

06-1756-CD
DuBois Area S.D. vs DuBois Area Educ.

DuBois Area SD vs DuBois Area
2006-1756-CD

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DUBOIS AREA SCHOOL DISTRICT :
Petitioner : Complaint in Equity
v. :
DUBOIS AREA EDUCATION SUPPORT :
PROFESSIONALS ASSOCIATION, :
PSEA/NEA, :
Respondent : Civil Action No. 2006-1756-CD

EXHIBITS TO PETITION FOR REVIEW
AND APPLICATION TO VACATE ARBITRATOR'S AWARD

APPENDIX A – HEARING OFFICER DECISION

APPENDIX B - TRANSCRIPT OF MAY 22, 2006 HEARING

APPENDIX C - POST HEARING BRIEF ON BEHALF OF DISTRICT

APPENDIX D - POST HEARING BRIEF ON BEHALF OF ASSOCIATION

ARBITRATION EXHIBIT J-1 Current Contract 2001-2003

ARBITRATION EXHIBIT J-2 Secretary/Aide Grievance

ARBITRATION EXHIBIT J-3 Bus Aide Grievance

ARBITRATION EXHIBIT J-4 Expired Contract 1997-2001

ARBITRATION EXHIBIT A-1 Status Quo Letter

ARBITRATION EXHIBIT A-2 8/25/05 Posting

ARBITRATION EXHIBIT A-3 9/12/05 Board minutes

ARBITRATION EXHIBIT A-4 9/15/05 Posting

ARBITRATION EXHIBIT A-5 8/24/05 Board minutes

ARBITRATION EXHIBIT A-6 2/21/01 Board proposal

ARBITRATION EXHIBIT A-7 Tentative Agreement

FILED
M/2:00pm
OCT 26 2006
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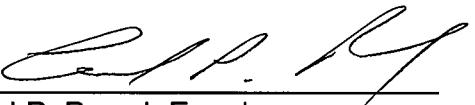
William A. Shaw
Prothonotary/Clerk of Courts

ARBITRATION EXHIBIT A-8	2/25/03 Tentative Agreement
ARBITRATION EXHIBIT A-9	10/12/05 Board Agenda and 10/11/05 Memorandum of Understanding
ARBITRATION EXHIBIT A-10	11/17/05 Posting
ARBITRATION EXHIBIT D-1	Bid Sheet, Senior High School Accounting Position
ARBITRATION EXHIBIT D-2	Board Approved Openings
ARBITRATION EXHIBIT D-3	Board Approved Openings
ARBITRATION EXHIBIT D-4	Board Approved Openings
ARBITRATION EXHIBIT D-5	Board Approved Openings
ARBITRATION EXHIBIT D-6	Board Approved Openings
ARBITRATION EXHIBIT D-7	Board Approved Openings
ARBITRATION EXHIBIT D-8	Board Approved Openings
ARBITRATION EXHIBIT D-9	Board Minutes 9/14/05
ARBITRATION EXHIBIT D-10	Summer Calendar 2006
ARBITRATION EXHIBIT D-11	Summer Work Duties
ARBITRATION EXHIBIT D-12	2006 Calendar

Respectfully submitted

ANDREWS & BEARD

By:


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DuBois Area School District

Date: October 24, 2006

THE MATTER OF ARBITRATION BETWEEN

DuBOIS AREA SCHOOL DISTRICT

AND

DuBOIS AREA ESPA/PSEA/NEA

DECISION IN GRIEVANCE

GRIEVANCES REGARDING
UNILATERAL CHANGE IN
WORKING CONDITIONS

HEARING:

May 22, 2006

GRIEVANCES:

The grievances allege that the District violated the parties' contract when it unilaterally changed the hours for various secretarial and bus aide positions.

AWARD:

The grievances are sustained as is set forth herein.

ARBITRATOR:

Elliot Newman

APPEARANCES

FOR THE ASSOCIATION

Randall C. Rodkey, Esquire

FOR THE EMPLOYER

Carl P. Beard, Esquire

Procedural History

By letter dated November 9, 2005, the undersigned was informed of his selection by the DuBois Area School District (District or Employer) and the DuBois Area Educational Support Personnel Association, PSEA/NEA (Association) to hear and decide a matter then in dispute. Pursuant to due notice, a hearing was held on May 22, 2006 in DuBois, Pennsylvania at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce documentary evidence in support of their respective positions. The parties summed up their positions in writing after the conclusion of the hearing. The matter is now ready for final disposition.

Background

The parties are operating under the terms and conditions of a collective bargaining agreement which commenced on July 1, 2001 and which expired by its terms on June 30, 2003. The parties began bargaining in January, 2003 for a successor agreement, and when the efforts were unsuccessful, they began to operate under a *status quo* agreement (Association Exhibit 1). The parties have had various bargaining sessions over the ensuing years but as of this date, they still have not reached a successor agreement.

The Association's primary witness was its President Sandra Kiehlmeier. She is a twenty-six year employee of the District and is currently employed as a Secretary in the High School. Ms. Kiehlmeier testified that as Association President, she was a member of the negotiating team that bargained the 2001/03 agreement under which the parties are currently operating. Ms. Kiehlmeier explained that under the terms of the prior 1997/2001 agreement, Building Principals each year had to request extra summer hours for their secretaries. She testified that Appendix B of the 2001/03 agreement was of particular significance to the parties as it was intended to eliminate the confusing situation near the end of each school year when administrators were attempting to get extra hours for their secretaries approved by the School Board. She further testified that the hours set forth in Appendix B of the 2001/03 agreement for the various secretarial positions were the basis upon which the employees actually worked during the regular school year and during the summer, and represented the hours for which they were paid. Ms. Kiehlmeier stated that the Appendix B hours were based on the history of what Building Principals had previously requested regarding summer hours for their secretaries, and what hours had been approved by the School Board.

By way of illustration, Appendix B of the 1997/2001 contract provided in Section 1 regarding full-time secretaries that "9 month work" secretaries would work 1309 hours per year; "9 month other work" secretaries would work 1316 hours per year; and "12 month work" secretaries would work 2080 hours per year. In Appendix B of the 2001/03 contract regarding full-time secretaries, the parties agreed that "school term work" secretaries would work 1316 hours to 1640 hours per year, and "12 month work" secretaries would work 2080 hours per year. Beginning with the 2001/02 school term, the parties agreed upon specific hours for specific secretarial positions such as: "Middle School Health 1316 hours", "Sykesville 1343 hours", "Highland 1353 hours", "Pupil Personnel 1421 hours", "Middle School Budget 1505 hours", and "Middle High Main 1620 hours".

Appendix B of the 1997/2001 contract provides that the full-time "9 month" bus

aides would work 1309 hours per year. The full-time "school term" bus aides in Appendix B, Section 5(A) of the 2001/03 contract are also scheduled for 1309 hours per year.

At its meeting on August 24, 2005, the School Board voted to increase the hours for fifty-five bargaining unit positions "...to 1640 hours pursuant to Article XI, (Section 1,B of the DuBois Educational Support Personnel Association, ESPA-PSEA-NEA and DuBois Area School Board Contract 2 Year Agreement, June 1, 2001 to June 30, 2003), based on the operational needs of the district effective the 2005-2006 school year." (Association Exhibit 5). Positions which were included within the increase to 1640 hours were the five secretarial positions at the Middle School, the seven secretarial positions at the Senior High School, the twelve Elementary Building secretaries, the two special education secretaries, the one Senior High School Transportation Office secretary and the one pupil personnel services secretary.

On August 25, 2005, Superintendent Sharon L. Kirk posted an "Announcement of Vacancies" for various secretarial and aide positions in the District, which positions are in the Association's bargaining unit (Association Exhibit 2). In addition to declaring these existing positions vacant, Ms. Kiehlmeier testified that the postings represented a unilateral increase in the hours for the secretary and aide positions. For example, the August 25th posting set forth:

- "(5) SECRETARIES - DuBois Area Middle School 1640 hours per year
- (7) SECRETARIES - DuBois Area Senior High School 1640 hours per year
- (12) SECRETARIES - Elementary Buildings 1640 hours per year
- TEACHER AIDE - DuBois Area Senior High School 1640 hours per year
- TEACHER AIDE - M.I.S. Department 1640 hours per year
- (5) TITLE I TEACHER AIDES - 1640 hours per year."

The parties understood that employees who were working in a position that had been announced as vacant would be considered the most qualified to fill the vacancies. Each of the employees who submitted a bid for a vacant position was subsequently rehired into her position with the increased hours. No employee lost a job as a result of the postings.

In Appendix B of the 2001/03 contract, the hours of the full-time, school term Middle School Secretaries range from 1316 hours (Library, Health) to 1323 hours (Attendance, Main) to 1505 hours (Budget) to 1620 hours (Main). The hours of the full-time, school term Senior High School secretaries range from 1316 hours (Main, Health, Attendance) to 1330 hours (Main) to 1400 hours (Guidance) to 1421 hours (2 Assistant Principal positions) to 1640 hours (Attendance). The hours of the full-time, school term elementary secretaries range from 1340 hours (Wasson, Oklahoma, Juniata, Johnson) to 1343 hours (Sykesville, Luthersburg, Penfield) to 1353 hours (Highland).

At its meeting on September 14, 2005, the School Board changed the status of the secretaries who had successfully bid on the positions posted on August 25, 2005 to 1640 hours (Association Exhibit 3, School District Exhibit 9).

On September 15, 2005, Superintendent Kirk posted an "Announcement of Vacancies" for three Bus Aides for 1393 hours per year. (Association Exhibit 4). Appendix B, Section 5(A) of the 2001/03 contract states that full-time school term bus aides will work 1309 hours per year.

The Association also called Ann Monoco as a witness. Ms. Monoco testified that she has been an employee of the District since 1980 and has served as a teacher's aide, a cafeteria aide, and since 1985 as a secretary. Ms. Monoco testified concerning the process in the past to extend hours as the school year neared an end. She testified that it had been a "big deal" since 1985, and that the administrators had to "beg" for extra summer hours for their secretaries from the School Board. Ms. Monoco indicated that the School Board was very strict on the policy and that unless additional hours were given prior approval by the Board, the hours would be denied. Ms. Monoco stated that this problem was finally solved when Appendix B was adopted in the 2001/03 contract.

Ms. Monoco also testified concerning the extended work year as set forth in Article XI, Section 1(C). She indicated that this provision was never utilized to work an across-the-board extension of the school year. Specifically, she testified that Section 1(C) was not used to extend hours beyond the end of the school year into the summer. Ms. Kiehlmeier also testified that Section 1(C) was not used by the District to extend the secretaries' work year into the summer months.

Director of Special Education Robert Nitzik testified that there was a need to increase the hours of special education aides and secretaries because of the extended school year for four weeks into July. He stated that historically, it was difficult for the District to get aides to work in the summer months. In addition, the "No Child Left Behind" legislation mandates that "highly qualified" aides be employed, which requires training that the District plans to conduct primarily in June but also in August. Accordingly, Mr. Nitzik testified that there is an "operational need" for increased hours for the special education aides.

Oklahoma/Penfield Elementary Principal Kathleen Ginther testified that so many things need to be done over the summer to prepare for the next school year that from an operational standpoint, she is happy to have more secretarial hours available.

Director of Federal Programs Barbara Jo Smith works with the District's Title I and elementary curriculum, which includes "No Child Left Behind". She testified that the District needs increased teacher aide hours in the summertime to work in the skills enhancement program for the Title I students. She also stated that the District has "highly qualified" teacher aides and the District needs time in the summer months to continue to train them. From a programming standpoint, she testified that the increased hours for the teacher aides are very beneficial.

School Superintendent Sharon L. Kirk stated that while past School Boards have not been willing to spend money for summer hours for the support staff, the present School Board is willing to spend such money. Superintendent Kirk stated that the District does need more time from its support staff in the summer months. In particular, Superintendent Kirk testified the extra hours are well spent on issues such as "adequate yearly progress" and on the "Tenex" technology system. Superintendent Kirk stated that these needs translated into action by the School Board increasing the secretarial hours (see School District Exhibit 9, Association Exhibit 3). As the District's professional employees work 187 days (plus summer school if so employed),

Superintendent Kirk stated that the School Board increased the secretarial hours to 1640 hours (see Association Exhibit 2). Regarding the teacher aides, Superintendent Kirk stated that they work in the District's Title I program, and they are needed in summer school plus additional time is needed in the summer months to train them.

Superintendent Kirk concluded her testimony by stating that she "absolutely needs" more hours from the secretaries and the teacher aides in order to properly run the School District.

On August 29, 2005 and September 27, 2005, the Association filed grievances concerning the secretaries and the bus aides respectively, asserting that the District failed to follow the Collective Bargaining Agreement by unilaterally eliminating current bargaining unit positions and creating new positions without bargaining with the Association. The secretaries' grievance was denied by the District, essentially relying on Article XI, Section 1(B), with the further statement: "As to the claim...that the district is unilaterally eliminating current bargaining unit positions and creating new positions...No position has been eliminated. To that end, there has been no contractual violation nor has there been any violation of status quo."

The bus aides' grievance was denied by the District on the grounds that: "The District has not created a new bargaining unit position as alleged. To the contrary, the District, based upon programmatic needs of special needs students, extended the work hours of certain bus aides to coincide with the time frame needed for them to work with special needs students. A review of the collective bargaining agreement on page 26 provides that the work year for full-time school term employees shall be a total of 1300 to 1640 hours. As such, increasing the hours slightly to address the educational and program needs of special needs students does not violate the contract nor does it rise to a level of creating a new bargaining unit position as alleged. The action of the District in this case is within its managerial prerogative as well as the express provisions of the collective bargaining agreement."

As the grievances remained unresolved in the parties' grievance procedure, they were submitted to arbitration.

Position of the Association

The position of the Association is that Appendix B controls the obligations of the parties in this case, and the action of the District in August and September of 2005 when it unilaterally changed the hours for the secretarial positions and the aide positions was a clear and plain violation of the collective bargaining agreement under which the parties have continued to work. Appendix B clearly sets forth in very specific terms the hours for the secretaries and the various categories of aides. While Section 1(B) of Article XI, pertaining to secretaries, sets forth a range of hours for school term work from 1,316 to 1,640 hours per year, Appendix B then goes on to enumerate the specific hours for the secretarial positions within various school buildings. Ms. Kiehlmeier and Ms. Monoco testified that Appendix B was agreed to by the parties to eliminate the hectic situations that occurred near the end of each school year as administrators tried to get extended hours approved for their various secretaries.

