 1986)

the court stated as follows:

“While the School District could not suspend Appellee solely for financial reasons, it could, with the approval of the Department, eliminate a non-mandated program for financial reasons. When that occurs, the provisions of Section 1124(2) become operative.”

Id. at 1095.

In Sporie v. Eastern Westmoreland Area Voc., 408 A.2d 888 (Pa.Cmwlt 1979), the Court citing with approval Ehret v. Kulpmont Borough School District, 333 Pa. 518, 5 A.2d 188 (1939), quoted at length Chief Justice Gephart, who wrote for a unanimous Court, as follows:

“To sustain appellee’s contention that a teacher whose department has been discontinued must be retained, and the board compelled to pay her while she is idle, would seriously handicap our educational policies. Many new fields of experimentation have been launched by our school authorities. Some have been found unsuccessful in accomplishing their purpose, and if appellee’s position is upheld, no school board would risk the establishment of any new department, which in the event of failure must be continued or its idle teachers paid.

“As we have stated before, the purpose of the Tenure Act was to maintain an adequate and competent teaching staff, free from political and personal arbitrary interference, whereby capable and competent teachers might feel secure and more efficiently perform their duty of instruction, but it was not the intention of the legislature to confer any special privileges or immunities upon professional employees to retain permanently their position and pay regardless of a place to work and pupils to be taught; nor was it the intention of the legislature to have the Tenure Act interfere with the control of school policy and the courses of study selected by the administrative bodies; nor was it the intention of the legislature to disrupt the school district’s financial scheme, which must be operated upon a budget limited by the Code, that cannot be exceeded except in the manner provided by the legislature. If the teacher must be retained in the circumstances before us, the discretion of the Board over its educational policies would be largely eliminated.

“When an entire department is lawfully abolished for valid reasons, which may include financial ones, in the interest of a more efficient system, the teachers in that department can be dismissed. Economy is desirable in any governmental function, and we cannot so view the present legislation as to prevent the abolition of a department for this purpose.” 333 Pa. 524-25, 527-28, 5 A.2d at 191-92, 193 (footnotes omitted).

Id. at 891.

Basically similar operative facts are present in the instant dispute as were present in the cases cited by the School in support of its actions. Although the School did receive some economic benefit as a result of the alteration/curtailment of its nursing program for the 1999-2000 school year, the fact remains that the School did prove by substantial evidence of record that it had legitimate program reasons for moving ahead. The testimony of the administration's witnesses clearly supports this proposition.

For the foregoing reasons, the School would ask the Joint Operating Committee to deny the appeal of Judith Schell.

C. The actions of the School in furloughing Mrs. Schell were not arbitrary, capricious, discriminatory or in bad faith.

The District provided substantial evidence of record to demonstrate that there was a sound educational reason for its actions. Pennsylvania Courts have consistently held that the decisions of the Boards should not be disturbed absent arbitrary or capricious action on the part of the Board.

The arguments outlined in this Brief beginning on page 11 are incorporated herein as if restated under this heading.

Association counsel stated on the record that it is his belief "... much of what has happened here has singled her out and has perhaps been discriminatory." (N.T. 4-6-00, p. 38). However, this simply is not the case. As the various administrative exhibits demonstrate, there has been a decrease in the number of applicants expressing an interest in the practical nursing program and likewise the class is seeing a decrease over the years in the number of students that start the class and graduate.

(A-3).

Although Mrs. Schell would like to place innuendoes on the record that she was somehow singled out, the fact remains that what is occurring in Clearfield County Vocational Technical School is not unlike what other schools are experiencing across the state. (A-1, A-26). To say that Mrs. Schell has been singled out is clearly against all testimony of record. Although the issue does not need to be belabored, a cursory review of the action by the Joint Operating Committee on February 8, 1999, shows that in addition to moving to operate one class of at least 20 students (versus two classes) per year, and reducing the number of full time instructors, the Joint Operating Committee also approved action that would reduce the work year of the Secretary/Financial Aid Coordinator (220 days to 212 days), the Practical Nursing Coordinator (220 days to 212 days) as well as reducing the work schedule of the student intern secretary by some 70 hours. (A-5).

It is clear that much thought was given to the action taken in this case. In fact, Mrs. Reichert, in addition to providing the initial recommendations to the Joint Operating Committee back in December 1998 (A-1), which also included extensive recruitment efforts for students, but also outlined the actual enrollment trends at the Vo-Tech itself (A-3) in addition to outlining a very comprehensive approach supporting the recommendations to the Executive Director which he in turn made to the Joint Operating Committee for their consideration prior to approving the action to alter/curtail the practical nursing program. (N.T. 11-3-99; pp. 29-36; A-4a, 4b, 4c, A-18).

When all the foregoing is looked at in its totality, it is clear that there was legitimate, nondiscriminatory, nonarbitrary, noncapricious reason to make the recommendation to alter/curtail the educational program. The School secured approval from not only the Department of Education but the State Board of Nursing and both approved the action.

The Administration believes the Association is resorting to desperate measures when it

attempts to demonstrate that the School is somehow out to "get" Mrs. Schell. The issue of the schedules with Mrs. Reichert does not make any sense given the fact that her predecessor, Mrs. Tubbs, likewise taught similar courses the entire time she served in the capacity as Nursing Coordinator. (N.T. 11-3-99, p. 42).

The issue surrounding Mrs. Schell's evaluation and documents that may or may not be in her personnel file is nothing more than a smoke screen. It is clear from the testimony of Dr. Makin (N.T. 4-6-00 p. 107) and Ronda Wisor (N.T. 4-6-00 pp. 112-114) that the claimed missing pages were always available and provided to her. Given the fact that performance issues are not relevant in a furlough situation since 1979, the Administration fails to see the relevance of this testimony except to attempt to leave the reader of the record with the implication that something was not correct when, in fact, when one steps back and takes a look at the matter in its entirety, it is clear that the action taken was a legitimate exercise of the employer's prerogative to have a more efficient and effective educational program.

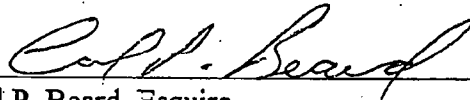
Likewise, as to what should or should not be in a personnel file is of no consequence in this proceeding. A cursory review of the Inspection of Personnel Files Act (43 P.S. 1321, et seq.) as well as other statutory provisions (42 U.S.C. § 12112(d)(3)(B)(C)) provide what should or should not appear in an employee's personnel file. Again, questions along these lines have absolutely no bearing on the matter at hand.

VI. CONCLUSION

We respectfully submit that the district has complied with the law in furloughing Judith Schell.

Based on the foregoing, we respectfully request the trier of fact deny Schell's appeal.

ANDREWS WAGNER AND BEARD

A handwritten signature in cursive script, appearing to read "Carl P. Beard", is written over a horizontal line.

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Technical School

Date: 6/16/00

CLEARFIELD COUNTY VOCATIONAL :
TECHNICAL SCHOOL :

AND :

JUDITH SCHELL :

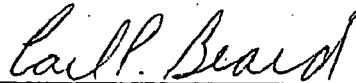
CERTIFICATE OF SERVICE

I do hereby certify that on June 16, 2000, I served an original and one copy of the foregoing Post Hearing Brief of Clearfield County Vocational Technical School as follows:

Regular U.S. Mail

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CLEARFIELD COUNTY VOCATIONAL TECHNICAL
SCHOOL EDUCATION ASSOCIATION

vs.

CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL

JUDITH SCHELL
Furlough Grievance

Hearing held April 6, 2000
Clearfield County Vo-Tech
Clearfield, Pennsylvania
Before Stephen S. Russell, Hearing Officer

MEMORANDUM ON BEHALF OF
JUDITH SCHELL

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I. BACKGROUND

Mrs. Judith Schell is a full-time professional employee of the Clearfield County Vocational Technical School, (hereinafter called the "District"), having been employed full-time since April 3, 1989 as an instructor in the LPN Program, (also referred to as the Practical Nurse Program). She has taught in the District until her furlough, which is the subject of this proceeding. Mrs. Schell was informed of this action of the District by a letter dated February 15, 1999. (Exhibit A-6) The reasons for the furlough as set forth in Exhibit A-6 were for restructuring of the LPN Program as a result of low enrollment.

It has been agreed that Mrs. Schell is the employee with least seniority within the Practical Nursing Program of the District. Her furlough was pursuant to Section 1124.2 of the Public School Code, as amended.

Mrs. Schell was granted a sabbatical leave for medical reasons for the second half of the 1998-99 school year. This medical sabbatical began March 1, 1999. The effect of this sabbatical was to defer the furlough of Mrs. Schell until the beginning of the 1999-2000 school year, sometime in September 1999. See also Exhibit A-13, a letter from Dr. Makin to Mrs. Schell further discussing her sabbatical leave and the effect of the sabbatical on postponing the intended furlough of Mrs. Schell.

In response to the furlough notice from the District, Mrs. Schell did request a Local Agency Hearing on her furlough, which Local Agency Hearing was granted to her. The first hearing, held on November 13, 1999 before representatives of the Joint Operating Committee was conducted by Stephen S. Russell, Esquire, as Hearing Officer.