The Association contends that the District improperly relies on Article XI, Section 1(B) in an attempt to justify its unilateral action. Section 1(B) provides that the normal work year for full-time school term employees shall be 1,309 hours to 1,640 hours per year. This, the District says, justifies its unilateral increase of the hours that they made in

August and September of 2005. This argument must fail upon review of Appendix B, Section 1 which sets forth a specific designation of the secretary and aide hours which clearly supersedes the general school term set forth in either Section 1 of Appendix B or paragraph B of Article XI, Section 1.

The Association also notes that the primary thrust of the District's defense is that the unilateral changes grieved by the Association were predicated upon "operational needs" of the District. However, an analysis of the District's own testimony shows that there was no overwhelming or compelling operational need of the District to make the complained of changes at this point in time. Rather, what the District did was to change unilaterally what it could not change by collective bargaining. The grievances should therefore be sustained and the District ordered to cease and desist from declaring existing positions to be vacant while the parties are negotiating for a successor collective bargaining agreement under a *status quo* agreement. The hours of the affected secretaries and aides must be restored to the hours listed on Appendix B of the 2001/03 contract, and the District should be ordered to cease and desist from unilaterally implementing changes in hours and/or other terms and conditions of employment.

Position of the District

The District contends that it has not breached the *status quo*. It further states that it has not created any new bargaining unit positions, nor has it eliminated any bargaining unit positions. Bargaining unit employees currently employed have remained in, and will remain in, their current positions. Although the District has required some employees to work additional hours, the new hours are based upon operational and program needs of the District. The District is permitted by the express language of the collective bargaining agreement to increase the working hours of the employees who filed the grievances.

The District asserts that the Article XI school-term work year provision is clear and unambiguous. It gives the District the authority to require school term employees to work between 1309 and 1640 hours per year. The Article XI extended school year provision also clearly and unambiguously gives the District the right to require employees to work additional hours beyond their school term employee schedule. The extended school year provision, by its plain language, insures that employees "who are required" to work beyond their normal school term employee schedule are guaranteed their normal pay rate and a minimum of three and one-half hours. The only party to the contract with authority to "require" employees to work additional hours is the District. Therefore, as a matter of common sense, the only intent that can be inferred from the Agreement's plain language is that the District has the authority to "require" school term employees to work additional hours as part of an "extended work year."

The District notes that Appendix B sets forth under the subheading "Secretarial Hours" a list of the hours for particular types of secretaries at each of the schools in the District. However, the Association's contention that the hours delineated in Appendix B for secretaries and aides essentially sets maximum hours for those employees that the District cannot increase without bargaining contradicts the plain language and a common sense reading of the Agreement. There is no dispute even by the terms of Appendix B that anyone working between 1309 and 1640 hours per year are "school term employees". The school term work year provision does not exempt any school term employees from the stated range of 1309 to 1640 hours per year. Similarly, Section

1(C) refers only to "employees who are required to work beyond said school term employee schedule." It contains no language indicating that the job categories in Appendix B are exempt from being required to work an extended work year. Likewise, no language in Appendix B indicates that employees in the personnel categories are exempt from the provisions of the school term work year and extended work year provisions.

In sum, the District maintains the following: (1) it has a contractual privilege under the collective bargaining agreement to require school term employees to work additional hours as part of an extended work year. The hours specified for secretaries and aides in Appendix B are minimum hours for those positions and are not controlling; (2) the District has not breached the *status quo* arrangement between the parties as it has not eliminated any positions or removed any employees, and the increased in hours were authorized by the District's contractual privilege; (3) the District has a managerial prerogative to schedule work, manage its programs and direct its work force; (4) the Association's position is inconsistent as it has not filed grievances regarding other increases in hours by the District that are similar to the ones in the present case; and (5) the Association has failed to meet its burden of proof in showing that the District has committed a contractual violation.

Cited Portions of the Contract (July 1, 2001 to June 30, 2003)

ARTICLE I - RECOGNITION

SECTION 1: RECOGNITION

The DuBois Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter referred to as the "Association", is hereby recognized by the District, hereinafter referred to as the "District", as the exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, for those employees in the collective bargaining unit as determined by the Pennsylvania Labor Relations Board in accordance with certification number PERA-R-7534-W, PERA-U-96-510-W, PERA-U-92-563-W.

ARTICLE XI HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 1. WORK YEAR.

A. TWELVE (12) MONTH WORK YEAR

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

B. SCHOOL TERM EMPLOYEES WORK YEAR

1. The normal work year for full-time school term employees shall be seven (7) hours per day, excluding lunch, for a total of 1,309 hours per year to 1640 hours per year. The base year shall be 180 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.

C. EXTENDED WORK YEAR

Employees who are required to work beyond said school term employee schedule shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and

one-half (3 1/2) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one-half (3 1/2) hours on a voluntary basis. It is understood and agreed that employees may request compensatory time off in lieu of pay.

ARTICLE XIV - MANAGEMENT RIGHTS

SECTION 1.

It is understood and agreed that the District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the District.

SECTION 2.

Matters of inherent managerial policy are reserved exclusively to the District. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the District, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel, except as modified by the agreement.

APPENDIX B - CATEGORIES OF PERSONNEL

SECTION 1. SECRETARIES

A. Full-Time

School term work.....1,316 hours to 1,640 hours
12 month work.....2,080 hours per year

B. Part-Time

Minimum hours of....360 hours per year

SECTION 2: HALL MONITORS AND TEACHER AIDES

A. Full-time

School term work.....1,309 hours per year

B. Part-time

Minimum hours of....360 hours per year

SECTION 3: CAFETERIA AIDES

A. Part-time

Minimum hours of.....360 hours per year

SECTION 4: HEALTH AIDES

A. Full-time

School term work.....1,309 hours per year

B. Part-time

Minimum hours of360 hours per year

SECTION 5: CHILD SPECIFIC AND BUS AIDES

A. Full-time

School term work.....1,309 hours per year

B. Part-time

Minimum hours of....360 hours per year.

BEGINNING 2001-2002 SCHOOL YEAR

C G JOHNSON 1340 HOURS
 1340 HOURS

HIGHLAND 1353 HOURS

JUNIATA 1340 HOURS
 1340 HOURS

LUTHERSBURG 1343 HOURS

OKLAHOMA 1340 HOURS
 1340 HOURS

PENFIELD 1343 HOURS

SYKESVILLE 1343 HOURS

WASSON 1340 HOURS
 1340 HOURS

PUPIL PERSONNEL 1421 HOURS

CAFETERIA 1386 HOURS

SPECIAL EDUCATION 2080 HOURS
 2080 HOURS
 1351 HOURS
 1351 HOURS

MAINTENANCE-DIST OFF 1440 HOURS

MIDDLE SCHOOL BUDGET 1505 HOURS
 MAIN 1620 HOURS
 ATTEND 1323 HOURS
 MAIN 1323 HOURS
 LIBRARY 1323 HOURS
 HEALTH 1316 HOURS
 GUIDANCE 658 HOURS

SENIOR HIGH BUDGET 2080 HOURS
 MAIN 2080 HOURS
 ATTEND 1640 HOURS
 GUIDANCE 1400 HOURS

ASSIST PRIN	1421 HOURS
ASSIST PRIN	1421 HOURS
MAIN	1330 HOURS
ATTEND	1316 HOURS
HEALTH	1316 HOURS
MAIN	1316 HOURS
DRIVER ED	658 HOURS
ATHLETIC	814 HOURS

Discussion

The issue is whether the District violated the parties' collective bargaining agreement when it unilaterally increased the yearly hours of full-time school term secretaries and bus aides for the 2005/06 school year, and if so, what shall the remedy be?

I respectfully state that while it was for the "right reasons", the District violated Appendix B of the contract when it unilaterally increased the hours of the various secretaries and bus aides in August and September 2005.

As a starting point, Article XI, Section 1(B) states that the normal work year for full-time school term employees shall be a total of 1309 hours per year to 1640 hours per year. This general provision setting forth a range of hours is then specifically refined in Appendix B, Section 1(A) regarding the full-time school term secretaries, and in Appendix B, Section 5(A) regarding the full-time school term bus aides. First, regarding the full-time school term secretaries, Appendix B(1)(A) sets forth a slightly different range of 1316 hours to 1640 hours. However, more importantly, the parties then agreed that beginning with the 2001/02 school year, specific full-time school term secretaries in specific bargaining unit positions would have set yearly hours. It then lists the hours for the respective secretaries, and it does not say they are the minimum hours which will be worked by each secretary. For example, in the Middle School, the Library and Health secretaries would work 1316 yearly hours (not a minimum of 1316 yearly hours); the Attendance and Main secretaries would work 1323 yearly hours; the Budget secretary would work 1505 yearly hours; and the Main secretary would work 1620 yearly hours. The hours of the full-time, school term Senior High School secretaries were agreed to be 1316 yearly hours for the Main, Health, and Attendance secretaries; 1330 yearly hours for another Main secretary; 1400 yearly hours for the Guidance secretary; 1421 yearly hours for the two Assistant Principal secretaries; and 1640 yearly hours for the Attendance secretaries. The hours of the full-time, school term elementary secretaries were agreed in Appendix B to be 1340 yearly hours for Wasson, Oklahoma, Juniata, and Johnson Elementary Schools; 1343 yearly hours for Sykesville, Luthersburg, and Penfield Elementary Schools; and 1353 yearly hours for Highland Elementary School.

The listing of the hours of these secretarial positions in Appendix B does not evidence an agreement by the parties that the incumbent secretarial employees shall work 1640 yearly hours. Nevertheless, at its meeting on August 24, 2005, the School Board voted to increase the hours for these secretarial positions to 1640 yearly hours. As the parties were operating at the time under a *status quo* agreement regarding the provisions of the expired 2001/03 collective bargaining agreement, Appendix B regarding the particular hours of the particular secretarial positions remained in full force and effect. The specific language of Appendix B controls over the general language of Article XI(1)(B), and when the School Board increased the hours of the various

secretarial positions unilaterally without the agreement of the Association, it violated Appendix B.

The same is true of the School Board's unilateral increase in September, 2005 of the full-time school term bus aides' hours from 1309 yearly hours to 1393 yearly hours. Again, Article XI, Section 1(B) states that the normal work year for full-time school term employees shall be a total of 1309 hours per year to 1640 hours per year. However, regarding the bus aides, this general provision is specifically refined in Appendix B, Section 5(A) to set forth the parties' agreement that bus aides shall work 1309 yearly hours (and not a minimum of 1309 yearly hours). As with the secretaries, the specific language of Appendix B(5)(A) controls over the general language of Article XI(1)(B), and when the School Board increased the hours of the three bus aide positions unilaterally in September, 2005 to 1393 yearly hours without the agreement of the Association, it violated Appendix B.

Based upon Ms. Monoco's and Ms. Kiehlmeier's testimony, I do not believe that Article XI(1)(C) was intended to allow the District to unilaterally increase the hours of the secretaries and the aides. Ms. Monoco testified that during the term of the 2001/03 and prior contracts, Section C was never interpreted by the parties to allow the District to institute an across-the-board extension of the hours of the school term employees. Specially, she testified that Section 1(C) was not used to extend hours of the secretaries and the aides beyond the end of the school year into the summer. Rather, she indicated (for example) that if school was canceled because of weather or other concerns, employees would be guaranteed the 3 1/2 hours of pay. Specifically, Ms. Monoco testified:

"A. My interpretation when we were allowed to use it, well, it's like we go to school, and when you got to school if they decided to cancel because of weather problems and other concerns and you were at school, you were allowed to stay two and a half hours, guaranteed two and a half hours. Because they then would be making it up at the end of the year. Another day would be added on. So we will not be held responsible for having to take another day off, which just gave us the extra three and a half or comp time. *And that was the only way we ever assumed to use the extended work year clause. It wasn't part of our summer work.*"

Q. *It was not used to extend you beyond the end of the school into the summer?*

A. *No, never.*

Q. *That was the big deal approval process that you referred to?*

A. *Uh-huh (yes). Right. Uh-huh (yes). (emphasis supplied) (NT 78-79).*

This was consistent with Ms. Kiehlmeier's testimony:

"Q. Now, the question I have here is underneath the school-term employees definition there's an extended year provision in the collective bargaining agreement..."

A. *Yes, okay. I see it. I read it.*

Q. *Okay, so the application of this is the District has the ability to increase hours under that; correct?*

A. *This was one way that was always used like if somebody was called in to work and they didn't --- and they worked, they'd have to have at least three and one half hours, or they could take comp time.*

Q. *But you would agree that if Mrs. Kirk decided to call someone in for 20 more days at seven hours, the extended work year would cover that?*

A. *That's not how we used the extended work year. Up until the increase in the hours*

you know, the people's hours, it was always board approval for the extended school year. This looks like if they needed someone to come in here and there.
(emphasis supplied) (NT 66-67)

The District's managerial rights as set forth in Article XIV also do not justify its actions. Article XIV(2) states in pertinent part that: "Matters of inherent managerial policy are reserved exclusively to the District. These include but shall not be limited to such areas of discretion or policy as...selection and direction of personnel, except as modified by the agreement." It is respectfully stated that the District's managerial rights regarding the hours of its secretaries and aides are specifically modified in Appendix B with the listing of specific hours for specific secretaries beginning with the 2001/02 school year, and with 1309 hours being agreed to as the hours per year for full-time school term work aides.

Finally, I understand and appreciate that the District based the increased hours on its operational and program needs. It had the "right reasons" in increasing the secretaries and aides hours. However, the District must also follow the "right way" and not the "wrong way" to secure its objectives. As the parties are presently bargaining for a successor collective bargaining agreement, the proper recourse for the District to secure additional hours for its operational and program needs is through bargaining and agreement with the Association. It is not through a unilateral change of the terms of Appendix B of the 2001/03 contract which still remains in effect through the *status quo* agreement.

Based upon all of the foregoing, the grievances will be sustained with an appropriate remedy.¹

Award

The grievances are sustained. The District is to cease and desist from continuing to implement its August, 2005 and September, 2005 unilateral changes of the yearly working hours for the full-time, school term secretaries and bus aides. Subject to further negotiations between the parties and their reaching a successor collective bargaining agreement, the District is to schedule the full-time school term bus aides for 1309 hours per year, and it is to schedule the secretaries in accordance with the schedule set forth in Appendix B that begins with the 2001-2002 school year.

Elliot Newman
Elliot Newman, Arbitrator

October 6, 2006
Pittsburgh, Pennsylvania

¹ The decision of the Association not to file grievances when other positions were declared vacant and their hours increased does not waive or prevent its right to file the instant grievances. The Association did not file grievances in other cases because in its estimation, the District had either bargained with the Association for the increase in hours or the increase in hours was within the parameters set forth in Appendix B.

IN THE MATTER OF THE
ARBITRATION BETWEEN

DUBOIS AREA *
SCHOOL DISTRICT * Grievance:
and * Unilateral Change
DUBOIS AREA * in Working
ESPA/DSEA/NEA, * Conditions

HEARING TRANSCRIPT

BEFORE: ELLIOT NEWMAN,
Arbitrator

HEARING: Monday, May 22, 2006
10:15 a.m.

LOCATION: DuBois School District
Administration Offices
500 Liberty Road
DuBois, PA

WITNESSES: Sandy Kiehlmeier, Ann
Monaco, Terra Begolly,
Robert Niznik, Kathleen
Ginther, Barbara Jo Smith,
Sharon Kirk

Reporter: Rhonda K. Thorpe

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APPENDIX B - TRANSCRIPT OF MAY 22, 2006 HEARING

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1 APPEARANCES		
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20		
21		
22		
23		
24		
25		

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7 J-3	Bus Aide Grievance	8
8 J-4	Expired Contract 1997-2001	8
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10 A-1	Status Quo Letter	23
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24	Accounting Position	52
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4	No. Description	Offered	
5	D-3 Board-Approved Openings	57	1 collective bargaining agreement
6	D-4 Board-Approved Openings	59	2 between the parties for the
7	D-5 Board-Approved Openings	59	3 period July 1, 2001 to June 30,
8	D-6 Board-Approved Openings	61	4 2003.
9	D-7 Board-Approved Openings	62	5 Joint Exhibit Two is a
10	D-8 Board-Approved Openings	63	6 Grievance, date stamped August
11	D-9 Board minutes, 9/14/05	91	7 30, 2005 and the response of
12	D-10 Summer calendar, 2006	95	8 the School District. And
13	D-11 Summer work duties	101	9 Exhibit Three, is a copy of a
14	D-12 '06 calendar	117	10 grievance date stamped
15			11 September 28th, 2005 with the
16			12 response by the School
17			13 District. And Joint Exhibit
18			14 Four is a copy of the
19			15 collective bargaining agreement
20			16 between the parties for the
21			17 period from July 1, 1997
22			18 through June 30th, 2001.
23			19 (Joint Exhibits One
24			20 through Four marked for
25			21 identification.)
			22 ARBITRATOR:
			23 Those four joint
			24 exhibits are admitted into
			25 evidence. It appears to be
		Page 7	Page 9
1	P R O C E E D I N G S		
2	-----		
3	ARBITRATOR:		
4	Good morning. My name	1 that this is a contract	
5	is Elliot Newman. I'm the	2 interpretation case.	
6	Arbitrator that has been	3 ATTORNEY RODKEY:	
7	selected to hear the	4 Thank you. The case	
8	arbitration between the DuBois	5 essentially is --- well, of	
9	Educational Support Personnel	6 course, it is a case of	
10	11 Association, ESPA, DSEA, NEA	7 contract interpretation. The	
11	and the DuBois Area School	8 two grievances really can be	
12	12 District. I would appreciate	9 considered as one. And they	
13	13 if the representatives of both	10 involve the unilateral change	
14	14 sides would introduce	11 in hours of essentially two	
15	15 themselves for the record?	12 classes of employees within the	
16	16 ATTORNEY RODKEY:	13 bargaining unit, secretaries in	
17	17 Representing the DuBois	14 various schools, elementary,	
18	18 ESPA is Randall, R-A-N-D-A-L-L,	15 middle and high school, and	
19	19 Rodkey, R-O-D-K-E-Y.	16 various categories of aides.	
20	20 ATTORNEY BEARD:	17 The Arbitrator already	
21	21 Carl Beard, B-E-A-R-D.	18 noticed the date of the	
22	22 ARBITRATOR:	19 collective bargaining	
23	23 Prior to going on the	20 agreement. It expired in 2003.	
24	24 record this morning, Joint	21 And the parties have been	
25	25 Exhibit One is a copy of the	22 working under status quo	
		23 understanding since that time.	
		24 They actually began to bargain,	
		25 I believe in January of 2003	

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for this collective bargaining agreement and been unable to reach a contract. I understand they're bargaining tomorrow, so perhaps we should have reversed these dates, looking at it from an optimistic point of view.

Nevertheless, problems that led to us being here today began in, I believe in August of 2005, following the August Board meeting, which I believe was the 24th, and we'll have the minutes.

On the 25th of August, the District posted as vacant, the secretarial positions in the bargaining unit, as well as various aides. On September 15th, following the September Board meeting, another posting went up for purposes of today involved, what --- I would call it as the bus aide, declaring

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1 vacant was unsettling, to say 2 the least. 3 People were advised that 4 they now had to re-apply or bid 5 for jobs that they thought they 6 had, and those jobs, according 7 to the postings that we'll 8 introduce, had substantially 9 increased hours, which was done 10 unilaterally in violation of 11 status quo understanding 12 between the parties and the 13 other articles of the 14 collective bargaining 15 agreement.

16 We will ask you at some 17 point to look at Exhibit A to 18 the collective bargaining 19 agreement. And you will see 20 that the parties have bargained 21 hours for the various classes 22 of secretaries and aides, and 23 then went into very detailed 24 listing of the hours for the 25 secretaries in the various

Page 12

Page 9

1 that position vacant and 2 seeking applicants for the 3 aides and the secretary 4 positions. 5 So the first problem 6 that the Association has with 7 this, Mr. Newman, is that we 8 believe that this is a 9 violation of the status quo, 10 understanding that the parties 11 had, as well as the violation 12 of the recognition clause of 13 the contract and Article II, 14 which deals with modification 15 of the contract, because these 16 changes in the hours for the 17 various secretaries, various 18 aides, were, in some cases, 19 quite substantially different 20 than the expired collective 21 bargaining agreement, under 22 which the parties were 23 negotiating and working. 24 The effect on the Local 25 of declaring these positions as

Page 11

1 schools. There might be 12 2 elementary schools --- eight 3 elementary schools, several 4 middle schools. 5 And the very last page 6 of the collective bargaining 7 agreement starts at the bottom, 8 it says secretary hours, and 9 then enumerates those. The 10 elementary school secretary, 11 for example, had a range under 12 the existing collective 13 bargaining agreement. They 14 went from 1340 hours to 1386 15 hours, and were unilaterally 16 increased to 1640 hours by the 17 posting.

18 The middle school 19 secretaries ranged from about 20 1360 hours to 1620 hours. They 21 were all increased to 1640 22 hours. And I believe there 23 were seven high school 24 positions, and I could be wrong 25 on the number. They ranged

Page 13

Page 14

1 from 1360 hours to 1400 hours,
 2 and they were all increased to
 3 1640 hours.
 4 We feel that's a clear
 5 violation of that appendix to
 6 the collective bargaining
 7 agreement.
 8 The fact that this
 9 occurred during ongoing
 10 collective bargaining between
 11 the parties on those very
 12 subjects, certainly had a
 13 chilling effect on the climate,
 14 and was perceived by the Local
 15 as a very anti-union maneuver
 16 on the part of the District.
 17 The same argument that I
 18 --- or the same factual
 19 scenario, rather, that I
 20 outlined for the secretaries
 21 also applies to the aides, that
 22 the aides were increased from a
 23 full term of 1309 hours to 1640
 24 hours.
 25 Now, there is a

Page 16

1 recognize its obligation to
 2 bargain changes in these hours,
 3 and we will introduce
 4 documentary evidence to show
 5 that, indeed, the District
 6 knows that it should bargain
 7 these changes and not impose
 8 them unilaterally.
 9 ARBITRATOR:
 10 Does the School District
 11 want to make an opening
 12 statement now?
 13 ATTORNEY BEARD:
 14 We'll do it now.
 15 ARBITRATOR:
 16 Okay.
 17 ATTORNEY BEARD:
 18 We agree that this is a
 19 contract interpretation case.
 20 However, we believe that there
 21 has been no contractual
 22 violation. In particular there
 23 has been no breach of status
 24 quo. It's true the parties
 25 have been bargaining on terms

Page 15

Page 17

1 provision in the bargaining
 2 agreement in Article 11, which
 3 states that the school year for
 4 full-time employees shall be
 5 from 1309 to 1640 hours, and
 6 indeed, that forms the essence
 7 of the District's response to
 8 the grievance, that under that
 9 provision of the collective
 10 bargaining agreement they had
 11 the liberty, if you will, to
 12 change those hours.
 13 But if you look at
 14 complete Exhibit B you will see
 15 that the parties had signed the
 16 collective bargaining
 17 agreement, identifying the
 18 specific hours for the specific
 19 positions, and we believe that
 20 specific appendix would control
 21 over the general school term of
 22 1309 to 1640 hours.
 23 We will introduce
 24 documents to show where
 25 heretofore the District

1 of a new successor agreement
 2 since January of 2003.
 3 However, the fact remains that
 4 during that period of time the
 5 District isn't in a position to
 6 simply let its programs
 7 stagnate.
 8 The collective
 9 bargaining agreement on page 28
 10 has a management rights clause
 11 with regard managerial
 12 prerogatives and directing the
 13 workforce as it deems
 14 appropriate.
 15 But also, more
 16 importantly, there is
 17 controlling language in the
 18 collective bargaining
 19 agreement, page 26, relative to
 20 school-term employees. In
 21 there it outlines that they can
 22 work from approximately 1,309
 23 hours up to 1,640. I know it
 24 will be addressed relative to
 25 the appendix. We believe the

Page 18

Page 20

1 fact that certain things didn't
 2 get carried over from changes
 3 in language from the '97 to
 4 2001 contract into the new
 5 contract isn't going to be
 6 controlling.
 7 We believe that there is
 8 a claim of contractual
 9 privilege in this particular
 10 case. I believe the bargaining
 11 history will bear that out.
 12 And you'll see in the '97 to
 13 2001 contract that was entered
 14 as Joint Four, addressed nine-
 15 month employees, it now
 16 addressed school-term employees
 17 from 1309 to 1640? The
 18 superintendent will testify as
 19 to the basis as to how this was
 20 brought along. I, myself, was
 21 involved in past negotiations
 22 in the district. But what
 23 we'll demonstrate is in the
 24 past, the superintendent ---
 25 this current superintendent,

1 else. What we're going to do
 2 is we're going to provide
 3 testimony that the association,
 4 through its representative, had
 5 indicated to the superintendent
 6 and other staff in the District
 7 that there was an obligation to
 8 post and that if you're
 9 increasing the hours, the most
 10 qualified individual is the
 11 person who is in that position.
 12 So you received a lot of
 13 information on how this created
 14 a lot of consternation. But
 15 what we're going to show in
 16 addition to what we've outlined
 17 in the bargaining history,
 18 we're also going to demonstrate
 19 that this action by the
 20 District was not done as an
 21 underhanded attack to undermine
 22 negotiations, as might be
 23 alluded to, but really was
 24 predicated upon operational
 25 needs of the District. And we

Page 19

Page 21

1 Sharon Kirk, has been here
 2 since 1995, and each year she
 3 has gone to the school board
 4 and they would act on her
 5 request to extend time during
 6 the course of negotiations, but
 7 that simply didn't make sense.
 8 And therefore, we sought to
 9 change the terminology from
 10 nine month employees to school-
 11 term employees, and hence we
 12 are where we are at this point
 13 in time.
 14 Also you heard much
 15 about the fact that these jobs
 16 were declared vacant, and it
 17 was completely unsettling.
 18 You're probably going to hear
 19 about 40 to 50 positions,
 20 somewhere around there, not one
 21 person who is in their position
 22 that the lower hours who now
 23 have increased hours, lost
 24 their position or were
 25 transferred or did anything

1 will have several individuals,
 2 to include the superintendent
 3 and other key administrators,
 4 testify as to the need, the
 5 operational need of the
 6 District, and that this was
 7 done as far in advance as
 8 possible so people would know
 9 clearly, way in advance, as to
 10 what the operational needs of
 11 the District are.
 12 And we will also
 13 introduce, to rebut the
 14 allegations of a change in
 15 status quo, we will also
 16 introduce a posting of other
 17 positions that occurred along
 18 the same line when these
 19 positions occurred that the
 20 Association didn't object. So
 21 they can't have their cake and
 22 eat it, too, challenge certain
 23 conditions and not challenge
 24 the others. And we believe
 25 that when the dust settles, you