Following the November 3, 1999 hearing, there was a discussion between counsel for Mrs. Schell and counsel for District relative to re-opening of the record to permit Mrs. Schell to introduce further evidence. As a result of these discussions, a second hearing was granted and same was held on April 6, 2000. Full stenographic records of both hearings have been taken. At the conclusion of the April 6, 2000 hearing, the parties were given leave to submit Briefs or Memorandums of their position. This Memorandum is submitted on behalf of Mrs. Judith Schell in opposition to the furlough.

II. I S S U E S

- I. WHETHER OR NOT THE FURLOUGH OF MRS. SCHELL WAS PROPER UNDER SECTION 1124.2 OF THE PUBLIC SCHOOL CODE, AS AMENDED?

Suggested answer in the negative.

- II. WHETHER OR NOT THE FURLOUGH OF MRS. SCHELL IS PROPER UNDER THE REGULATIONS OF THE STATE BOARD OF NURSING APPLICABLE TO PRACTICAL NURSING PROGRAMS AS SET FORTH IN PENNSYLVANIA CODE TITLE 49, CHAPTER 21, SUB-CHAPTER (b), SECTION 21.141, ET SEQ.

Suggested answer in the negative.

- III. WHETHER OR NOT THE DISTRICT'S FURLOUGH OF MRS. SCHELL WAS AN EFFORT TO REMOVE HER BECAUSE OF HER ALLEGED PHYSICAL DISABILITY OR VISUAL IMPAIRMENT?

Suggested answer in the affirmative.

IV. F A C T S

When Mrs. Schell was hired as full-time teacher/instructor in the Practical Nursing Program, the Program Coordinator was Barbara Tubbs. Mrs. Tubbs was replaced as Coordinator of the Program in December of 1997 by Mrs. Elsie Reichart, current Program Director. When Mrs. Schell went on sabbatical leave in 1998, the LPN Program consisted of 230 or 231 days, depending upon certain holidays, Mrs. Schell and Miss Sypa, the other full-time instructor each worked 212 days.

The LPN Program in the District consists of both classroom and clinical studies conducted in a local hospital. Also historically, the LPN Program consisted of two (2) classes. Sixty (60%) per cent of the course is clinical time and the rest is classroom related studies. The difference between 230 or 231 to 212 days of instruction were covered by substitutes during clinical days.

Also historically, the District's Practical Nursing Program took two (2) classes per year of approximately 16 each for a total of 32. One class would begin in September of the school year and another class would begin in March of the school year so that the classes and sessions were staggered. The current class size for the 1999-2000 school year after the furlough of Mrs. Schell was to be thirty (30) students and one (1) full-time instructor. In fact, the record shows that twenty-four (24) students enrolled in the Practical Nursing Program and twenty-two (22) actually participated. Interestingly, according to District Exhibits, only fourteen (14) students had indicated an interest in the Program as of August 9, 1999 but twenty-four (24) students actually began the course just a few weeks later.

Looking at the historical length of the Practical Nursing Program, there are still more than ample students and days to keep two (2) full-time instructors in the Program. In fact, the quality of the program depends on such.

As stated previously, sixty (60%) per cent of the Program is devoted to clinical activities. Thus, 138 days of the Program is devoted to clinical instruction. Department of Nursing Regulations require that the student teacher ratio can be no more than 15 to 1. Each full-time instructor would devote 138 clinical days to the Program.

Subtracting the 138 clinical days from the 230 Program days, leaves 92 days of classroom time to be divided between the two (2) instructors or 46 classroom instructional days. Forty-six (46) plus the 138 clinical equates to a 184 day work year, which is more than adequate or sufficient teaching time to employ two (2) full-time instructors for a quality program.

Even with the reduced number of students, initially 24, with the new tuition and fee structure of \$10,000.00 per student tuition and \$300.00 fees, the Program is actually generating more revenue for the District than the prior program of two (2) classes.

For example, there was testimony that of the twenty-four (24) students that enrolled, there was attrition for whatever reason of three (3) students leaving twenty-one (21) in the Program. Twenty-one (21) students at \$10,000.00 each, generates \$210,000.00. The student fee of Three Hundred (\$300.00) Dollars is not refundable, so twenty-four (24) students at Three Hundred (\$300.00) each generates an additional \$7,200.00 in fees for a total of at least \$217,200.00. No evidence was provided as to how much, if any of the \$10,000.00 tuition was retained from each of the three (3) students who withdrew.

Historically, the tuition has been \$5,500.00 per student. Multiplying that amount times the historical enrollment of thirty-two (32) students, generated only \$176,000.00 of tuition money. The previous student fee was One Hundred (\$100.00) Dollars each, generating another \$3,200.00 for a total revenue of only \$179,200.00. As the Joint Operating Committee can note, the reduced Program with only one (1) class is generating more revenue than when two (2) classes and two (2) full-time instructors were involved. The District cannot justify the reduction based upon either numbers or revenue.

The reduction of days from 230 to 218 has had a negative impact on the quality of the Practical Nursing Program. The number of Program hours, according to the State Board is 1,526 hours. (T. p. 22) The State Board does not set forth the number of days that is required for a program. Obviously, to fit the same number of Program hours into a shortened school year requires an increase in the number of hours per day. The experience of both Mrs. Schell and Miss Sypa and others has shown that increasing the student theory day to seven (7) hours from the prior six and one-quarter (6 $\frac{1}{4}$) hours was overwhelming to the students and their performance suffers.

In 1994, the District increased the clinical day from 6 $\frac{1}{2}$ hours to 7 hours and the District experienced a notable drop in State Board scores because of the additional one-half hour at the end of the clinical day is not an effective learning tool.

The current Program Coordinator, teaches in the Practical Nursing Program from a low of 34% to 38% per cent of her time to as much as 46 $\frac{1}{2}$ % or more if she did teach some nursing fundamentals. This is apparently necessary now to make the Program ostensibly work, with only one (1) full-time instructor.

Mrs. Reichart testified at page 139 that her teaching had been around 36% and is now 45% as of the time of the hearing.

In August of 1998, Mrs. Schell underwent surgery for a corneal transplant of the right eye. Her right eye was seriously injured in an automobile accident in December of 1967. Of course, when she was employed by the District in 1989, she already had corneal injury. From 1989 until 1998, Mrs. Schell indicates that her vision had deteriorated somewhat in the last few years before her surgery. She did indicate, however, that following the transplant surgery in August of 1998 her vision was much improved.

Mrs. Schell had requested a leave for the purposes of the surgery and subsequent recovery in the first half of the 1998-99 school year. She indicated to the District that she wanted to return on January 4, 1999. (T. p. 36). The District indicated that prior to her return, she would have to obtain an independent medical evaluation. This decision was made by Mrs. Reichart and Mr. Horton, the then Executive Director of the District. Mrs. Schell was quite concerned over this request for the independent evaluation inasmuch as she was never required to have an evaluation of her vision before and of course, following her surgery, her vision was much better.

When Mrs. Schell questioned as to why this independent medical verification would be necessary, she was advised by the District that certain concerns about her performance was brought up. Mrs. Reichart indicated to Mrs. Schell that she had certain concerns about her (Schell's) safety because of her visual impairment. Reichart then raised the issue of student safety concerns and mentioned that she, Reichart, had received some complaints but she refused to disclose the nature or source of the complaint.

Schell was never, prior to her surgery, rated poorly or unsatisfactory or even criticized for her physical capabilities or as to her job performance.

Schell had the independent medical evaluation on January 12, 2000. The District did not get the report until late in January. Schell filed a Grievance on January 31, 2000 over the refusal of the District to return her to work and on February 1st, Schell was contacted to return to work on February 2nd. Schell worked February 3, 4, and 5th, alone with 18 students and then the following week, she worked February 8, 9, 10, 11 and 12th at the hospital.

At noon on February 12th, Schell was given a hand delivered letter, advising her to attend a meeting at 10:00 A.M. on the following Monday concerning job performance concerns. She was advised of the right to counsel at the meeting. Because of the short notice, she was unable to obtain legal counsel but her PSEA representative, Clinton Gibbs, attended the meeting, which was changed to 1:00 P.M. to suit his schedule. At that time, certain unsubstantiated allegations were made about her job performance, such as a nurse manager calling and saying that someone had flushed a disposal washcloth down the drain, clogging the sink. This was an unsecured restroom, accessible by many people, and there was no way to connect this blockage to a failure of Mrs. Schell or the responsibility of any of the students under her supervision.

The next allegation involved a group of students having a very loud, unprofessional discussion in the cafeteria. Mrs. Schell was not in the cafeteria at the time nor was she assigned thereto. It was not part of her job to supervise the cafeteria at that point, as she was doing clinical instruction with other students. (T. pp. 48-49). Another unfounded allegation was that one of the students asked a class officer to go to Mr. Horton and complain that when they asked a question, Schell's only response was to repeat the question and not explain anything. Schell explained that

what had been discussed is that she had only taught those students for one and one-half (1 ½) days and they had asked her to repeat statements which they had missed in their notes. Mrs. Schell said that such a complaint from a class officer would be highly unusual and that it would also be highly unusual for a student to have a class officer go to Mr. Horton. Again, the allegation is spurious and unsubstantiated.

An allegation involved a feeding tube and the complaint was that Mrs. Reichart had to go around the bed to show the students the feeding tube. Schell explained this simply by saying that the feeding pump was on the other side of the bed from where she and the students were and that there was no way to explain the functioning of the tube without going around the bed to see how it worked.

Lastly, a complaint was from one of the students that Mrs. Schell seemed confused about to whom they were giving morphine. She indicated that this was not confusion but rather double checking the names on the medications which is the standard and accepted practice anytime medications are dispensed, especially one such as morphine, to double check names to be sure that it is given to the right patient. In fact, relative to the morphine issue, Schell offered that in checking the chart for a particular patient, an error in the morphine order was noted. A staff member of the hospital had made an error noting and Schell explained to the students why the order was wrong and got it clarified before the medication was given. Nobody in the meeting chose to compliment Schell for this positive action.

At the February, 1999 meeting, Mrs. Reichart indicated that she had a folder of documented complaints relative to Mrs. Schell. She made this statement to Mr. Benesse, then Association

President. However, neither Reichart nor anyone in the Administration ever provided Mrs. Schell or her representatives with any such documented complaints.

Mr. Horton told Elsie Reichart to use Schell for a substitute "or we are going to be sued". (T. p. 56). Also, a discussion at page 56 about Mrs. Sypa, the remaining teacher had to be off on a Friday and a Monday, two different days. Sypa told Schell they were going to hire subs. Schell wasn't contacted to be a sub and they said they weren't hiring subs and it was because of the budget.

Previously, it was indicated that Mrs. Schell was placed on a medical sabbatical for the second semester of the 1998-99 school year. Mrs. Schell clarified that that medical sabbatical began March 1, 1999 for a period of six (6) months. However, that sabbatical was extended until the end of September by the District because of the extension of the school year caused by the Practical Nursing students. Thus, Schell's sabbatical ended September 28, 1999.

As indicated previously, Mrs. Schell has never been rated unsatisfactory, either by way of her physical qualifications or teaching competency. In fact, Mrs. Schell introduced her satisfactory evaluation for the period of May, 1997 through May of 1998. (Exhibit S-7, T.p. 60). Mrs. Schell testified that she signed off on the rating form on March 18, 1998, when that was provided to her. Later, after Schell had reviewed and signed off on the form, handwritten comments by Mrs. Reichart were added to the second page of the document. Schell was never aware that these comments had been added to her evaluation until she received a copy of the rating form along with other material from her file pursuant to a request by her attorney to the District to turn over the contents of Schell's personnel file to her. Upon receipt of those documents, Schell learned that there was a second page added to the rating document. (T.p. 61-63). Interestingly, Exhibit F-8 is a copy of an evaluation for the same period, that is May of 1997 through of 1998 and that document is typewritten. Again, when

Schell received a copy of Exhibit S-8 from the District, she was only provided with one page and later learned that there was a second page to that document as well.

At pages 64 through 65, Schell indicated that upon receipt of her personnel file, she found out that there were numerous items not in her file but which she knew existed. Those items are set forth on Exhibit S-9.

Mrs. Schell has expressed her concern over certain items missing from her file which deal with medical and other issues which she believes have been the real reason for her furlough by the District.

III. A R G U M E N T

I. WHETHER OR NOT THE FURLOUGH OF MRS. SCHELL
WAS PROPER UNDER SECTION 1124.2 OF THE
PUBLIC SCHOOL CODE, AS AMENDED?

Suggested answer in the negative.

II. WHETHER OR NOT THE FURLOUGH OF MRS. SCHELL IS
PROPER UNDER THE REGULATIONS OF THE STATE
BOARD OF NURSING APPLICABLE TO PRACTICAL
NURSING PROGRAMS AS SET FORTH IN PENNSYLVANIA
CODE TITLE 49, CHAPTER 21, SUB-CHAPTER (b), SECTION
21.141, ET SEQ.

Suggested answer in the negative.

III. WHETHER OR NOT THE DISTRICT'S FURLOUGH OF MRS.
SCHELL WAS AN EFFORT TO REMOVE HER BECAUSE OF
HER ALLEGED PHYSICAL DISABILITY OR VISUAL
IMPAIRMENT?

Suggested answer in the affirmative.

The furlough of Mrs. Schell in this case is not based on compelling necessity nor substantiated by credible facts or evidence. The furlough action is arbitrary, capricious and discriminatory based upon the facts set forth hereinabove, which will not be repeated in the Argument.

The analysis of the State Board of Nursing Regulations will likewise show that this furlough stands in violation of the State Board of Nursing Regulations and is thus unlawful, arbitrary, capricious and discriminatory.

Paragraph 21.191, Faculty and staff complement. 49 Pa. Code §21.191, provides as follows:

“The minimum faculty and clerical personnel required in each program is as follows:

- (1) A full-time nurse director or nurse coordinator.
- (2) Full-time nursing instructors must be adequate in number to provide a maximum student-teacher ratio of 15 to 1 in the clinical area.
- (3) Additional instructors consistent with the size and needs of the programs.
- (4) Adequate secretarial assistance.”

It is important to note that the Regulations of the State Board of Nursing are not advisory but are as binding upon an educational facility operating a Practical Nursing Program as the Regulations of the State Department of Education are binding on a school district operating under the purview of the Department of Education. Thus, in this case, the District must comply not only with the Public

School Code and the regulations of the Department of Education, but since it is operating a Practical Nursing Program, it must abide by the Regulations of the State Board of Nursing as well.

Reference to Section 29.191(1) shows a clear violation of the regulations in this case. Sub-paragraph (1) clearly states:

"A minimum faculty and clerical personnel required in each program is as follows:

(1) A full-time nurse director or nurse coordinator." (Emphasis mine)

A quick reference to the record, at page 139, Ms. Reichart testified as follows:

In response to a question concerning an estimate of her teaching time, her answer was: "The last time I looked, it was around 36%; it may be 45% now."

She went on to say that is classroom and clinical together. While there may be some slight leeway as to what constitutes full-time, it is asserted on behalf of Mrs. Schell that indeed full-time means just that: full-time. 36% to 45% of clinical and classroom instruction by Ms. Reichart, does not constitute her as a full-time nurse director or nurse coordinator. Clearly, the District in its new nursing program, has violated the State Board of Nursing Regulation, making the new program illegal and the furlough of Mrs. Schell invalid.

Sub-paragraph (2) of Section 21.191 requires that full-time nursing instructors must be adequate to provide a maximum student-teacher ratio of 15 to 1 in the clinical area.

As the reduced Practical Nursing Program was structured with the impending furlough of Mrs. Schell in mind, there were 24 students in the Program. (T.p.118). Even though due to attrition for various reasons, there are only 17 students in the Program as of the date of the April, 2000 hearing, however, the validity of this Program must stand or fall as it was initially intended or

proposed, that is, based upon 24 students. The Program cannot comply with the State Board of Nursing Regulations with 24 students, and clearly not with as many as 30 students as Reichart postures at page 119 of the Testimony. Twenty-Four (24) or 30 students would require the class to be divided in some fashion to provide no more than 15 to 1 student teacher ratio in the clinical area. That would presuppose that a second instructor would be teaching one group in classroom instruction while another instructor was dealing with students in the clinical area or that simply there were two groups of clinical students in the hospital. In order to so divide or separate the classes, i.e., one group in clinical while another is in classroom, that would require two (2) full-time nursing instructors. The Program as constituted clearly only has one (1) full-time instructor, Mrs. Sypa. Again, the District is operating this Program illegally by having Ms. Reichart, who should be a full-time director or coordinator, function as a part-time nursing instructor.

The Program violates Section 21.191 in two (2) respects: 1. Reichart is not operating as a full-time director or coordinator; and 2. She is be acting as a part-time instructor, which does not meet the mandate of enough full-time instructors to provide a maximum student teacher ratio of 15 to 1.

Section 21.204 of the State Board of Nursing Regulations requires that changes to curriculum, program and so forth must be submitted to the Board for approval. Although there was correspondence to the State Board of Nursing, (Exhibit A-19 of the November, 1999 hearing), and that approval was obtained by a letter from the Board dated March 17, 1999, Exhibit A-20 of the November, 1999 hearing, it is averred that this approval process was flawed.

The Joint Operating Committee's attention is referred to the second paragraph from the end of the March 10th letter of Mrs. Reichart to the State Board of Nursing, Exhibit A-19. This paragraph states as follows:

"One full-time faculty member, Judith Schell, RN, BSN, was to be furloughed for the period of March 1, 1999-August 30, 1999, however, she was granted a sabbatical leave beginning March 1, 1999 for a six (6) month period. Qualified instruction will continue with full-time faculty during the transition period. We plan to conduct a needs assessment for a part-time program during this transition."

As worded, this paragraph misrepresented to the State Board the circumstances of the furlough of Mrs. Schell and this implied to the Board that Mrs. Schell would continue to teach following her six (6) month sabbatical. Note that the paragraph states that Mrs. Schell was to be furloughed just for the period of March 1, 1999 until August 30, 1999. This would only have been the second half of the 1998-99 school year.