<p>1 will find that the District 2 acted appropriately in terms of 3 the collective bargaining 4 agreement and the managerial 5 clause of the contract.</p> <p>6 ARBITRATOR:</p> <p>7 Why don't we start with 8 testimony for the Association?</p> <p>9 ATTORNEY RODKEY:</p> <p>10 Our first witness will 11 be Sandy Kiehlmeier.</p> <p>12 MS. KIEHLMEIER:</p> <p>13 Kiehlmeier (corrects 14 pronunciation).</p> <p>15 -----</p> <p>16 SANDY KIEHLMEIER, HAVING FIRST BEEN 17 DULY SWORN, TESTIFIED AS FOLLOWS:</p> <p>18 -----</p> <p>19 DIRECT EXAMINATION</p> <p>20 BY ATTORNEY RODKEY:</p> <p>21 Q Sandy, even though you're going 22 to be talking to me, sort of look 23 toward her or keep your voice up.</p> <p>24 A All right.</p> <p>25 Q Could you spell your name for</p>	<p>Page 22</p> <p>1 (Association Exhibit 2 Number One marked for 3 identification.)</p> <p>4 BY ATTORNEY RODKEY:</p> <p>5 Q And even though that's signed 6 by Terra Begolly, is that the 7 communiqu from your Local to the 8 District, indicating that the parties 9 would work under the ---</p> <p>10 A Yeah.</p> <p>11 Q --- terms and conditions of the 12 current contract?</p> <p>13 A Yes.</p> <p>14 Q And fortunately or 15 unfortunately, I guess, that's still 16 going on; correct?</p> <p>17 A Yes.</p> <p>18 ATTORNEY RODKEY:</p> <p>19 Mr. Newman, do you want 20 me to move the admission ---?</p> <p>21 ARBITRATOR:</p> <p>22 No, you don't have to.</p> <p>23 That's fine.</p> <p>24 BY ATTORNEY RODKEY:</p> <p>25 Q Sandy, take a look at Joint</p>	<p>Page 24</p>
<p>1 the record, please?</p> <p>2 A K-I-E-H-L-M-E-I-E-R.</p> <p>3 Q And what is your position here 4 with the School District?</p> <p>5 A Secretary at the high school.</p> <p>6 Q And how long have you been 7 employed here?</p> <p>8 A Twenty-six (26) years.</p> <p>9 Q And in similar-type positions,</p> <p>10 I guess?</p> <p>11 A I started out as a teacher</p> <p>12 aide, and then about five years ago I</p> <p>13 became a secretary.</p> <p>14 Q Now, the collective bargaining</p> <p>15 that's Joint Exhibit One, were you on</p> <p>16 the negotiating team for that, Sandy?</p> <p>17 A Yes.</p> <p>18 Q And I referred in my opening</p> <p>19 statement about the parties operating</p> <p>20 under a status quo arrangement.</p> <p>21 A Yes.</p> <p>22 ATTORNEY RODKEY:</p> <p>23 I'm going to show you a</p> <p>24 document that I'll mark as A-1,</p> <p>25 for Association Exhibit One.</p>	<p>Page 23</p> <p>1 Exhibit One, the contract.</p> <p>2 A Uh-huh (yes).</p> <p>3 Q And I want to refer your</p> <p>4 attention to Appendix B. Now, also</p> <p>5 present in the hearing room today is</p> <p>6 Ann Monaco; is that correct?</p> <p>7 A Yes.</p> <p>8 Q And for the period of</p> <p>9 bargaining for the collective</p> <p>10 bargaining agreement, was she on the</p> <p>11 team and the two of you basically</p> <p>12 bargained this together; is that</p> <p>13 correct?</p> <p>14 A Yes.</p> <p>15 Q Now, we have, if you look at</p> <p>16 page 32 of the collective bargaining</p> <p>17 agreement, Appendix A, which deals</p> <p>18 with wages; correct?</p> <p>19 A Right.</p> <p>20 Q And that was part of the</p> <p>21 bargaining, I would gather?</p> <p>22 A Right.</p> <p>23 Q Appendix B is entitled</p> <p>24 Categories of Personnel?</p> <p>25 A Yes.</p>	<p>Page 25</p>

	Page 26	Page 28
<p>1 QAnd Sections One through Five 2 define certain full-time, school-term 3 or part-time categories for 4 secretaries and aides? 5 A.Yes. 6 QAnd was that part of the 7 bargaining process? 8 A.Yes. 9 QThen at the very bottom of page 10 33 we have secretarial hours, and then 11 it goes on to page 34 and 35. Tell us 12 what those refer to? 13 A.Those refer to the secretarial 14 positions throughout the District at 15 every --- just before the conclusion 16 of every school year, the principals 17 would have to ask for hours, for the 18 secretary to work summer hours. And 19 we had met with Mrs. Kirk, and she --- 20 we talked about it, and she wanted to 21 incorporate those hours into the 22 salary instead of having time and time 23 again, the board having to approve 24 these hours. So each pool --- or each 25 position, some of them ended up with</p>	<p>1 many hours that one needs? Or you 2 tell us. 3 A.The decision was based on what 4 had been previously asked by the 5 principals. And this has gone on, I 6 think, longer than I was even here. 7 And like I said, they looked at the 8 past requests for hours and then hours 9 worked, and that's how they formulated 10 it. 11 QNow, when this --- by this, I 12 mean Joint Exhibit One. When that was 13 ratified, were these Appendices, A and 14 B part of the collective --- part of 15 the contract? 16 A.Yes. 17 QAnd were they there when it was 18 ratified by the Local and by the 19 District --- 20 A.Uh-huh (yes). 21 Q--- and signed off by the 22 respective parties? 23 A.Yes. 24 QThe document that's been 25 introduced as Joint One don't have</p>	
<p>1 more hours. Some of them ended up two 2 more hours. And what was done is they 3 looked at the past, what was approved 4 and the payroll, see what hours they 5 worked, and they'd come up with a 6 listing. 7 QMy understanding in discussing 8 this with you and Ms. Monaco is that 9 near the end of a given school year, 10 under the old contract, there would be 11 a little bit of --- I don't want to 12 say chaos, but a little bit of 13 confusion. Secretaries would have to 14 get their request for extra hours in, 15 A.Uh-huh (yes). 16 QIt would have to be funneled 17 through the administration to the 18 board and approved? 19 A.That's correct. 20 QWhat you have on pages 34 and 21 35 negotiated to eliminate that? 22 A.Yes. 23 QAnd I gather when you met with 24 Ms. Kirk, you and Ann, you looked at 25 the respective position decided how</p>	<p>1 signatures, but this is, in fact ---? 2 A.Yes. This is our contract. 3 QWhen did that ratification take 4 place, if you can recall? 5 A.I can't tell you a date. I 6 don't know. 7 QI didn't ask you before, so 8 that's not a fair question. Let me 9 ask you this then. You, of course, 10 are a secretary? 11 A.Yes. 12 QAnd Ms. Monaco? 13 A.Yes. 14 QAnd can you tell the Arbitrator 15 then the hours referred to on Exhibit 16 B, is that the basis upon which you 17 actually worked and were paid? 18 A.Yes. That was part --- this 19 became part of our salary. This is 20 how we were paid. 21 QAnd that happened since 2001? 22 A.Yes. Yeah, it became part of 23 our salary. 24 QAnd up until the current school 25 year, ---</p>	Page 29

Page 30	Page 32
<p>1 A.Yes.</p> <p>2 Q--- which brings us here?</p> <p>3 A.Right.</p> <p>4 ATTORNEY RODKEY:</p> <p>5 May I just have a</p> <p>6 moment?</p> <p>7 ARBITRATOR:</p> <p>8 Sure.</p> <p>9 ATTORNEY RODKEY:</p> <p>10 Thank you.</p> <p>11 (Association Exhibit</p> <p>12 Number Two marked for</p> <p>13 identification.)</p> <p>14 BY ATTORNEY RODKEY:</p> <p>15 Q Sandy, I'm showing you what</p> <p>16 we've marked as Exhibit A-2 and ask if</p> <p>17 you could recognize that and tell the</p> <p>18 Arbitrator what it is.</p> <p>19 A It's the posting of the</p> <p>20 positions that were approved to be</p> <p>21 increased by the Board at the previous</p> <p>22 board meeting. I think this was like</p> <p>23 the 24th of August.</p> <p>24 Q The exhibit I gave you is three</p> <p>25 pages, I believe?</p>	<p>1 A.Right.</p> <p>2 (Association Exhibit</p> <p>3 Number Three marked for</p> <p>4 identification.)</p> <p>5 BY ATTORNEY RODKEY:</p> <p>6 Q Sandy, the next thing I'm going</p> <p>7 to show you I'm marking as Association</p> <p>8 Three.</p> <p>9 When you get that, will you</p> <p>10 tell the Arbitrator what that is?</p> <p>11 A.These are the board's notes</p> <p>12 from September 14th, after the posting</p> <p>13 of the positions, and that was the</p> <p>14 hiring of the people back into their</p> <p>15 positions with an increase in salary</p> <p>16 --- or back into, I should say, new</p> <p>17 positions. And that's what this is.</p> <p>18 Q.And does a breakdown of the</p> <p>19 various positions, in fact, even</p> <p>20 individuals appear on pages seven and</p> <p>21 eight basically of the exhibit; is</p> <p>22 that correct?</p> <p>23 A.Yes.</p> <p>24 QMoving right along. Where are</p> <p>25 we up to? The next document, Sandy,</p>
Page 31	Page 33
<p>1 A.Uh-huh (yes).</p> <p>2 QAnd that speaks for itself, but</p> <p>3 it talks about 12 elementary</p> <p>4 secretaries, seven high school ---</p> <p>5 senior high school secretaries, five</p> <p>6 in the middle school?</p> <p>7 A.Uh-huh (yes). Yes.</p> <p>8 QNow, if you would go back to</p> <p>9 the collective bargaining agreement,</p> <p>10 Appendix B, starting with the middle</p> <p>11 school secretary, what were the hours</p> <p>12 for middle school secretaries,</p> <p>13 according to the collective bargaining</p> <p>14 agreement?</p> <p>15 AFrom Appendix B, they were from</p> <p>16 658 up to 1,620.</p> <p>17 QHow about the senior high?</p> <p>18 ASenior high ran from 658 up to</p> <p>19 1,640.</p> <p>20 QAnd for the elementary?</p> <p>21 AOh, various. It looks like</p> <p>22 1,340 up to 1,353, it looks like is</p> <p>23 the highest at the elementary.</p> <p>24 QAnd then there's various other</p> <p>25 individual secretaries, but ---?</p>	<p>1 we're labeling A-4.</p> <p>2 (Association Exhibit</p> <p>3 Number Four marked for</p> <p>4 identification.)</p> <p>5 BY ATTORNEY RODKEY:</p> <p>6 Q.The next document, Sandy, we're</p> <p>7 labeling A-4. Would you tell the</p> <p>8 Arbitrator what that is?</p> <p>9 A.That is an increase in hours</p> <p>10 for bus aides. They're posting the</p> <p>11 vacancies.</p> <p>12 QAnd would that be the basis for</p> <p>13 the second grievance?</p> <p>14 A.Yeah.</p> <p>15 ATTORNEY RODKEY:</p> <p>16 Now, the next document</p> <p>17 we'd like to mark A-5.</p> <p>18 (Association Exhibit</p> <p>19 Number Five marked for</p> <p>20 identification.)</p> <p>21 BY ATTORNEY RODKEY:</p> <p>22 QI'm going to lead you a little</p> <p>23 bit in that, just one page of the</p> <p>24 board minutes?</p> <p>25 A.Yes.</p>

Page 34	Page 36
<p>1 Q Where the change of the bus aide position was approved?</p> <p>2 A Actually ---.</p> <p>3 Q You tell us what it is.</p> <p>4 A Actually, Five is the increase 6 --- the agreement to increase the 7 hours for the 54, 55 people at the 8 August board meeting. This is the 9 minutes from the August board meeting.</p> <p>10 Q I had them in reverse order; 11 didn't I?</p> <p>12 A Yes.</p> <p>13 Q Shame on me.</p> <p>14 ATTORNEY BEARD:</p> <p>15 Do you want to keep them 16 A-4, A-5 or flip them? It's 17 early in the process.</p> <p>18 ATTORNEY RODKEY:</p> <p>19 It's early, yeah.</p> <p>20 ATTORNEY BEARD:</p> <p>21 Do you want to flip 22 them? It's only a question of 23 some pen strokes on the paper.</p> <p>24 ATTORNEY RODKEY:</p> <p>25 Let's do that.</p>	<p>1 instant collective bargaining 2 agreement; right?</p> <p>3 A Uh-huh (yes). Yes.</p> <p>4 Q You can't shake your head. You 5 got to give an oral ---.</p> <p>6 A It doesn't rattle ---.</p> <p>7 Q Mine rattles this morning, 8 especially when I get my exhibits out 9 of order. I'm going to show you what 10 we're marking as Association Six and 11 ask you to identify that, please.</p> <p>12 (Association Exhibit</p> <p>13 Number Six marked for 14 identification.)</p> <p>15 A This is the District proposal 16 when we were bargaining, their initial 17 district proposal on February 21st.</p> <p>18 BY ATTORNEY RODKEY:</p> <p>19 Q And turn to the last page and 20 tell us what that is, please.</p> <p>21 A They were going for an increase 22 --- this is categories of personnel, 23 Appendix B, where it has the hours 24 listed for secretaries and the various 25 aides in the District.</p>
Page 35	Page 37
<p>1 ATTORNEY BEARD:</p> <p>2 It will be 8/24/05 is</p> <p>3 now going to be Four, A-4. You</p> <p>4 tell me how you want it.</p> <p>5 ATTORNEY RODKEY:</p> <p>6 I'm trying to see which</p> <p>7 would be the simplest way.</p> <p>8 ARBITRATOR:</p> <p>9 Why don't we just leave</p> <p>10 it Five?</p> <p>11 ATTORNEY RODKEY:</p> <p>12 Yeah. You just have to</p> <p>13 coordinate the dates. I got my</p> <p>14 cart before my horse here. All</p> <p>15 right.</p> <p>16 BY ATTORNEY RODKEY:</p> <p>17 Q Now, in response to the August</p> <p>18 25th posting, which is Exhibit Two,</p> <p>19 and the September 15th posting, which</p> <p>20 is Exhibit Four, that's what prompted</p> <p>21 the instant grievances; correct?</p> <p>22 A Yes.</p> <p>23 Q Now, you've indicated in your</p> <p>24 previous testimony, Sandy, that you,</p> <p>25 along with others, had bargained the</p>	<p>1 Q And this was a proposal of the</p> <p>2 District; is that correct?</p> <p>3 A Yes.</p> <p>4 Q Their initial proposal?</p> <p>5 A Yeah.</p> <p>6 Q And looking at page eight, what</p> <p>7 was the proposal for a change in the</p> <p>8 hours for the school term work?</p> <p>9 A The change was 1,309 or 1,340</p> <p>10 hours per year.</p> <p>11 Q And there was a change from</p> <p>12 nine-month to school term, proposed</p> <p>13 there?</p> <p>14 A Yeah.</p> <p>15 Q And as ratified, the contract</p> <p>16 --- Joint Exhibit One does refer to</p> <p>17 school term; is that correct?</p> <p>18 A Yes.</p> <p>19 Q Is it correct that --- and</p> <p>20 again, you may have to clarify it for</p> <p>21 me, but we have elementary</p> <p>22 secretaries, middle school</p> <p>23 secretaries, high school secretaries</p> <p>24 and a handful of other kinds of</p> <p>25 secretaries; right?</p>

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1 A.True.
 2 QAnd do they all work a little
 3 bit different year?
 4 A.True.
 5 QSo is part of that the reason
 6 for declaring school term versus nine
 7 month to clarify that?
 8 A.Yes.
 9 QI mean, can you tell us that?
 10 A.Yes. Yes.
 11 QAnd is that why, in fact,
 12 Exhibit --- Appendix B on Joint
 13 Exhibit One has those different hours
 14 for all the enumerated positions?
 15 A.Yeah.
 16 QThey don't all just do exactly
 17 the same length of year?
 18 A.True.
 19 ATTORNEY RODKEY:
 20 Okay. Moving right
 21 along.
 22 OFF RECORD DISCUSSION
 23 (Association Exhibit
 24 Number Seven marked for
 25 identification.)