The letter then states that she was granted a medical sabbatical for essentially that same period. The message of that paragraph is two-fold. One, that the furlough would have only been through August 30, 1999 and that rather than a furlough for that period, she was on a sabbatical leave for that same period. The implication is that upon the end of either of the sabbatical or the furlough, Mrs. Schell would be back to full-time teaching for the 1999-2000 school year. Thus, even though the District has requested the Program to admit only one class per year, there is no approval to reduce the staff from two (2) full-time teachers, i.e., Sypa and Schell, to one (1) full-time teacher, Ms. Sypa. The approval procedure in this case is fatally and irrevocably flawed. Again, the entire process of this furlough is arbitrary, capricious and discriminatory.

The Joint Operating Committee's attention is referred to Exhibit A-20 of the November, 1999 hearing, the letter from the State Board which states in the middle paragraph as follows:

"Additionally, you have indicated that adequate, qualified, full-time faculty would be provided. Therefore, the proposal is approved as submitted."

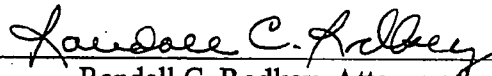
Again, it was submitted that Schell would be back to teach after August 30, 1999. There is nowhere in the March 10, 1999 letter (Exhibit A-19) stating that both of the full-time faculty would not be available for the 1999-2000 school year.

Three (3) serious violations of the State Board of Nursing Regulations occur here: 1. Miss Reichart who is the program director or coordinator, is not full-time. The fact that her job description permits teaching and that her predecessor taught, does not excuse the ongoing violation. For whatever reason, this violation was not asserted before, but is now being raised before the Joint Operating Committee as a blatant violation of the State Board of Nursing Regulations. Second, there is not adequate full-time nursing instructors to provide a maximum 15 to 1 student teacher ratio in the clinical area. To do so does requires Reichart to teach up to 45% of her time, which is a violation of both subparagraph (1) and subparagraph (2) of Section 21.191.

The final violation is the approval of the State Board of Nursing for the change in program as set forth in Section 21.204 of the Regulations. The approval request was, at worst, intentionally misleading and, at best, inadvertently misleading but misleading nonetheless and makes the approval process with the Department fatally flawed.

IV. CONCLUSION

In view of the foregoing facts, argument and regulatory considerations, the furlough of Judith Schell as full-time nursing instructor from the District for the 1999-2000 school year and thereafter is defective as in violation of law and is arbitrary, capricious and discriminatory and therefore must be set aside.

A handwritten signature in cursive script, reading "Randall C. Rodkey", is written over a horizontal line.

Randall C. Rodkey, Attorney for
Judith Schell
300 Penn Traffic Building
Johnstown, PA 15901
(814) 535-3513

Exhibit 4

***Clearfield County Career and Technology Center
Re-Organizational Meeting of December 6, 2000***

The Re-organizational meeting of the Clearfield County Career and Technology Center was called to order by Board Secretary, Ronda Wisor, at 6:40 PM in the Restaurant of the Career Center, on Wednesday, December 6, 2000.

- Pledge of Allegiance** All persons present recited the Pledge of Allegiance to the American Flag.
- Roll Call** The following members were present: David Shimmel, Wanda Cidor, Kenneth Veihdeffer and Gerard DuBois.
Absent were: Allen Lynn Hopkins due to a work related obligation and Shawn Ward.
- Also present: Superintendent of Clearfield Area School District, Dr. William Wunder; Director, Dr. Richard C. Makin; Assistant Director, Mr. William Carbone; Brandi Welch of the Progress; Stephen Russell, Esquire of the Stock and Leader Law Firm, Charles Franson, Auditor with Walter Hopkins & Company and Board Secretary, Ronda Wisor.
- Public Comment** None
- Election of Temporary Chairperson** Motion by Shimmel, seconded by DuBois to elect Wanda Cidor as Temporary Chairperson from the Hold-over Committee. Unanimous approval. Motion carried.
- Election of Chairperson** Mrs. Cidor called for nominations of a Chairperson for the upcoming year. Motion by Veihdeffer, seconded by DuBois to elect David Shimmel as Chairperson of the Clearfield County Career & Technology Center for the upcoming year.
Roll Call Vote: Shimmel, yea; DuBois, yea; Cidor, yea; Veihdeffer, yea. Motion carried.
- Election of Vice-Chair** Mr. Shimmel called for nominations of a Vice-Chairperson for the upcoming year. Motion by Cidor, seconded by Veihdeffer to elect Shawn Ward, representative of the West Branch School District as Vice-Chairperson for the Clearfield County Career and Technology Center for the upcoming year.
Roll Call Vote: DuBois, yea; Cidor, yea; Veihdeffer, yea; Shimmel, yea. Motion carried.
- Appointment of Superintendent** Mr. Shimmel called for nominations of a Superintendent of Record for the upcoming year. Motion by Cidor, seconded by Veihdeffer to appoint Dr. William Wunder as Superintendent of Record for the Clearfield County Career Center for the upcoming year. Unanimous approval. Motion carried.
- Appointment of Solicitor** Mr. Shimmel called for nominations of a Solicitor for the Career Center. Motion by Veihdeffer, seconded by DuBois to appoint Carl P. Beard from Andrews, Wagner & Beard as Solicitor @ \$90.00/hour for the Clearfield County Career Center for the upcoming year. Unanimous approval. Motion carried.
- Treasurer** Mr. Shimmel called for nominations of a Treasurer for the Career Center. Motion by DuBois, seconded by Veihdeffer to appoint Sharon E. Welker as Treasurer of the Clearfield County Career Center for the upcoming year. Unanimous approval. Motion carried.
- Legislative Chairperson** Mr. Shimmel called for nominations of a Legislative Chairperson for the Career Center. Motion by Veihdeffer, seconded by DuBois to nominate Wanda Cidor as Legislative Chairperson for the Career Center for the upcoming year. Unanimous approval. Motion carried.

*Clearfield, Ca. Career & Technology Center
Operating Committee Minutes
Re-organization Meeting of 12/06/00*

Time & Place of Meetings Motion by Cidor seconded by DuBois to retain the second Monday of the month at 6:30 PM for the Work Sessions and the Regular Meetings immediately following in the Restaurant of the Career Center. Unanimous approval. Motion carried.

Minutes The committee reviewed the minutes of 11/13/00. Motion by Cidor, seconded by Veihdeffer to approve the November 13, 2000 Work Session and Regular Meeting Minutes. Unanimous approval. Motion carried.

Executive - Session A motion was made by Veihdeffer, seconded by DuBois to enter into Executive Session to discuss a personnel litigation matter. Executive Session began at 6:50 PM. Regular Meeting reconvened at 7:10 PM.

Administrative Reports Dr. Makin advised the committee on the following:

1. He welcomed Charlie Franson, Auditor, from Walter Hopkins and Company. He thanked Mr. Franson for all of his help with the transition of the Business Manager position and turned the meeting over to him to give the audit report.

Audit Report Mr. Franson passed out finding reports to board members and reviewed the audit report for the period ending 6/30/00. He said the only difference between the home schools and the Career Center is the fund balance. The Career Center's fund balance is made up entirely of interest accumulated over the year which is put into a Reserve for Maintenance Account and the Practical Nursing Program. This year the PN Program had a significant turnaround due to the cutback in expenditures and only running one class. They made \$32,000 back, but still had a shortage of \$19,000 due to last year's losses. Evening School and the HCI program made a profit. Profits reduce what the operating schools have to pay in. The only amount in the fund balance-Deferred Maintenance Account is from interest earned. The PELL Audit is done yearly for the PN Program and is routine. There were no findings in either audit. There is an unqualified opinion. Operating status is fine. The JOC had no questions.

Dr. Makin thanked Mr. Franson and indicated that he was pleased with the Audit report findings.

2. Dr. Makin welcomed Dr. Wunder and Mr. Shimmel as incoming Superintendent of Record and JOC Chairperson. He also welcomed the return of Kenneth Veihdeffer who had been absent due to another obligation.
3. Wal-Mart will no longer accept charges made at the store without a charge card account. Dr. Makin would like to develop guidelines for the use of such a charge card, only allowing approximately 4 people to have permission to charge and placing a maximum charge limit on the card. It will be handled through the Business Office with the Business Manager authorizing its use.
4. Practical Nursing Job Descriptions are enclosed for an updated approval, which is necessary to stay consistent with the National League for Nursing Accrediting Commission. The two changes requested are the name change of the school and the listing under qualifications to read; A master's degree in nursing is preferred. The current description reads that a baccalaureate degree is required.
5. The interim Act 48 plan approved by the board at an earlier date has been approved by PDE and is effective until September 2001.
6. House for Habitat update was given. Dr. Makin stated that the house is sitting on its foundation and was moved on 12/4/00. A large article was done by the Progress. The move went very well and the total cost of the move to Habitat was \$3650. Dr. Makin commended the instructors, Mr. Steffan, Mr. Skupien and Mr. Rumfola and all of the students who were involved in this project for making it so successful. The family may be in by 12/31/00 and thank you letters will go out to all who had a part in the project. Dr. Makin also thanked the JOC for their support.