1 negotiations, so obviously --- you
 2 know, it's a tentative agreement. And
 3 until and when the final contract was
 4 ratified, it stayed a tentative
 5 agreement.
 6 QAnd doesn't even the very first
 7 sentence allude to that, the top?
 8 A.Yes.
 9 QSubject to the approval of the
 10 entire contract?
 11 AAbsolutely.
 12 QBut this was a proposal
 13 advanced by the District and was
 14 agreed to by the Association?
 15 A.Right.
 16 QJust never got off the ground?
 17 A.Right.
 18 QCan you tell the Arbitrator why
 19 the Association agreed to this
 20 particular tentative agreement that's
 21 identified as A-7?
 22 AWe've always had a good working
 23 relationship as far as hours and
 24 discussions. Mrs. Kirk would lay out
 25 of the plans. And we've always talked

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1 BY ATTORNEY RODKEY:
 2 QSandy, the next thing is going
 3 to be Association Number Seven, signed
 4 by two very dignified personnel, Terra
 5 Begolly and Carl Beard.
 6 Would you tell the Arbitrator
 7 what that is, please?
 8 A.This was a tentative agreement
 9 while we were negotiating the contract
 10 to eliminate the listing of the
 11 secretarial hours in the back --- in
 12 Appendix B, the secretarial hours and
 13 their building, the positions with
 14 hours when the position ---.
 15 QWhose proposal was it to delete
 16 that listing?
 17 A.The District's.
 18 QAnd can you just real briefly
 19 give us the history of --- this
 20 tentative agreement never became an
 21 agreement; correct?
 22 ANot yet.
 23 QJust real briefly, tell the
 24 Arbitrator what happened and why not?
 25 AWell, we're still in

1 about the hours. And in the course of
 2 this contract, there was some shifting
 3 of hours here and there, but we always
 4 stayed within the hours, whether one
 5 position got more hours, but we always
 6 stayed basically in the total number
 7 of hours for the position. So it's
 8 always been a good working
 9 relationship as far as that goes.
 10 QSince a new board came in in
 11 January of '04, I believe, what was
 12 the Board's position on several of the
 13 tentative agreements that were ---?
 14 AWe mentioned tentative
 15 agreements during negotiations, and we
 16 were told by Mr. Raybuck that that was
 17 the other board. They don't apply
 18 here. They don't mean anything.
 19 QSo that none of them are in
 20 operation at this point?
 21 A.Yeah. Yeah.
 22 ATTORNEY RODKEY:
 23 The next document will
 24 be Association Eight.
 25 (Association Exhibit

<p>1 Number Eight marked for 2 identification.)</p> <p>3 BY ATTORNEY RODKEY:</p> <p>4 QIf you would take a look at 5 that. Identify that for the 6 Arbitrator, please.</p> <p>7 AThis is a proposal that was 8 received from Mr. Raybuck at one of 9 our negotiation meetings in April.</p> <p>10 QI noted on the top left-hand 11 corner of the front page it said 12 revised April 6th.</p> <p>13 AUh-huh (yes).</p> <p>14 QSo would that be at about the 15 time it was made to you, give or take?</p> <p>16 ATTORNEY BEARD:</p> <p>17 I'm going to object to 18 this. I was here at the 19 bargaining session. This was 20 identified as a settlement 21 proposal, which you rejected.</p> <p>22 ARBITRATOR:</p> <p>23 Let me ask you this.</p> <p>24 Was this collective bargaining 25 proposal, proposed by the</p>	<p>Page 42</p> <p>1 ---.</p> <p>2 ARBITRATOR:</p> <p>3 One way or the other, 4 we'll cross that bridge when we 5 get to it.</p> <p>6 BY ATTORNEY RODKEY:</p> <p>7 QSandy, we're getting near the 8 end of this. Well, I was going to 9 sort of deal with that. All right.</p> <p>10 Maybe we should keep it in order now 11 that we're talking about that exhibit.</p> <p>12 I'll refer your attention to page 13 eight of the document --- I'm sorry, 14 page 32, as it's noted, which would be 15 the last page of the exhibit.</p> <p>16 AUh-huh (yes).</p> <p>17 QAnd the hours listed there on 18 actually --- I guess you have to go to 19 page 31. Appendix B starts there.</p> <p>20 I'm sorry, page 31.</p> <p>21 AUh-huh (yes).</p> <p>22 QCarrying over onto page 32, to 23 the aides, the hours listed there in 24 the District's proposal under Appendix 25 B, Sandy, are they consistent with the</p>
<p>1 school board?</p> <p>2 ATTORNEY RODKEY:</p> <p>3 That was my 4 understanding. And I could be 5 wrong, but that was my ---.</p> <p>6 ARBITRATOR:</p> <p>7 I mean, if it's a 8 proposal of the board, I think 9 I can consider it.</p> <p>10 ATTORNEY BEARD:</p> <p>11 Well, it was testified 12 that the items listed within 13 here are to delineate what the 14 practice is now as it relates 15 to the instant issue that's 16 before the Arbitrator. Because 17 then you have to have 18 testimony. If you're going to 19 bring somebody in, either me or 20 a board member that's on the 21 negotiating team.</p> <p>22 ATTORNEY RODKEY:</p> <p>23 He certainly can present 24 testimony. Or we can stipulate 25 to what he'd say. I mean, I</p>	<p>Page 43</p> <p>1 two postings that we previously 2 introduced for August and September?</p> <p>3 AYes.</p> <p>4 QBasically the unilateral 5 increase by the District?</p> <p>6 AYeah.</p> <p>7 (Association Exhibit 8 Number Nine marked for 9 identification.)</p> <p>10 BY ATTORNEY RODKEY:</p> <p>11 QThe next document, Sandy, is 12 Exhibit Nine. Is this an excerpt from 13 the Board meeting of October 12th?</p> <p>14 AYes. This is a copy of some 15 parts of the agenda on that day.</p> <p>16 QOf the agenda, okay. It's not 17 the entire document?</p> <p>18 ANo.</p> <p>19 QWould you tell us --- there's a 20 Memorandum of Understanding on the 21 last page; correct?</p> <p>22 AYes.</p> <p>23 QWould you tell us what that is, 24 please?</p> <p>25 AActually, this is a Memorandum</p>

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1 of Understanding from the other
 2 support staff from the District, and
 3 the Association agreeing to the
 4 increase in hours for elementary ---
 5 for food service workers.

6 ATTORNEY BEARD:

7 I'm going to object.
 8 This has nothing to do
 9 whatsoever with this grievance.

10 ATTORNEY RODKEY:

11 The purpose of the
 12 exhibit is simply to show that
 13 the District knows it has an
 14 obligation to bargain when it
 15 increases the hours. It is
 16 with another local ---.

17 ATTORNEY BEARD:

18 This is a whole
 19 different situation. There is
 20 ---.

21 ARBITRATOR:

22 I'm not as familiar with
 23 this as both of you are. But
 24 let me just allow it for now.
 25 I don't know how much weight,

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1 there were some changes in hours here
 2 to teacher aide positions; is that
 3 correct?

4 A.True.

5 QDid you file a grievance in
 6 response to this November 17th
 7 posting?

8 A.No.

9 QAnd would you tell the

10 Arbitrator why the Association did not
 11 file a grievance in response to these
 12 various changes in category? Let's
 13 start at the top and go down with two
 14 teacher aides.

15 A.Okay.

16 Q.Was that a change from the
 17 status quo?

18 A.It was two new positions. And
 19 Mrs. Kirk called me and we talked
 20 about it, and she talked about how the
 21 two aides would utilized for the full
 22 year. So that was a discussion between
 23 the two of us.

24 QAnd that was a new position?

25 A.Yes. Those are two new

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1 if any, I'm going to give to

2 it. Obviously, the School
 3 District can explain that
 4 further.

5 (Association Exhibit

6 Number Ten marked for
 7 identification.)

8 BY ATTORNEY RODKEY:

9 Q.Sandy, as we're passing these
 10 out, would you look at Association
 11 Exhibit Ten and identify that for the
 12 record, please?

13 A.That was the posting that came
 14 out on November 17th, and it has
 15 various positions on it, pages of
 16 postings, in fact.

17 Q.The document consists of four
 18 pages; correct?

19 A.Uh-huh (yes). Yes.

20 Q.The last two pages were added
 21 for completeness but really don't have
 22 any bearing on the case at hand,
 23 correct?

24 A.Correct.

25 Q.Just for the record. Now,
 26 contract says a minimum of 360 hours;

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<p>1 correct?</p> <p>2 AUh-huh (yes).</p> <p>3 QAnd that's on Appendix B?</p> <p>4 AUh-huh (yes).</p> <p>5 QActually, part --- most part-time aides work, in fact, 882?</p> <p>6 A882, yeah.</p> <p>8 QSo these two categories were 9 consistent with ---</p> <p>10 AYes.</p> <p>11 Q--- the collective bargaining 12 agreement?</p> <p>13 AUh-huh (yes).</p> <p>14 QCustodian, not our member?</p> <p>15 ANo.</p> <p>16 QFood service worker, ---</p> <p>17 ANo.</p> <p>18 Q--- not our member. Cafeteria 19 aide?</p> <p>20 AYes.</p> <p>21 QAgain, consistent with the 22 collective bargaining agreement?</p> <p>23 AYes.</p> <p>24 QTemporary teacher aide, ten 25 hours a week, didn't bother anybody.</p>		<p>1 AYes, a 1316 secretary.</p> <p>2 QHow many hours do you work 3 today?</p> <p>4 AI work 2080 now.</p> <p>5 QWhen did you go to 2080?</p> <p>6 AThree, four years ago. I 7 really don't remember the exact date.</p> <p>8 OFF RECORD DISCUSSION</p> <p>9 (District Exhibit Number</p> <p>10 One marked for 11 identification.)</p> <p>12 BY ATTORNEY BEARD:</p> <p>13 QAnd Sandy, just FYI, the cover 14 page on there is an internal document.</p> <p>15 I'm more interested in the second page 16 posting.</p> <p>17 AOkay.</p> <p>18 QIt's full time secretary,</p> <p>19 senior high, and then below it it says 20 senior high school accounting.</p> <p>21 ATrue.</p> <p>22 QAre you familiar with that job?</p> <p>23 AYeah. That's my position.</p> <p>24 QSo that was your 1316 position?</p> <p>25 AI have to say yes because of</p>
	Page 51	Page 53
<p>1 And the full aide was the subject of 2 another grievance, which has been 3 resolved?</p> <p>4 AYes.</p> <p>5 QThose hours are consistent with 6 what ---.</p> <p>7 ACorrect, consistent with the 8 collective bargaining agreement.</p> <p>9 ATTORNEY RODKEY:</p> <p>10 Carl, you may cross 11 examine.</p> <p>12 CROSS EXAMINATION</p> <p>13 BY ATTORNEY BEARD:</p> <p>14 QSandy, how long have you been 15 on the District's bargaining team?</p> <p>16 AA long time, and I don't know 17 if that's a legitimate answer.</p> <p>18 QWell, how many contracts?</p> <p>19 AAt least four, if not more.</p> <p>20 QSo since the early '90s, mid 21 '90s?</p> <p>22 AYes.</p> <p>23 QYou became a secretary when?</p> <p>24 AOctober of '86, I do believe.</p> <p>25 QWas that a full-time secretary?</p>	<p>1 the type of work I was in at that ---</p> <p>2 yes.</p> <p>3 QOkay. So at that time, the 4 District posted this and then you 5 asked to be considered for that, along 6 with other people?</p> <p>7 AYes.</p> <p>8 QAnd you got that?</p> <p>9 AYes.</p> <p>10 QAnd do you recall discussions 11 either then or after the fact where 12 you've outlined for the District the 13 people who were in a position ---</p> <p>14 already posting people in the 15 positions are for all practical 16 purposes qualified for these 17 positions?</p> <p>18 AWe've had that discussion, yes.</p> <p>19 Our contract states senior most 20 qualified. And even though it says 21 that, we were in agreement that, you 22 know, the person that's been doing the 23 job for 20 years and has been doing it 24 successfully obviously is the most 25 qualified for that position.</p>	

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1 Q Thank you. And you would agree
 2 what was put out there is the subject
 3 of this current grievance, the listing
 4 all those positions that came in, I
 5 believe it was A-3, all the listings
 6 --- there are a couple on page seven
 7 of the minutes of September 17th,
 8 number 26 on the agenda. Page seven
 9 of the minutes.
 10 A Yeah, seven and eight.
 11 Q Seven and eight. You would
 12 agree that everybody that responded
 13 did get the increased hours?
 14 A Yes. I don't think there's
 15 anybody on there that bid that didn't
 16 get their position.
 17 Q And that would have been
 18 consistent with your discussion with
 19 Mrs. Kirk?
 20 A As far as previous to that?
 21 Because we had no discussion on the
 22 salary.
 23 Q Correct.
 24 A Previous to that, yes. I mean,
 25 I would think that anybody that bid

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1 ATTORNEY BEARD:
 2 Brenda Roy, Donna Barr.
 3 OFF RECORD DISCUSSION
 4 ARBITRATOR:
 5 This is District Two.
 6 (District Exhibit Number
 7 Two marked for
 8 identification.)
 9 BY ATTORNEY BEARD:
 10 Q Look at page three of the
 11 exhibit, items six and seven. Item
 12 six on the December 21st agenda is
 13 Brenda Roy, and item seven is Donna
 14 Barr, B-A-R-R. So to confirm, these
 15 weren't grieved?
 16 A No.
 17 Q But under the collective
 18 bargaining agreement, there are no
 19 2080 teacher aide positions?
 20 A That's true.
 21 Q And the reason you didn't
 22 grieve these?
 23 A Ms. Kirk had called me and she
 24 laid out the plan for the 2080, that
 25 they were new positions within the

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1 for their position --- and I had asked
 2 if they didn't bid on their position,
 3 what would happen. And I didn't get a
 4 response because she was --- I was
 5 told that she didn't have like a
 6 directive from the board to say
 7 whether or not they would lose their
 8 position or not, so they bid on their
 9 own positions.
 10 Q Okay. Now, under the current
 11 collective bargaining agreement, the
 12 one for 2001 to 2003, ---
 13 A Uh-huh (yes).
 14 Q --- the maximum number of hours
 15 for that would be?
 16 A 1309.
 17 Q So when we said in our opening
 18 statement that there were positions
 19 that the Association didn't challenge,
 20 the position on the D-3 that went from
 21 882, Brenda Roy, and another one,
 22 Donna Barr, went from 882 to 2080?
 23 ATTORNEY RODKEY:
 24 Could you repeat those
 25 names? I didn't hear them.

1 bargaining unit, and we agreed to go
 2 to positions at 2080 for the variety
 3 of things that we discussed they would
 4 be doing throughout the summer and
 5 during the school year.
 6 ARBITRATOR:
 7 This is District Three.
 8 (District Exhibit Number
 9 Three marked for
 10 identification.)
 11 BY ATTORNEY BEARD:
 12 Q Are you familiar with a
 13 position that went from part time to
 14 full time in Virtual School and Title
 15 I secretary, went from --- I forgot
 16 what the numbers are, to 2080?
 17 A Yes.
 18 Q I believe that's from the
 19 September 15th, 2005 posting?
 20 A Posting, uh-huh (yes).
 21 Q This was just part of the
 22 grievance?
 23 A No, 2080 is a position within
 24 the secretarial ---.
 25 ATTORNEY RODKEY:

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<p>1 Excuse me, Carl. I'm 2 having a little bit of trouble. 3 Are you talking the Virtual 4 School programs? Thank you. 5 AShe was hired as a part-time 6 aide in '82, and then as there became 7 a need for her to 2080. And that's 8 what we agreed to, for 2080 in the 9 contract.</p> <p>10 BY ATTORNEY BEARD:</p> <p>11 QDo you agree that an 12 operational need was why it went to 13 2080?</p> <p>14 AWell, I'll agree to that. But 15 also 2080 is part of our contract.</p> <p>16 QOkay. So the situation where 17 the need went to 2080, is that 18 something that is now negotiable 19 between the parties, or how does that 20 work?</p> <p>21 AWell, with Mrs. Kirk we've 22 already had a good working 23 relationship and she explained it.</p> <p>24 And sometimes things have to become a 25 judgment call as far as I work at the</p>	<p>1 QSandy, I'm going to just go 2 back to District Four. An increase in 3 hours for the aide position. 4 AOkay.</p> <p>5 QYou would agree that there was 6 a change?</p> <p>7 AD-4, is that what you ---?</p> <p>8 QThat there was a need --- an 9 operational need for increasing hours, 10 and that's why ---?</p> <p>11 AOn D-4?</p> <p>12 QOn D-4.</p> <p>13 AYes. I'm sorry.</p> <p>14 QOkay. And that one, again, 15 that one wasn't grieved?</p> <p>16 ARight. They're within the 17 hours in the contract.</p> <p>18 QBut it still changed after the 19 contract had expired?</p> <p>20 AWell, we're still within ---.</p> <p>21 QRight. It's status quo, but 22 still ---</p> <p>23 ARight.</p> <p>24 Q--- there was a change from 25 those hours of 600-and-some to 700-and</p>
<p>1 high school. I know the need up there 2 and during the summer it's a very busy 3 place. We agreed to 2080 and that 4 they were two new positions at 2080.</p> <p>5 QAnd did Mrs. Kirk tell you 6 along the way that there were 7 operational reasons for the other 8 announcements that came out as it 9 relates to the grievance?</p> <p>10 ANo. We never had a discussion 11 on that. The only reason I found out 12 about those is I had a secretary that 13 was at the Board meeting that night, 14 and she called me and told me there 15 was an increase, and then Mrs. Kirk 16 called, I think it was the next day or 17 the day after that. I can't recall 18 the specific date, but no.</p> <p>19 (District Exhibits Four 20 and Five marked for 21 identification.)</p> <p>22 ATTORNEY RODKEY: 23 Off the record.</p> <p>24 OFF RECORD DISCUSSION</p> <p>25 BY ATTORNEY BEARD:</p>	<p>1 some, 612 to 720.</p> <p>2 AUh-huh (yes).</p> <p>3 QSo there was a change ---</p> <p>4 ARight. Yeah.</p> <p>5 Q--- of 108 hours?</p> <p>6 AYeah.</p> <p>7 QDistrict Five, ---</p> <p>8 AUh-huh (yes).</p> <p>9 Q---the secretarial position</p> <p>10 ---</p> <p>11 AUh-huh (yes).</p> <p>12 Q--- at the senior high school, 13 ---</p> <p>14 ASenior high school.</p> <p>15 QAnd again, this was a change</p> <p>16 ---</p> <p>17 AYes.</p> <p>18 Q--- in hours?</p> <p>19 AShe went from school term to 20 full year, 2080.</p> <p>21 (District Exhibit Number</p> <p>22 Six marked for 23 identification.)</p> <p>24 BY ATTORNEY BEARD:</p> <p>25 QOkay. D-6.</p>

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<p>1 A Uh-huh (yes).</p> <p>2 Q And this is an increase in 3 hours --- I mean, an increase in 4 hours, 658?</p> <p>5 ATTORNEY RODKEY:</p> <p>6 I'm sorry, Carl. Which 7 exhibit are you on now?</p> <p>8 ATTORNEY BEARD:</p> <p>9 Six.</p> <p>10 BY ATTORNEY BEARD:</p> <p>11 Q Did the guidance secretary ---</p> <p>12 A Yes.</p> <p>13 Q --- increase to 1323 hours?</p> <p>14 A As stated in Appendix B.</p> <p>15 Q Again, it increased in hours?</p> <p>16 A It had an increase in hours.</p> <p>17 But those are consistent with what's 18 in Appendix B.</p> <p>19 Q Again, this was after the 20 contract expired, under status quo?</p> <p>21 A Under status quo, yes.</p> <p>22 (District Exhibit Number</p> <p>23 Seven marked for 24 identification.)</p> <p>25 BY ATTORNEY BEARD:</p>	<p>1 Q In regard to what has been 2 marked as Association Eight, how many 3 different proposals do you believe you 4 have presented to the school board and 5 the school board has presented to you 6 since 2003 or '04, when they took 7 over?</p> <p>8 A At least a half a dozen 9 proposals, going either way. It's 10 been a long time, a long haul.</p> <p>11 Q And you have seen me as of 12 late, within the last six months 13 again, I've been back, would you say 14 that's safe to say?</p> <p>15 A You're there.</p> <p>16 Q And we have one tomorrow?</p> <p>17 A Yes, we do.</p> <p>18 Q And Mrs. Kirk wants --- she may 19 be in the building, but she may not be 20 at the table.</p> <p>21 A Very good.</p> <p>22 Q On the bus aides, the bus aides 23 were changed. They were increased to 24 what, 1393?</p> <p>25 A Yes.</p>	
	Page 63	Page 65
<p>1 Q District Seven, the same thing?</p> <p>2 A I didn't get a chance to look 3 at that one yet. Yes, there's an 4 increase in hours to a 2080 position 5 for the middle school.</p> <p>6 Q Just so I know, do you --- just 7 so you can confirm, you don't sit on a 8 bargaining team for the custodians?</p> <p>9 A No, I don't.</p> <p>10 Q Just this unit?</p> <p>11 A Just this unit, yes.</p> <p>12 Q Okay. And back in 2003, you do 13 recall Mrs. Kirk and I sitting at the 14 table with your group; correct?</p> <p>15 A Yes. You're usually the 16 familiar faces.</p> <p>17 Q The board changed?</p> <p>18 A Right.</p> <p>19 Q I disappeared for about a year 20 or two?</p> <p>21 A Yes, you did.</p> <p>22 (District Exhibit Number</p> <p>23 Eight marked for 24 identification.)</p> <p>25 BY ATTORNEY BEARD:</p>	<p>1 ATTORNEY BEARD:</p> <p>2 Give me a second. I 3 don't have any other questions 4 for --- oh, I do have.</p> <p>5 BY ATTORNEY BEARD:</p> <p>6 Q Just this whole issue of 7 operational needs in the District and 8 the conditions, the increase in hours 9 and nobody lost their positions, it's 10 your understanding that this came as a 11 complete surprise to you that there 12 was nothing out there at all that you 13 knew that there was an operational 14 need for increased hours?</p> <p>15 A If your --- that's kind of two 16 questions there. I'm hearing two 17 different questions. I know a need 18 for operational hours, but no, I did 19 not know that this was coming down and 20 we were going from 1309 to 1640.</p> <p>21 There was no discussion that that was 22 going to happen.</p> <p>23 Q But you would agree that the 24 old contract, the 1997-2001, used to 25 have nine month, ---</p>	

1 AUh-huh (yes).
 2 Q--- and now it just says
 3 school-term employees?
 4 AYes.
 5 QNow, the question I have here
 6 is underneath the school-term
 7 employees definition there's an
 8 extended year provision in the
 9 collective bargaining agreement. I
 10 think it's page 26.
 11 AYes, okay. I see it. I read
 12 it.
 13 QOkay. So the application of
 14 this is the District has the ability
 15 to increase hours under that; correct?
 16 AThis was one that was always
 17 used like if somebody was called in to
 18 work and they didn't --- and they
 19 worked, they'd have to have at least
 20 three and a half hours, or they could
 21 take comp time.
 22 QBut you would agree that if
 23 Mrs. Kirk decided to call someone in
 24 for 20 more days at seven hours, the
 25 extended work year would cover that?

1 additional time for the end of the
 2 school year and into the summer, would
 3 we still be here?
 4 AYes.
 5 QBecause of status quo breach?
 6 AYeah, because those hours, 1309
 7 to 1640, are based on Appendix B of
 8 the contract, specific positions and
 9 hours.
 10 QWell, then that contract
 11 language is meaningless then?
 12 AHow would it be meaningless?
 13 QWell, if the employer can't use
 14 it, it doesn't mean anything, then.
 15 What you're telling me is Appendix B
 16 trumps school term and extended school
 17 year?
 18 AYes. It's specific. I mean,
 19 this is our --- this is our school
 20 term according to Appendix B. And
 21 Appendix B was specific to positions
 22 and hours. And that's how it was
 23 worked out.
 24 ATTORNEY BEARD:
 25 I don't have any other

1 AThat's not how we used extended
 2 work year. Up until the increase in
 3 the hours --- you know, the people's
 4 hours, it was always board approval.
 5 This was always understood that it was
 6 done under board approval for the
 7 extended school year. This looks like
 8 if they needed somebody to come in
 9 here and there.
 10 QSo would it be your testimony
 11 if the board would have waited until,
 12 I believe, May 22nd? The board would
 13 have waited until March 1 and just
 14 simply said, the people that are the
 15 subject of the grievance now, you all
 16 have to work the same schedule based
 17 on the extended work year, we'd still
 18 be here today?
 19 AI don't understand. I'm sorry.
 20 QIn other words, if the board
 21 didn't post those positions in August
 22 and September respectively, and you
 23 filed a grievance and they just waited
 24 until March, this March 2006, and just
 25 said, people are going to work the

1 questions of this witness.
 2 REDIRECT EXAMINATION
 3 BY ATTORNEY RODKEY:
 4 QJust a couple, Sandy. Are you
 5 okay? Do you need a break?
 6 ANo, I'm fine.
 7 QMaybe we'll go backwards.
 8 Paragraph C there on page 26, the
 9 extended work year, that was in the
 10 previous collective bargaining
 11 agreement?
 12 AIt's always been there.
 13 QAnd it was in effect when, as
 14 you testified, you --- if you needed
 15 extra hours at the end of the year,
 16 you had to submit it for approval?
 17 AYes, that was the standard
 18 operation. You had to submit for
 19 those extra hours for summer.
 20 QSo as you characterized this
 21 paragraph C, it was more like on an
 22 as-needed basis, or I think you said
 23 here and there. So if somebody got
 24 called in and they said, hey, we need
 25 somebody to work extra time today,