*Clearfield Co. Career & Technology Center
Operating Committee Minutes
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7. The Career Center has made application as part of a consortium with the Central Intermediate Unit 10 for the Educate America Grant in an effort to raise academic standards. The Career Center is seeking \$17,000 for Professional Development.
8. Dr. Makin has received a request from Melissa Phelps to reduce the Practical Nursing Secretary/Financial Aid Coordinator position from a 225-day contract to a 212-day contract and from an 8-hour workday to a 7-hour workday. With the changes that have occurred in the program, mainly lower enrollment, this is feasible as per discussed with the PN Coordinator.
9. Dr. Makin explained that the Truck Driving School at IUP has recently closed and turned the meeting over to Mr. Carbone, Assistant Director for elaboration.

- Assistant Director** Mr. Carbone explained that with the closing of the TDT Program at IUP on 11/30/00 the equipment became available for use by another facility. A list of the equipment that we are seeking JOC approval to use is from the Department of Labor and Industry to include a 1991 Navistar International Truck Tractor, a 1998 Dorsey Van Trailer and a Million-Mile challenge multi-media program package with computer and a Gateway Computer. Mr. Carbone indicated that North Central played a large part in getting the equipment for our use. The cost is 0 for us to use the equipment with the exception of repairs, routine maintenance, and licensing costs. If we close our program we simply send back the equipment to the Department of Labor. The next TDT class at the center begins on 12/11/00 and 7 students are enrolled. Mr. Carbone stated that it is his goal to save the program and that the need is out there for the jobs.
- Spring Adult Ed Evening School** Mr. Carbone passed out the tentative Spring Adult Ed evening class schedule and asked for approval. Classes will stagger their start times beginning in mid January. Mr. Carbone indicated that he has worked with LHU so as not to overlap with their course offerings.
- Superintendent** Dr. Wunder said he looked forward to his position as Superintendent of Record and that he feels very comfortable already and feels a good connection.
- Committee Discussion** The committee asked Dr. Makin about advertising the school name on the TDT trailers. Dr. Makin indicated the reason that our Auto Body program cannot paint on the trailers is that they do not fit in the bays for painting. He will look at different options that the school may have and report back in January.
- Accounts Payable** Motion by Cidor, seconded by DuBois to approve the Bills Paid to be Approved, \$130,456.01 and the Bills to be Approved & Paid, \$63,661.60
Roll Call Vote: Shimmel, yea; DuBois, yea; Cidor, yea; Veihdeffer, yea. Motion carried.
- Financial Statements GF/SAF & Treasurer Report** Motion by Veihdeffer, seconded by DuBois to approve the Financial Statement for the General Fund and Student Activity Fund and General Fund Treasurer Report and place on file until audited.
Roll Call Vote: DuBois, yea; Cidor, yea; Veihdeffer, yea; Shimmel, yea. Motion carried.

*Clearfield Co. Career & Technology Center
Operating Committee Minutes
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Agenda Employment/ Resignations Dr. Wunder Supt. Of Record	The Operating Committee employ the Superintendent of Record Dr. William Wunder with compensation of \$4360.19/year (which includes a 2.4% Cost of Living Increase) to be paid in 12 equal payments beginning in December 2000. Payment will be the last pay of the month. Motion by Cidor, seconded by Veihdeffer to employ Dr. William Wunder as Superintendent of Record with compensation of \$4360.19/year (which includes a 2.4% Cost of Living Increase) to be paid in 12 equal payments beginning in December 2000. Payment will be the last pay of the month. Roll Call Vote: Cidor, yea; Veihdeffer, yea; Shimmel, yea; DuBois, yea. Motion carried.
Old Business Litigation Settlement	Motion by Cidor, seconded by Veihdeffer to table voting on a litigation settlement due to insufficient members present until the next meeting, in a memo dated May 5, 2000 from Dr. James Lebda on the July 2000 Account Payable Listing. Roll Call Vote: Veihdeffer, yea; Shimmel, yea; DuBois, yea; Cidor, yea. Motion carried.
Enrollment Policy 2nd Reading	Propose the Operating Committee approve the second reading of the Enrollment Policy for the Career Center, to become effective upon approval. Motion by DuBois, seconded by Veihdeffer to approve the second reading of the Enrollment Policy for the Career Center to become effective immediately. Roll Call Vote: Shimmel, yea; DuBois, yea; Cidor, yea; Veihdeffer, yea. Motion carried.
New Business Audit Reports F/Y 6/30/00	The Operating Committee accept the Audit Report to include the PELL Audit for the Practical Nursing Program for the Fiscal Year ended 6/30/00 prepared by Walter Hopkins & Company. Motion by Cidor, seconded by Veihdeffer to accept the Audit Report to include the PELL Audit for the Practical Nursing Program for the Fiscal Year ended 6/30/00 prepared by Walter Hopkins & Company as presented. Roll Call Vote: DuBois, yea; Cidor, yea; Veihdeffer, yea; Shimmel, yea. Motion carried.
PN Job Description Revisions	The Operating Committee approve the PN Instructor and Substitute Instructor Revised Job Descriptions in order to comply with the National League for Nursing Accrediting 99-00 standards. Motion by DuBois, seconded by Cidor to approve the PN Instructor and Substitute Instructor Revised Job Descriptions in order to comply with the National League for Nursing Accrediting 99-00 standards. Roll Call Vote: Cidor, yea; Veihdeffer, yea; Shimmel, yea; DuBois, yea. Motion carried.
Spring Adult Ed	The Operating Committee approve the Spring 2001 Adult Education Evening Programs to be offered. Motion by Cidor, seconded by Veihdeffer to approve the Spring 2001 Adult Education Evening Programs to be offered. Roll Call Vote: Veihdeffer, yea; Shimmel, yea; DuBois, yea; Cidor, yea. Motion carried.

TDT Equip. Transfer The Operating Committee approve transfer of TDT equipment from the Department of Labor & Industry to CCCTC to include a 1991 Navistar International Truck Tractor, a 1998 Dorsey Van Trailer, a Million-Mile challenge multi-media program package with computer and a Gateway computer.

Motion by Veihdeffer, seconded by DuBois to accept TDT equipment from the Department of Labor & Industry to CCCTC to include a 1991 Navistar International Truck Tractor, a 1998 Dorsey Van Trailer, a Million-Mile challenge multi-media program package with computer and a Gateway computer.

Roll Call Vote: Shimmel, yea; DuBois, yea; Cidor, yea; Veihdeffer, yea. Motion carried.

Tuition Refund The Operating Committee approve a tuition refund per the Adult Education refund policy in the amount of \$350.00 to Robert Hallman.

Motion by Cidor, seconded by DuBois to approve a tuition refund per the Adult Education refund policy in the amount of \$350.00 to Robert Hallman.

Roll Call Vote: DuBois, yea; Cidor, yea; Veihdeffer, yea; Shimmel, yea. Motion carried.

Schell Adjudication The Operating Committee adopt the Adjudication and suspend Judith Schell pursuant to 24 P.S. 11-1124 (2).

Motion by DuBois, seconded by Cidor to adopt the Adjudication and suspend Judith Schell pursuant to 24 P.S. 11-1124 (2).

Roll Call Vote: Cidor, yea; Veihdeffer, yea; Shimmel, yea; DuBois, yea. Motion carried.

PN Secretary Hours/Days Reduced The Operating Committee approve the request of PN Secretary/Financial Aid Coordinator to reduce the number of working days per year from 225 to 212 and from an 8-hour workday to a 7-hour workday per her request.

Motion by Veihdeffer, seconded by DuBois to approve the request of PN Secretary/Financial Aid Coordinator to reduce the number of working days per year from 225 to 212 days and from an 8 hour workday to a 7 hour workday per her request.

Roll Call Vote: Veihdeffer, yea; Shimmel, yea; DuBois, yea; Cidor, yea. Motion carried.

Wal-Mart Charge Acct. The Operating Committee approves the use of a Wal-Mart Charge Card to be used under guidelines established by the director.

Motion by Cidor, seconded by DuBois to approve the use of a Wal-Mart Charge card to be used under guidelines established by the director.

Roll Call Vote: Shimmel, yea; DuBois, yea; Cidor, yea; Veihdeffer, yea. Motion carried.

Items of Information

- L-1 Second Reading of the Enrollment Policy for the Career Center.
- L-2 Practical Nursing Program Revised Job Descriptions.
- L-3 Newspaper Articles of CCCTC Student Involvement.
- L-4 Professional Advisory Council Meeting Minutes of November 29, 2000.

Adjournment Motion by DuBois, seconded by Veihdeffer to adjourn the meeting at 7:55 PM.