<p>1 according to this paragraph you'd get 2 at least three and a half hours if 3 you're called in? 4 A.Yes. 5 QNow, I believe District 6 Exhibits D (sic) through Eight, 7 listing various people that we didn't 8 grieve, okay? 9 A.Okay. All right. 10 QYou reviewed those one by one 11 with Mr. Beard. I discern from your 12 testimony two reasons that you didn't 13 grieve. Either A, you discussed those 14 with Mrs. Kirk --- 15 A.True. 16 Q--- and/or they were within the 17 parameters of what we call Exhibit B; 18 --- 19 A.True. 20 Q--- is that correct? 21 A.Yes. 22 QAnd you did indicate that in 23 these areas you've had a good 24 relationship with Mrs. Kirk --- 25 A.Yes.</p>	<p>Page 70</p> <p>1 QAnd/or which did not follow 2 Exhibit (sic) B? 3 A.True. 4 QAnd that's what led to the 5 grievance here? 6 A.Yes. 7 Q.Thank you. In the collective 8 bargaining agreement, Joint Exhibit 9 One, what's the length of the work 10 year --- work day? I'm sorry. 11 A.If you're 2080, it's eight 12 hours. If you're 1309 to 1640 it's 13 seven. 14 QAnd is that still being 15 followed? 16 A.Yes. 17 ATTORNEY RODKEY: 18 Thank you. I have no 19 other questions. 20 RECROSS EXAMINATION 21 BY ATTORNEY BEARD: 22 QSandy, just so I know, those 23 other ones that had gone by, the 24 secretaries or aide positions that 25 there was an increase, did ---?</p>	<p>Page 72</p>
<p>1 Q--- in trying to resolve these 2 things? 3 A.Yes. 4 QOne of the earlier exhibits, 5 perhaps District Two or Three, 6 involved a Donna Barr or a Brenda Roy. 7 A.Yes. 8 QThose you specifically 9 discussed with Mrs. Kirk? 10 A.Yes, we did. We talked about 11 what their duties would be. 12 QAnd you reached an 13 understanding with her? 14 A.Absolutely. 15 QNow, the District exhibit --- 16 I'm sorry, the Association exhibits 17 for the two postings, which I believe 18 they are Association Two and 19 Association Four, August and 20 September, --- 21 A.Okay. 22 Q--- you grieved the ones from 23 those postings that were not discussed 24 with Mrs. Kirk? 25 A.Right.</p>	<p>Page 71</p> <p>1 ATTORNEY BEARD: 2 That's all right. I'll 3 withdraw it. I'm done. 4 ATTORNEY RODKEY: 5 I have one other 6 question. 7 REDIRECT EXAMINATION 8 BY ATTORNEY RODKEY: 9 QSandy, going back to this 10 contract, 2001/2003, Joint Exhibit 11 One, --- 12 A.Uh-huh (yes). 13 Q--- at that time that was 14 bargained, how many secretaries 15 actually worked 1640 hours? 16 A.One. 17 QJust one? 18 A.Yes. 19 Q.Thank you. 20 ATTORNEY RODKEY: 21 Now, that is it for me. 22 ARBITRATOR: 23 Nothing further. Why 24 don't we take a five-minute 25 break?</p>	<p>Page 73</p>

<p>1 ATTORNEY RODKEY: 2 Good idea. 3 SHORT BREAK TAKEN 4 ATTORNEY RODKEY: 5 I just have two brief 6 witnesses, Mr. Newman. 7 ARBITRATOR: 8 Okay. 9 ATTORNEY RODKEY: 10 Next, we'd call Ann 11 Monaco. 12 ----- 13 ANN MONACO, HAVING BEEN PREVIOUSLY 14 SWORN, TESTIFIED AS FOLLOWS: 15 ----- 16 DIRECT EXAMINATION 17 BY ATTORNEY RODKEY: 18 QAnn, you've already been sworn 19 in. And I'd like you to state your 20 name for the stenographer, and spell 21 your last name, please. 22 AAnn Monaco, M-O-N-A-C-O. 23 QAnd you're employed by the 24 District? 25 AYes.</p>	Page 74	<p>1 1985, when I worked in the cafeteria 2 office, Mr. Mock (phonetic) had to go 3 over and basically beg for a week 4 before and after school. And that was 5 it. I was only allowed to work those 6 two weeks. And then when I went to 7 the principal job, secretary to the 8 principal, at the end of the year 9 they'd have to go over and submit a 10 note asking for permission to give us 11 27 hours at the middle school. And 12 the other schools got, I think, 207 13 hours or something like that. But 14 that one there you couldn't go over 15 those hours. You had to just stay 16 within the realms of those hours. 17 QSo this went on for --- 18 AYears. 19 Q--- years? Were you part of 20 the process that Sandy testified to 21 then following reaching an 22 understanding for Joint Exhibit One? 23 AYes. 24 QMeeting with Mrs. Kirk? 25 AYes.</p>	Page 76
<p>1 QHow long have you been employed 2 here? 3 ASince 1980. 4 QAnd in what capacity? 5 ATeacher aide, cafeteria aide, 6 secretary. 7 QHow long have you been a 8 secretary? 9 ASince 1985. 10 QAlso active in the Association? 11 AUh-huh (yes). Yes. 12 QAnd did you bargain several of 13 the last contracts in conjunction with 14 Sandy --- 15 AYes. 16 Q--- and others? Okay. Again, 17 some of this is a little cumulative, 18 Ann, but I'd like you to address the 19 issue of asking to extend hours as you 20 approach the end of the school year, 21 what the process was and was it a 22 hassle or you use the adjective you'd 23 care to describe, and just tell the 24 Arbitrator, please. 25 AIt was a big deal, but since</p>	Page 75	<p>1 QAnd to avoid that, to identify 2 hours for positions? 3 ATo make it easier for everyone 4 concerned. They knew exactly what 5 they'd be working, and they'd leave it 6 for the D.O. to know exactly how many 7 hours you'd be working, and it was 8 part of our salary. 9 QAnd when you said that they had 10 to get approval, did the principal 11 have to take the hour request to the 12 board of school directors, and they 13 would do that? 14 AUh-huh (yes). 15 QAnd if somehow that didn't 16 happen, then --- 17 AThen you didn't get the hours. 18 Q--- you didn't get the hours? 19 The Board was very strict on that? 20 AUh-huh (yes). 21 QNow, I see you have the 22 collective bargaining agreement in 23 front of you. And we're back to page 24 26, at subparagraph C, extended work 25 year, ---</p>	Page 77

<p>1 A.Correct.</p> <p>2 Q Give an example to the arbitrator as to how that provision was utilized?</p> <p>5 A Our understanding was that like</p> <p>6 ---</p> <p>7 ATTORNEY RODKEY:</p> <p>8 I'm going to object.</p> <p>9 Parol evidence. The language</p> <p>10 speaks for itself.</p> <p>11 ARBITRATOR:</p> <p>12 If it's clear, then I</p> <p>13 think we can evaluate it. So</p> <p>14 you probably want to take the</p> <p>15 evidence. You can answer it.</p> <p>16 A My interpretation when we were</p> <p>17 allowed to use it, well, it's like we</p> <p>18 go to school, and when you got to</p> <p>19 school if they decided to cancel</p> <p>20 because of weather problems and other</p> <p>21 concerns and you were at school, you</p> <p>22 were allowed to stay two and a half</p> <p>23 hours, guaranteed two and a half</p> <p>24 hours. Because then they would be</p> <p>25 making it up at the end of the year.</p>	<p>Page 78</p> <p>1 -----</p> <p>2 TERRA BEGOLLY, HAVING BEEN PREVIOUSLY</p> <p>3 SWORN, TESTIFIED AS FOLLOWS:</p> <p>4 -----</p> <p>5 DIRECT EXAMINATION</p> <p>6 BY ATTORNEY RODKEY:</p> <p>7 Q State your name for the record,</p> <p>8 and spell your last name, please.</p> <p>9 A Terra, T-E-R-R-A, Begolly, B,</p> <p>10 as in boy, E-G-O-L-L-Y.</p> <p>11 Q What is your role in this</p> <p>12 matter with the Association, Terra?</p> <p>13 A I'm the UniServ representative</p> <p>14 for the local.</p> <p>15 Q And how long have you been</p> <p>16 involved with the local in its efforts</p> <p>17 to reach a new collective bargaining</p> <p>18 agreement?</p> <p>19 A The current agreement, I've</p> <p>20 been involved since we started</p> <p>21 bargaining in January 2003.</p> <p>22 Q I'm going to refer you to</p> <p>23 Association Exhibit Seven, which is</p> <p>24 labeled tentative agreement, signed by</p> <p>25 yourself and Carl Beard. Would you</p>	<p>Page 80</p>
<p>1 Another day would be added on. So we</p> <p>2 will not be held responsible for</p> <p>3 having to take another day off, which</p> <p>4 just gave us the extra three and a</p> <p>5 half or comp time. And that was the</p> <p>6 only way we were ever assumed to use</p> <p>7 the extended work year clause. It</p> <p>8 wasn't part of our summer work.</p> <p>9 BY ATTORNEY RODKEY:</p> <p>10 Q It was not used to extend you</p> <p>11 beyond the end of school into the</p> <p>12 summer?</p> <p>13 A No, never.</p> <p>14 Q That was that big deal approval</p> <p>15 process that you referred to?</p> <p>16 A Uh-huh (yes). Right. Uh-huh</p> <p>17 (yes).</p> <p>18 Q Thank you.</p> <p>19 ATTORNEY RODKEY:</p> <p>20 You may cross examine.</p> <p>21 ATTORNEY BEARD:</p> <p>22 No questions.</p> <p>23 ATTORNEY RODKEY:</p> <p>24 We next call Terra</p> <p>25 Begolly.</p>	<p>Page 79</p> <p>1 explain for the Arbitrator why the</p> <p>2 Association was willing to and did</p> <p>3 agree to this tentative agreement?</p> <p>4 A This was signed very, very</p> <p>5 early in the bargaining process. This</p> <p>6 bargaining was one of the first TAs</p> <p>7 that we had. The District put this on</p> <p>8 the table and they're the ones that</p> <p>9 wanted to eliminate the listing of</p> <p>10 hours from Appendix B. And part of</p> <p>11 the rationale --- and everyone who was</p> <p>12 on the board at the time was that the</p> <p>13 Association, basically Sandy at that</p> <p>14 point, and for the District Sharon at</p> <p>15 that point had this wonderful</p> <p>16 relationship where any time there was</p> <p>17 going to be a change the two of them</p> <p>18 were very good about discussing it</p> <p>19 with one another and making sure that</p> <p>20 everything was above board before</p> <p>21 anything was made. So since the two</p> <p>22 of them worked so closely with one</p> <p>23 another and successfully, we didn't</p> <p>24 see --- we didn't look down the road,</p> <p>25 I guess, to what would eventually be</p>	<p>Page 81</p>

1 happening now. We didn't see that
 2 there was any problem with removing
 3 those hours because there was a
 4 respect between the two parties, yes,
 5 there was going to be a change, but
 6 the figures were discussed before any
 7 changes were made.

8 Q Is it correct, thought, as
 9 Sandy testified, that all TAs are off
 10 the table at this point?

11 A When we first bargained with
 12 the new board, about two years --- a
 13 little over two years ago, we had
 14 addressed the proposal that we had on
 15 the table and the TAs that we agreed.
 16 And the chief negotiator for the board
 17 at that time made very clear that he
 18 had no interest in any kind of
 19 agreements, that it was all new and
 20 that anything done in the past was the
 21 past and we're starting over.

22 ATTORNEY RODKEY:

23 Thank you. You may

24 cross examine, Carl.

25 CROSS EXAMINATION

1 that?
 2 ATTORNEY BEARD:
 3 No.
 4 BY ATTORNEY BEARD:
 5 Q Terra, do you have District
 6 Eight in front of you?
 7 A Yes.
 8 q. Okay. At the time the
 9 grievance was filed, did you know the
 10 program reasons as to why the bus
 11 aides were increased in hours?
 12 A I had no discussions with
 13 Sharon about any of that.
 14 Q Did you do any investigation as
 15 to reasons for filing the grievance at
 16 all, find out why the bus aides were
 17 decreased in hours?
 18 A Well, before we file any
 19 grievances, I talk with Sandy. She is
 20 pretty reliable, as you have witnessed
 21 from her testimony, with regard to
 22 what's taking place. And if she and
 23 Sharon had a discussion as to what was
 24 going on, we left it alone. If Sandy
 25 called and said that this is out of

1 BY ATTORNEY BEARD:
 2 Q Terra, when did you start
 3 working here in DuBois?
 4 A I don't work in DuBois. I
 5 represent the local DuBois.
 6 Q When did you start representing
 7 the local?
 8 A September of 2002 or 2003.
 9 Q Okay. Now, did you or Sandy
 10 file the grievances?
 11 A Sandy filed them. I wrote
 12 them.
 13 Q I'm going to hand you what has
 14 been marked as District Exhibit Eight.

15 ARBITRATOR:

16 District Eight, Carl?

17 ATTORNEY BEARD:

18 Yes.

19 OFF RECORD DISCUSSION

20 ATTORNEY RODKEY:

21 May I excuse Ms. Monaco?

22 She has to sub or fill in this
 23 afternoon.

24 ARBITRATOR:

25 You have no problem with

1 line or this is not on the contract,
 2 or discussions did not take place or
 3 there was no agreement taking place,
 4 then we'd proceed from there. But if
 5 you're looking, Carl, ---.
 6 Q At the time the grievance was
 7 filed, did you know what the
 8 programmatic reason was for increasing
 9 the bus aide time?
 10 A I did not. But you may have
 11 asked Sandy that whenever we filed the
 12 grievance.

13 Q Did you know it was for working
 14 the extended school year program at
 15 the school?
 16 A I just told you I didn't know.
 17 Q If you turn to the September
 18 14th, 2005 board minutes, prior
 19 to ---.

20 A You know what, regardless if I
 21 do or not, though, the increase in
 22 hours is out of the realm of the
 23 contract. There was no memorandum.
 24 There was no discussion. There was no
 25 ---.