Respectfully Submitted,

Ronda J. Wisor

Ronda J. Wisor,
Board Secretary

**JOINT OPERATING COMMITTEE OF THE
CLEARFIELD COUNTY VOCATIONAL TECHNICAL SCHOOL**

ADJUDICATION

**IN THE MATTER OF THE HEARING
FOR JUDITH S. SCHELL**

FINDINGS OF FACT

1. A hearing was held for Judith S. Schell (hereinafter referred to as "Schell") on November 3, 1999 and April 6, 2000¹, before a committee of the Joint Operating Committee (hereinafter referred to as the "JOC") of the Clearfield County Vocational Technical School (hereinafter referred to as the "School").
2. Members of the Committee voting on this matter either attended the hearings or had the opportunity to review the record.
3. The hearings were stenographically recorded and all witnesses testified under oath. Briefs by counsel for both parties were timely filed.
4. Stephen S. Russell, Esquire of the law firm of Stock and Leader, A Professional Corporation, acted as hearing examiner on behalf of the JOC. Carl P. Beard, Esquire, Altoona, Pennsylvania represented the School's administration at the hearing. Randall Rodkey, Esquire of Johnstown, Pennsylvania represented Schell. At the second hearing, Schell was also represented by Joseph Colavecchi, Esquire of Clearfield, Pennsylvania.
5. The purpose of the hearings was to determine whether Schell should be suspended from employment pursuant to Sections 1124 and 1125.1, 24 P.S. §§ 11-1124 and 11-1125.1 of the Public School Code of 1949, as amended, due to the curtailment and alteration of the School's Practical Nursing Program.
6. These hearings were held pursuant to the School Code and the Local Agency Law.
7. Both parties were provided full opportunity to present and to cross-examine all witnesses. Both sides were very ably represented by their respective counsel.

¹References to the first hearing will be noted as "N.T. I _____"; the second hearing will be "N.T. II _____".

8. Schell has been a full-time Instructor in the School's Practical Nursing Program since April 3, 1989. (N.T. I, p. 13) She is the least senior of the two (2) nursing instructors. (N.T. I, p. 106)
9. The School has a Practical Nursing/LPN Program in place (hereinafter referred to as the "Program"). It is a full-time adult program. (N.T. I, pp. 18, 49), operating two (2) classes prior to the action in question being taken.
10. The JOC had been given information in late 1998 and early 1999 concerning attendance in the Program. (N.T. I, p. 20, Exhibit A-1)
11. The Collective Bargaining Agreement affecting Schell's employment requires sixty (60) days notice to be given prior to any change in job duties. (N.T. I, p. 21) Such a notice was give to Schell (N.T. I, pp. 21-22, Exhibit A-2), under date of December 29, 1998.
12. Ms. Elsie Reichart, PN Coordinator, prepared a tally of the enrollment in the program from the March 1994-95 class to the September 1998-99 class. (N.T. I, pp. 54-55, Exhibit A-3)
13. At its meeting on February 8, 1999, Mr. Horton, Director of the School, presented a recommendation to the JOC concerning the Program. (N.T. I, pp. 29-33, Exhibits A-4a, A-4b, and A-4c) In his recommendation, Mr. Horton, pursuant to 24 P.S. §11-1124(2), recommended that in order to promote a more effective and efficient educational system and to conform with standards of reorganization that the Program be restructured and other changes be made. This would result in Schell being furloughed or "suspended" as the term is used in law. As of January 28, 1999, only ten (10) applicants met the qualifications for enrollment.
14. At its February 8, 1999 meeting, the JOC:
 - a. Approved the restructuring;
 - b. agreed to operate one class;
 - c. reduced the program to one (1) full time instructor;
 - d. reduced the work year of the Secretary/Financial Aid Coordinator by ten (10) days;
 - e. reduced the work year of the Practical Nursing Coordinator by ten (10) days; and
 - f. reduced the work schedule of a student intern secretarial position by seventy (70) hours.(N.T. I, pp. 33-34, Exhibit A-5)

15. Schell was advised of the JOC's actions. (N.T. I, p. 34, Exhibit A-6) She was notified of her furlough² and a right to a hearing before the JOC.
16. Mr. Horton contacted the Pennsylvania Department of Education to seek its approval. (N.T. I, p. 35, Exhibit A-7) Said request was approved (N.T. I, p. 36, Exhibit A-8) Approval was also obtained from the State Board of Nursing. (A-20)
17. Schell was furloughed, beginning with the March, 1999 class. (N.T. I, p. 37) Schell sought and was granted a medical sabbatical leave from March 1, 1999 until September 24, 1999. (N.T. II, p. 58, Exhibit A-9)
18. Both Ms. Reichart and her predecessor have taught some courses while serving as the coordinator or supervisor (N.T. I, p. 42) of the Program. (N.T. I, pp. 83-91)
19. At one time the program had a supervisor/coordinator, a secretary who became the secretary/financial aid coordinator and two (2) full-time instructors (N.T. I, pp. 43-46), and two (2) classes of students per year, one starting in March and one starting in September.
20. Ultimately, Ms. Reichart recommended to Mr. Horton and the JOC that the School have one class per year. (N.T. I, pp. 57-62, Exhibit A-18) This change was also approved by the State Board of Nursing. (N.T. I, pp. 63-64, Exhibits A-19, A-20)
21. Schell is not challenging the fact that there has been a decline in pupil enrollment in this program. (N.T. I, pp. 75, 93)
22. Ms. Reichart surveyed other schools as to the status of their programs (N.T. I, pp. 76-77, 80-81; Exhibit A-22) and they had similar histories.
23. The Program needed approximately twenty (20) tuition paying student to be a supportive program. A maximum of thirty (30) could have been accommodated according to space at available clinical facilities. (N.T. I, pp. 94-97, 102-103)
24. As of August 9, 1999 fourteen (14) students registered for the program (A-11). After a big "push" to get more students, twenty-four (24) were actually enrolled when school began. (N.T. II, pp. 116-118) Seven (7) dropped out leaving a total of seventeen (17) students in the program.

²"Furlough" and "suspension" are used synonymously. Suspension is the statutory term and furlough is the more commonly understood term used in layoff situations.

CONCLUSIONS OF LAW

1. Schell is a professional employee of the School. As such she is entitled to the safeguards of 24 P.S. §§11-1124 and 11-1125.1 if/when she is furloughed.
2. Schell was the least senior professional employee in her area of certification. She was an instructor in the Program.
3. There is no challenge to the fact that there has been a decline in enrollment in the Program.
4. Other, similar programs have been and are expressing similar declines in enrollment and in their programs in the Commonwealth.
5. On February 8, 1999, the JOC approved a restructuring of the Program based upon Section 1124(2) of the Public School Code of 1949, as amended, 24 P.S. §11-1124(2), to promote a more effect and efficient educational system, and to conform with standards of reorganization.
6. Schell was properly advised of the action of the JOC. Her furlough was to be effective March 1, 1999. However, she took a medical sabbatical leave of absence until September 24, 1999. Schell's furlough become effective at the completion of her sabbatical.
7. The Pennsylvania Department of Education approved the School's request to alter the educational program pursuant to 24 P.S. §11-1124(2), to conform with standards of organization.
8. Section 1124 of the School Code provides the sole reasons for the furlough of professional employees. *Theros v. Warwick School District*, 494 Pa. 109, 430 A.2d 268 (1981); *Hritz v. Laurel Highlands School District*, 648 A.2d 108 (Pa. Cmwlth. 1994), *appeal den'd*, 540 Pa. 634, 658 A.2d 797.
9. 24 P.S. §11-1124(2) states that one of the reasons for suspension of professional employees is:

"(2) Curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board of school directors, approved by the Department of Public Instruction, as a result of a substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Department of Public Instruction. . ."

10. The School operated properly in suspending Schell from employment and then granting her a Local Agency hearing. *Krupinski v. Vocational Technical School of Eastern Northhampton County*, 554 Pa. 58, 674 A.2d 683 (1996).

11. Pursuant to Section 1124, the JOC must establish:

- a. a. curtailment of the educational program on recommendation of the superintendent (Director);
- b. concurrence by the board of directors or the JOC; and
- c. approval of the Department of Public Instruction (now the Department of Education).

Coyle v. Middle Bucks Area Vocational-Technical School, 654 A.2d 15 (Pa. Cmwlth. 1994). This has been done in this case, to the satisfaction of the statutory requirements. This occurred on February 8, 1999 when the JOC voted to:

- a. approve restructuring of the Practical Nursing Program;
- b. operate one class instead of two (2);
- c. reduce one (1) full-time nursing instructor -- Schell;
- d. reduce the work year of one (1) Secretary/Financial Aid Coordinator;
- e. reduce the work year of the Practical Nursing Coordinator; and
- f. reduce the work schedule of the student intern secretarial position.

(as noted in the Board minutes of February 8, 1999, Exhibit A-5)

12. Boards of school directors are required to employ the necessary qualified professional employees to keep the schools open. 24 P.S. §11-1106. The JOC has done so.
13. The alteration of the Program has been consistent with Section 1124 of the School Code as well as all relevant regulations of the State Board of Nursing.
14. The JOC has not acted in an arbitrary and capricious fashion in restructuring the Program and ultimately furloughing Schell.

15. Schell suggests that the JOC was arbitrary in its treatment of her. While she suggests that certain matters were missing from her personnel file, testimony suggests that all documentation that she sought or could have sought was available. While she suggests certain items were not present in her personnel file that is irrelevant for at least three (3) reasons. First, regardless of the state of her file, the JOC has still clearly established its reasons for the curtailment and alteration of the program. Second, ratings of a professional employee are irrelevant when it comes to the furloughing of staff pursuant to the School Code. Third, "much ado about nothing" was raised over matters not being in her "personnel" file. However, not everything goes into that particular file or must go into it or, perhaps, can go into it. For example, the Americans with Disabilities Act requires that all medical information pertaining to an employee must be contained in a separate file. Also, grievances filed by members of bargaining units are generally kept in a separate grievance file. Further, the Personnel Files Act, 43 P.S. §1321 set forth those items which are part of a "personnel file" as well as items that are excluded. Examples of the latter include letters of reference, investigatory matters, grievance procedures, and medical records. Also, Schell has had an opportunity to review her personnel file at any reasonable time. 43 P.S. §1322.
16. The Program does operate within the requirements of the State Board of Nursing, including 49 Pa. Code §21.191.
17. Schell alleged that the program offered impacts negatively on the students, the student day, and the quality of instruction. She has not met her burden of proving an arbitrary action by the JOC. The testimony of Ms. Reichart supports the credibility of the decision. Upon being recalled and questioned about the student day as to length and quality, she stated (and it is found that her testimony is credible):

"Q. Now, there was testimony previously about going from a six-and-a-half hour, I guess, day with the students in the program to a seven-hour day. Are you familiar with that?

A. Yes, I am.

Q. How did that come about?

A. It's actually a six-and-a-quarter hour day that was the class days and the clinical schedules were seven hours. And when I came to the program I asked Mrs. Tubbs why that was set that way because if you read the regulations, it says that students can be scheduled up to 35 hours a week. Well, a week is five days. Thirty-five (35) hours in a week would give you the equivalency of five days. And

she said it was because of the bargaining unit contract that the instructors could only work seven hour days and 30 minutes of that had to be lunch time. And so they went with class days that were less. And for the clinical area that there had been an agreement in the bargaining unit that there would be seven hour clinical days.

Q. Now, how long have you been a nurse?

A. In nursing?

Q. Yes?

A. Itself.

Q. Yes. Overall.

A. Since 1974.

Q. What's your opinion as to a six and a quarter versus a seven-hour day?

A. Well, the seven-hour day changed for several reasons. Ms. Sypa and I sat down and in planning the schedule for this year we introduced a lot of the opportunities of students to use computers during the day, critical thinking exercises. They are not sitting in class for seven straight hours. We break them into small groups, they do critical thinking sceneries, we give them patient scenarios as a group. Put some of those groups in the library, some in the classroom, divide them up, and they come back and present.

And when Ms. Sypa and I looked at the change in the bargaining contract unit this year, that added a half an hour on to her day as a bargaining unit member. We agreed that we could reduce the number of class days and allow the students to have more time off. The students get very tired. Going to school five days a week for 18 weeks with very little breaks, except on Holidays is very tiring. In looking at some literature that I had from previous seminars that I had attended, there's information in the literature that says that stressful situations either in work or at school, there should be a break every six weeks, at least a three-day break, preferably over a weekend.

And so we tried to set up the schedule by reducing the number of class days, going to seven-hour days, that will allow us to put in some vacation days during the year to give these students a break. We have seen the emotional and physical problems that come with being in class and being in a program that is very structured and has a lot of material. And so Ms. Sypa and I were in complete agreement to change the schedule this year by reducing the days, by going to seven-hour class days. And it has worked very well."

(N.T. II, pp. 119-123)

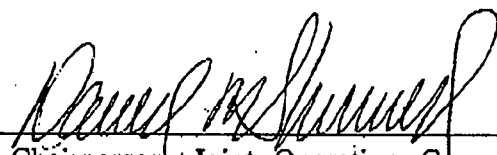
No testimony was presented to show that the program was impacted negatively, other than Schell's "opinion" which was unsubstantiated by any facts.

18. Schell has received satisfactory ratings per her testimony. Her ratings had nothing to do with her suspension nor are they relevant pursuant to law. 24 P.S. §11-1125.1
19. The JOC has properly curtailed and altered the Program pursuant to law and has properly suspended Schell as a professional employee.
20. The decision of the JOC to suspend Schell pursuant to 24 P.S. §11-1124(2) is affirmed.

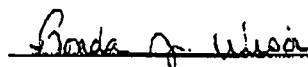
APPROVED

DISAPPROVED, this 16 day of December, 2000 by a vote of 4 in the affirmative and 0 in the negative.

By: _____


Chairperson, Joint Operating Committee
CLEARFIELD COUNTY VOCATIONAL-
TECHNICAL SCHOOL

ATTEST:


Secretary, Joint Operating Committee

FAUSERS\SCHOOL\CLEARFLD.VTS\SHELL\ADJUDIC.



clearfield county career & technology center

December 7, 2000

Certified Mail #7000 0600 0022 9001 6405

Mrs. Judith Schell
615 Park Avenue
Clearfield, PA 16830

Dear Mrs. Schell,

Enclosed please find the adjudication listing the findings and conclusions in the matter of your local agency hearing. The Joint Operating Committee of the Clearfield County Career and Technology Center (CCCTC) took action on the adjudication on Wednesday, December 6, 2000 at their re-organizational meeting.

Please be advised that the Joint Operating Committee has voted to adopt the adjudication suspending you from the CCCTC. As your benefits will end on December 31, I am also enclosing COBRA notification regarding your health insurance. If you have questions regarding COBRA, please contact Mrs. Kathie Malinich at the career center.

Sincerely,

Ronda J. Wisor
Board Secretary

Enclosures

Pc: Randall Rodkey, Esquire
Joseph Colavecchi, Esquire
Dr. William Wunder, Superintendent of Record
Carl Beard, Esquire
Dr. Richard C. Makin, Director

Rural Route 1 - Box 5, Clearfield, PA 16830 \ Phone: 814-765-5308 \ Fax: 814-765-5474 \ Web site: <http://www.ccctc.org>

CLEARFIELD ♦ CURWENSVILLE ♦ HARMONY ♦ PHILIPSBURG ♦ MOSHANNON VALLEY ♦ WEST BRANCH
Equal Opportunity School

Important Reminders:
■ A record of delivery kept by the Postal Service for two years
■ A signature upon delivery
■ A unique identifier for your mailpiece
■ A mailing receipt

SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Mrs. Judith S. [unclear]
615 Park Avenue
Clearfield, PA



A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X *Judith S. [unclear]*

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☐ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number (Copy from service label)

7000 0600 0022 9001 6405

PS Form 3811, July 1999

Domestic Return Receipt

102505-99-M-1789

00-1601-CD

FILED

OCT 04 2001

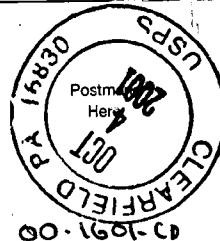
013-001-
William A. Shaw
Prothonotary

7099 3400 0016 7880 6017

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Commonwealth Court of Pennsylvania

Postage	\$ 7.70
Certified Fee	1.50
Return Receipt Fee (Endorsement Required)	2.10
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 11.30



Recipient's Name (Please Print Clearly) (to be completed by mailer)
Office of the Prothonotary

Street, Apt. No., or PO Box No.

PO Box 11730

City, State, ZIP+4

Harrisburg, PA 17108

PS Form 3800, February 2000

See Reverse for Instructions

001401-00

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Received by (Please Print Clearly) <i>W. A. Shaw</i> B. Date of Delivery <i>OCT 05 2001</i>	
1. Article Addressed to: Commonwealth Court of PA Office of the Prothonotary PO Box 11730 Harrisburg, PA 17108		C. Signature <i>W. A. Shaw</i> ☐ Agent ☒ Addressee D. Is delivery address different from item 1? ☐ Yes ☒ No E. YES, enter delivery address below:	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No	
2. Article Number (Copy from service label)		7099 3400 0016 7880 6017	
PS Form 3811, July 1999		Domestic Return Receipt	
		102595-99-M-1789	

FILED

OCT 09 2001
0110:38 AM
William A. Shaw
Prothonotary *WAS*

Commonwealth Court of Pennsylvania

October 5, 2001

RE: Schell v. Clearfield Co. Vo-Tech Sch.
No.: 2018 CD 2001
Agency Docket Number: 00-1601-C.D.
Filed Date: August 24, 2001

Notice of Docketing Appeal

A Notice of Appeal, a copy of which is enclosed, from an order of your court has been docketed in the Commonwealth Court of Pennsylvania. The docket number in the Commonwealth Court is endorsed on this notice. The Commonwealth Court docket number must be on all correspondence and documents filed with the court.

Under Chapter 19 of the Pennsylvania Rules of Appellate Procedure, the Notice of Appeal has the effect of directing the Court to transmit the certified record in the matter to the Prothonotary of the Commonwealth Court.

The complete record, including the opinion of the trial judge, should be forwarded to the Commonwealth Court within forty (40) days of the date of filing of the Notice of Appeal. Do not transmit a partial record.

Pa.R.A.P. 1921 to 1933 provides the standards for preparation, certification and transmission of the record.

The address to which the Court is to transmit the record is set forth on Page 2 of this notice.

Notice to Counsel

A copy of this notice is being sent to all parties or their counsel indicated on the proof of service accompanying the Notice of Appeal. The appearance of all counsel has been entered on the record in the Commonwealth Court. Counsel has thirty (30) days from the date of filing of the Notice of Appeal to file a praecipe to withdraw their appearance pursuant to Pa. R.A.P. 907 (b).

Appellant or Appellant's attorney should review the record of the trial court, in order to insure that it is complete, prior to certification to this Court. (Note: A copy of the Zoning Ordinance must accompany records in Zoning Appeal cases).

The addresses to which you are to transmit documents to this Court are set forth on Page 2 of this Notice.

If you have special needs, please contact this court in writing as soon as possible.

Attorney Name	Party Name	Party Type
Carl Pierce Beard, Esq.	Clearfield County Vocational-Technical	Appellee
Randall C. Rodkey, Esq.	Judith Schell	Appellant

FILED

OCT 09 2001

William A. Shaw
Prothonotary

Address all written communications to:

Office of the Chief Clerk
Commonwealth Court of Pennsylvania
P.O. Box 11730
Harrisburg, PA 17108
(717) 255-1650

Filings may be made in person at the following address (except on Saturdays, Sundays and holidays observed by Pennsylvania Courts) between 9:00 a.m. and 4:00 p.m.

Office of the Chief Clerk
Commonwealth Court of Pennsylvania
Room 624
Sixth Floor
South Office Building
Harrisburg, PA 17120
(717) 255-1650

Pleadings and similar papers (but not paperbooks or certified records) may also be filed in person only at:

Office of the Chief Clerk
Commonwealth Court of Pennsylvania
Filing Office
Suite 990
The Widener Building
One South Penn Square
Philadelphia, PA 19107
(215) 560-5742

The hours of the Philadelphia Filing Office are 9:00 a.m. to 4:00 p.m.

Under Pa.R.A.P. 3702, writs or other process issuing out of the Commonwealth Court shall exit only from the Harrisburg Office.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

2018 C.D. 2001

JUDITH SCHELL,

Appellant

v.

NO. 00-1601-C.D.

CLEARFIED COUNTY
VOCATIONAL-TECHNICAL
SCHOOL,

Appelle

NOTICE OF APPEAL

Notice is hereby given that Judith Schell, Appellant above named, hereby appeals to the Commonwealth Court of Pennsylvania from the order entered in this matter on the 30 day of July, 2001. This order has been entered in the docket as evidenced by the attached copy of the docket entry.

(S) Randall C. Rodkey
Randall C. Rodkey, Esq.

Suite 202 Richland Square III
1397 Eisenhower Boulevard
Johnstown, PA. 15904

... hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 24 2001

Attest:

Wm. C. [Signature]
Prothonotary

OFFICE OF PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW

PROTHONOTARY
AND
CLERK OF COURT

CLEARFIELD COUNTY



P.O. Box 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 1330

DAVID S. AMMERMAN

SOLICITOR

JACQUELINE KENDRICK

DEPUTY PROTHONOTARY

COPY

October 4, 2001

Commonwealth Court of Pennsylvania
Office of Prothonotary
P.O. Box 11730
Harrisburg, PA 17108

RE: Judith Schell

vs

Clearfield County Vocational Technical School
No. 00-1601-CD
Commonwealth Court No. 2018 C.D. 2001

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office. We did not receive an appeal docket sheet from your office, but was informed upon our telephone call that the record should be forwarded without it.

Sincerely,

A handwritten signature in cursive script, appearing to read "William A. Shaw".

William A. Shaw
Prothonotary

OFFICE OF PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW

PROTHONOTARY
AND
CLERK OF COURT

CLEARFIELD COUNTY



P.O. Box 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 1330

DAVID S. AMMERMAN

SOLICITOR

JACQUELINE KENDRICK

DEPUTY PROTHONOTARY

COPY

John K. Reilly, Jr., President Judge
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Randall C. Rodkey, Esq.
Suite 302, Richland Square III
1397 Eisenhower Boulevard
Johnstown, PA 15904

Carl P. Beard, Solicitor
Andrews Wagner & Beard
3366 Lynnwood Drive
Altoona, PA 16603

Judith Schell
Vs.
Clearfield County Vocational
Technical School

Court No. 00-1601-CD; Commonwealth Court No. 2018 C.D. 2001

Dear Counsel:

Please be advised that the above referenced record was forwarded to
Commonwealth Court of Pennsylvania on October 4, 2001.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

OFFICE OF PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW

PROTHONOTARY
AND
CLERK OF COURT

CLEARFIELD COUNTY



P.O. Box 549
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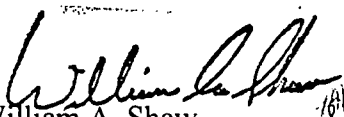
Judith Schell
Vs.
Clearfield County Vocational
Technical School

Court No. 00-1601-CD; Commonwealth Court No. 2018 C.D. 2001

Dear Counsel:

Please be advised that the above referenced record was forwarded to
Commonwealth Court of Pennsylvania on October 4, 2001.

Sincerely,


William A. Shaw
Prothonotary/Clerk of Courts

OFFICE OF PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW

PROTHONOTARY
AND
CLERK OF COURT

CLEARFIELD COUNTY



P.O. Box 549
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3366 Lynnwood Drive
Altoona, PA 16603

Judith Schell
Vs.
Clearfield County Vocational
Technical School

Court No. 00-1601-CD; Commonwealth Court No. 2018 C.D. 2001

Dear Counsel:

Please be advised that the above referenced record was forwarded to
Commonwealth Court of Pennsylvania on October 4, 2001.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

FILED TO
J K R
10-4-01

I, **William A. Shaw**, Prothonotary/Clerk of Courts of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the whole record of the case therein stated, wherein

Judith Schell

VS

Clearfield County Vocational Technical School

So full and entire as the same remains of record before the said Court, at No. 00-1601-CD

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this _____ Day of _____, _____.

Prothonotary/Clerk of Courts

I, **John K. Reilly, Jr.**, President Judge of the Forty-sixth Judicial District, do certify that **William A. Shaw**, by whom the annexed record, certificate and attestation were made and given, and who in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so doing and now is Prothonotary/Clerk of Courts in and for said County of Clearfield, the Commonwealth of Pennsylvania, duly commissioned and qualified; to all of whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere, and that the said record, certificate and attestation are in due form of law and made by proper officer.

President Judge

I, **William A. Shaw**, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable **John K. Reilly, Jr.**, President Judge by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is President Judge, in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have
hereunto set my hand and affixed
the seal of said Court, this _____ day
of _____, _____.

Prothonotary/Clerk of Courts



Commonwealth Court of Pennsylvania

Charles R. Hostutler
Deputy Prothonotary/Chief Clerk

December 21, 2001

P.O. Box 11730
Harrisburg, PA 17108
717-255-1650

Notice of Discontinuance of Action

RE: Schell v. Clearfield Co. Vo-Tech Sch.
Appeal of: Judith Schell
Type of Action: Notice of Appeal
No. 2018 CD 2001
Clearfield County Court of Common Pleas
Agency Docket Number: 00-1601-C.D.

The above-captioned matter has been marked "Discontinued" with this court.
Certification is being sent to the lower court.

Attorney Name	Party Name	Party Type
Carl Pierce Beard, Esq.	Clearfield County Vocational-Technical School	Appellee
Randall C. Rodkey, Esq.	Judith Schell	Appellant

Certified from the Record

DEC 21 2001

and Order Exit

FILED

DEC 26 2001

11/8/01
William A. Shaw
Prothonotary



Commonwealth Court of Pennsylvania

Charles R. Hostutler
Deputy Prothonotary/Chief Clerk

December 21, 2001

P.O. Box 11730
Harrisburg, PA 17108
717-255-1650

Notice of Discontinuance of Action

RE: Schell v. Clearfield Co. Vo-Tech Sch.
Appeal of: Judith Schell
Type of Action: Notice of Appeal
No. 2018 CD 2001
Clearfield County Court of Common Pleas
Agency Docket Number: 00-1601-C.D.

The above-captioned matter has been marked "Discontinued" with this court.
Certification is being sent to the lower court.

Attorney Name	Party Name	Party Type
Carl Pierce Beard, Esq.	Clearfield County Vocational-Technical School	Appellee
Randall C. Rodkey, Esq.	Judith Schell	Appellant

FILED

DEC 27 2001

27/10:30/145
William A. Shaw
Prothonotary

Certified from the Record

DEC 21 2001

and Order Exit



Commonwealth Court of Pennsylvania

Charles R. Hostutler
Deputy Prothonotary/Chief Clerk

December 21, 2001

P.O. Box 11730
Harrisburg, PA 17108
717-255-1650

TO:

RE: Schell v. Clearfield Co. Vo-Tech Sch.
No.2018 CD 2001

Trial Court/Agency Dkt. Number: 00-1601-C.D.
Trial Court/Agency Name: Clearfield County Court of Common Pleas
Intermediate Appellate Court Number:

Annexed hereto pursuant to Pennsylvania Rules of Appellate Procedure 2571 and 2572 is the entire record for the above matter.

Contents of Original Record:

Original Record Item	Filed Date	Description
original record	October 5, 2001	1
Date of Remand of Record:		

Enclosed is an additional copy of the certificate. Please acknowledge receipt by signing, dating, and returning the enclosed copy to the Prothonotary Office or the Chief Clerk's office.

Commonwealth Court Filing Office

Signature

12-27-01
Date

William A. Shaw
Printed Name

FILED

DEC 27 2001
M/10:45/WRP
William A. Shaw
Prothonotary
COPY TO S/C