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1 ATTORNEY BEARD:
 2 Could she just answer
 3 the question, please?
 4 ARBITRATOR:
 5 I think she's giving you
 6 an extended answer.
 7 AI'm giving you an extended
 8 answer to your previous question. So
 9 regardless of what the reason was, the
 10 hours were out of the realm of what
 11 we've been contracted. It did not
 12 fall within the four corners.
 13 QSo you're going to write the
 14 arbitration decision as well or you're
 15 just filing a grievance?
 16 My question is, did you look to
 17 the board minutes for September 14th,
 18 2005 to indicate that the increase in
 19 the hours is going to be to deal with
 20 the extended school year program in
 21 the District?
 22 AI did not have the June 14th
 23 board minutes. And regardless, if I
 24 did or did not, what was done is
 25 outside of the four corners of the

1 education past the regular school year
 2 into the summer months?
 3 AWell, my understanding of an
 4 extended school year, as a former
 5 teacher, there would be programs put
 6 in place by a District or a group of
 7 Districts that has outside --- they
 8 didn't bring in the regular employees
 9 and say, will you work? They employed
 10 summer help for those summer programs
 11 or extended programs. They were not
 12 from the employees of the Districts.
 13 QTerra, how many proposals do
 14 you think have been exchanged between
 15 the parties since August or September
 16 2005 between the parties?
 17 AI don't keep track of them,
 18 Carl.
 19 QA couple?
 20 AObviously, you know the number,
 21 Carl. Just put it out here.
 22 QNo, I just ---:
 23 AI truly do not keep records of
 24 how many proposals go back and forth.
 25 I keep proposals. I don't keep a

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1 contract. So I wrote the grievance,
 2 Carl.
 3 QSo when your testimony is that
 4 anything --- any increase in hours is
 5 a violation?
 6 ANo. It was a violation if ---
 7 as I just told you earlier, if the
 8 Association and District did not
 9 discuss it and agree upon it and it
 10 was not consistent with the contract,
 11 that's a grievance. If the two
 12 parties agreed to the change, an
 13 agreeable condition of employment,
 14 then there would have been no
 15 grievance filed. It's a very simple
 16 process.
 17 QAre you familiar with the term
 18 extended school year, being a former
 19 teacher?
 20 AYes.
 21 QYes?
 22 AYes.
 23 QYou would agree that that's
 24 where students, special needs students
 25 or other students are provided

1 number count for each time that we
 2 meet. It's not important. What is
 3 important is what's on the table, what
 4 are we able to agree to, how can we
 5 work peacefully and continue toward an
 6 agreement. Whether there's eight,
 7 ten, 102 simply doesn't matter.
 8 ATTORNEY BEARD:
 9 Okay. I don't have any
 10 other questions.
 11 ATTORNEY RODKEY:
 12 I have no Redirect.
 13 Subject to rebuttal, we would
 14 rest. And I guess the exhibits
 15 are considered admitted?
 16 ARBITRATOR:
 17 Yes. In fact, I'll
 18 admit all the School District
 19 exhibits and all the
 20 Association exhibits that I've
 21 received to this point. Do you
 22 need a break?
 23 SHORT BREAK TAKEN
 24 ATTORNEY BEARD:
 25 Robert Niznik is our

<p>1 first witness, N-I-Z-N-I-K.</p> <p>2 -----</p> <p>3 ROBERT NIZNIK, HAVING BEEN PREVIOUSLY</p> <p>4 SWORN, TESTIFIED AS FOLLOWS:</p> <p>5 -----</p> <p>6 DIRECT EXAMINATION</p> <p>7 BY ATTORNEY BEARD:</p> <p>8 Q.Can I call you Bob?</p> <p>9 A.Please.</p> <p>10 QFull legal name for the record,</p> <p>11 please.</p> <p>12 ARobert Niznik, ---</p> <p>13 QOkay.</p> <p>14 A--- Supervisor of Special</p> <p>15 Education.</p> <p>16 QHow long have you been a</p> <p>17 Supervisor of Special Ed?</p> <p>18 ASince 1978, for DuBois since</p> <p>19 1998.</p> <p>20 QSo the total amount of time</p> <p>21 with the District overall since '98?</p> <p>22 AEight and a half years.</p> <p>23 QEight and a half years. What</p> <p>24 are your primary responsibilities?</p> <p>25 ASupervise special education</p>	Page 90	<p>1 that you would have responsibility</p> <p>2 for?</p> <p>3 A.The special education teacher</p> <p>4 aides and the secretaries for special</p> <p>5 education.</p> <p>6 QSo on this exhibit here, page</p> <p>7 two says special education teacher</p> <p>8 aide A through T, you'd be responsible</p> <p>9 for them?</p> <p>10 A.Yes.</p> <p>11 QAnd you said special education</p> <p>12 secretaries?</p> <p>13 A.Yes.</p> <p>14 QAnd like on the first page it</p> <p>15 has them listed as special education</p> <p>16 ---?</p> <p>17 A.Yeah, secretaries of special</p> <p>18 education, Laurie Leone and Pam</p> <p>19 Shaffer. Mrs. Preston is the Director</p> <p>20 of Special Education. They would be</p> <p>21 under her.</p> <p>22 QCan you give us an idea, what</p> <p>23 was --- what was the basis for looking</p> <p>24 at an increase in hours for these</p> <p>25 positions?</p>	Page 92
<p>1 programs for students with</p> <p>2 disabilities in all the schools.</p> <p>3 QAnd are you familiar with the</p> <p>4 issue and the subject of this</p> <p>5 arbitration today?</p> <p>6 A.Yes, I am.</p> <p>7 QDid you become aware that back</p> <p>8 in August or September 2005 of a need</p> <p>9 for increase in hours for certain</p> <p>10 positions in the District?</p> <p>11 A.Yes, I did.</p> <p>12 QOkay. In the listing, and</p> <p>13 there's --- I think there's --- the</p> <p>14 Association has one, but I have one</p> <p>15 here as well.</p> <p>16 ATTORNEY BEARD:</p> <p>17 Are we up to Nine?</p> <p>18 ARBITRATOR:</p> <p>19 Yes.</p> <p>20 (District Exhibit Number</p> <p>21 Nine marked for</p> <p>22 identification.)</p> <p>23 BY ATTORNEY BEARD:</p> <p>24 QBob, looking at District Nine,</p> <p>25 what are some of the positions in here</p>	Page 91	<p>1 AWe had the extended school</p> <p>2 year. And from the start, they had</p> <p>3 problems in securing support staff for</p> <p>4 the extended school year.</p> <p>5 QAnd when you say extended</p> <p>6 school year, could you just provide a</p> <p>7 little bit of the background</p> <p>8 information for the Arbitrator as to</p> <p>9 what an extended school year entails?</p> <p>10 AExtended school year is a</p> <p>11 federal and state mandate that</p> <p>12 requires us making a decision if a</p> <p>13 child with significant disability</p> <p>14 needs additional special education</p> <p>15 programming during the summer months</p> <p>16 in order that he might retain or she</p> <p>17 might retain or not regress the skills</p> <p>18 that they acquired during the school</p> <p>19 year. Historically, we've had trouble</p> <p>20 getting teachers as well as special</p> <p>21 education teacher aides. One year we</p> <p>22 had to resort to augmenting our</p> <p>23 program with students from Clarion</p> <p>24 University. The program runs for four</p> <p>25 weeks, mainly in the month of July.</p>	Page 93

1 Q Do some of these aides help as
 2 it relates to the summer school
 3 activities that go on as well?
 4 A Yes.
 5 Q For example?
 6 A We have children that require
 7 physical positioning, self-care, self
 8 help, skill assistance, mobility
 9 assistance, academic assistance, a lot
 10 of things that some of the people do
 11 during the regular school year.
 12 Q Did you ever hear of the term
 13 No Child Left Behind?
 14 A Yes, I have.
 15 Q Does it mean anything to you or
 16 the School District?
 17 A No Child Left Behind is a
 18 mandate that requires special
 19 education teachers and teacher aides
 20 become highly-qualified.
 21 Q Okay.
 22 A They're still trying to figure
 23 out what highly-qualified is for the
 24 special education teachers. There's
 25 rulings coming down about every other

1 A Project Success, summer school,
 2 elementary summer school, extended
 3 school year, the inservice days in
 4 August, the Tenex training, summer
 5 school training, which I'm doing,
 6 Tenex secretary training, CPR
 7 re-certification, the RAP training for
 8 special education and the autism
 9 training.
 10 Q So some of the things that you
 11 covered were inservice for the aides
 12 during the summer months?
 13 A Yes.
 14 Q What, if anything --- when is
 15 school tentatively supposed to start
 16 next year, what month, August?
 17 A On August the 29th.
 18 Q How do you get ready for
 19 school?
 20 A From what standpoint, which
 21 position standpoint?
 22 Q Anything that would be related
 23 to people you're responsible for.
 24 A We have a lot of paperwork
 25 requirement with special education.

1 month. We have a pretty good idea
 2 what they want for the teacher aides
 3 in terms of highly-qualified. And it
 4 requires training that the teacher
 5 aides can put in their portfolio to
 6 earn the classification highly-
 7 qualified.
 8 Q So what does the District, if
 9 anything, have planned for the aides
 10 with the increase in hours?
 11 A A series of training throughout
 12 --- series of training primarily in
 13 June and some in August.
 14 (District Exhibit Number
 15 Ten marked for
 16 identification.)
 17 BY ATTORNEY BEARD:
 18 Q I hand you what has been marked
 19 as District Ten and ask you to take a
 20 look at that. Let me know if you
 21 recognize that.
 22 A I'm familiar with some of
 23 these.
 24 Q What are you familiar with on
 25 there?

1 We have a lot of clerical information
 2 that has to be compiled by the
 3 secretaries, as well as teachers to
 4 get a child ready to start. We have
 5 the IEP. We have ancillary data to
 6 back up the IEP that's required. We
 7 have a lot of data collection required
 8 by our reading program to respond to
 9 the mandates of AYP, adequate yearly
 10 progress.
 11 Q So from your standpoint, are
 12 you aware that the Board was going to
 13 increase these hours for the aides?
 14 A Was I aware?
 15 Q That they were going to make
 16 these proposed changes to facilitate
 17 addressing these program needs?
 18 A I was hoping so.
 19 Q You were hoping so?
 20 A Yeah.
 21 Q Is that one of the
 22 recommendations?
 23 A From Mrs. Preston, I think so,
 24 yes.
 25 Q Would you agree that there's an

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1 operational need to have those hours
 2 as per the reasons you've outlined?
 3 A.Yes, I do.
 4 Q.Okay.

5 ATTORNEY BEARD:

6 I don't have any further
 7 questions of this witness.
 8 I'll release him for Cross.

9 CROSS EXAMINATION

10 BY ATTORNEY RODKEY:

11 Q.The document identified as
 12 Exhibit D-10 says summer calendar. I
 13 believe your testimony was that these
 14 were things beyond the regular school
 15 year; is that correct?

16 A.Correct.

17 Q.Now, activities necessary to
 18 get ready for this coming school year,
 19 you said some of that was because of
 20 AYP.

21 AAverage (sic) yearly progress.

22 Q.Right.

23 A.We collect a lot of data for
 24 the Gibbons reading program, and that
 25 has to be compiled. We're hoping to

1 Q.Kathy, state your full legal
 2 name for the record, please.
 3 A.Kathleen Ann Ginther,
 4 G-I-N-T-H-E-R.

5 Q.And by whom are you employed?

6 A.DuBois Area School District.

7 Q.In what capacity?

8 A.Elementary principal for the
 9 past six years.

10 Q.Okay. And prior to that?

11 A.I was a teacher here in the
 12 District for ten prior to that.

13 Q.What did you teach?

14 A.First grade and I did
 15 instructional support.

16 Q.Are you familiar with the

17 grievance that's before Mr. Newman?

18 A.Yes, I am.

19 Q.You are aware the District is
 20 looking to increase hours of certain
 21 staff here in the District?

22 A.Yes.

23 Q.And from your standpoint as an
 24 elementary principal, what were some
 25 of the things that were driving the

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1 get a computerized data collection
 2 program that we can implement during
 3 the regular school year.
 4 Q.But in any school year, isn't
 5 there a need to be ready for the
 6 school year? Certain things have to
 7 be done by the secretarial staff?

8 A.Correct.

9 Q.So it's not limited to just

10 AYP-driven concerns?

11 A.No. That was an example that I
 12 used.

13 ATTORNEY RODKEY:

14 That's all I have.

15 ATTORNEY BEARD:

16 I don't have any further
 17 questions for this witness.
 18 Next witness, Kathy Ginther.
 19 -----
 20 KATHLEEN GINTHER, HAVING BEEN
 21 PREVIOUSLY SWORN, TESTIFIED AS
 22 FOLLOWS:
 23 -----
 24 DIRECT EXAMINATION
 25 BY ATTORNEY BEARD:

1 request or the desire to increase the
 2 hours?

3 A.As one of four elementary
 4 principals, I know that we've gone to
 5 Mrs. Kirk for the past few summers and
 6 in August in a frantic, you know,
 7 panic that we were trying to get a
 8 little more time. Last year, I think
 9 she did give us some more time for the
 10 secretary for the billing, because
 11 there are so many things to do to
 12 prepare for school, and things would
 13 happen in the summer that needed
 14 attention.

15 Q.As far as the items, I guess,
 16 the question was, were you aware the
 17 District had put together a listing of
 18 job duties for certain staff for the
 19 extended hours?

20 A.Yes, I'm aware of that.

21 (District Exhibit Number
 22 11 marked for
 23 identification.)

24 BY ATTORNEY BEARD:

25 Q.And I'm handing you what has

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1 been marked --- please pass these
 2 three down and you get to keep this
 3 one. I'd just ask you to take a look
 4 at District 11. And let me know when
 5 you're finished looking at that.
 6 Are you familiar with that?
 7 A.Yes.
 8 Q.What exactly is that?
 9 AIt's a list of different, I
 10 guess, job descriptions as to what
 11 needs to be taken care of over the
 12 summer months.
 13 QIs there anything in there that
 14 impacts you or the other elementary
 15 principals in the school?
 16 A.The data entry/secretary.
 17 QOkay. And what, if any,
 18 program would there be for the
 19 elementary secretaries?
 20 AWell, over the summer a lot of
 21 times, as principals, we're in and out
 22 of the building, but we do take on
 23 quite a bit of the clerical duties
 24 that occur. We do mail, we do
 25 answering the phones.

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1 getting information off of other
 2 schools when children transfer.
 3 Again, we have kindergarten
 4 orientation, class list changes.
 5 There's just multitudes of things that
 6 compound because there's no support in
 7 addressing those.
 8 QSo you were aware that the
 9 board was going to increase the hours?
 10 AI don't know that I was aware
 11 before it happened, but I was aware
 12 that it happened.
 13 QYou did see eventually a copy
 14 of the minutes where the board
 15 increased the hours?
 16 AUh-huh (yes).
 17 QAre you in agreement with the
 18 increase in hours from an operational
 19 and program standpoint?
 20 AWell, I'm certainly to have
 21 more support with regard to some of
 22 these issues.
 23 QSo is that a yes or is that a
 24 qualified yes?
 25 AThat's a yes.

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1 ATTORNEY RODKEY:
 2 Bargaining unit work.
 3 AWe have people that are upset
 4 with us because they're not able to
 5 get in touch with us because there's
 6 no one in our building if we're not
 7 there. There are requests for records
 8 that come in, and they stack higher
 9 and higher until someone is able to
 10 address that. And unfortunately, they
 11 sometimes wait until school begins
 12 before we can send records or send for
 13 records and process them.
 14 QAnd how will these increases in
 15 hours assist you and the other
 16 elementary principals?
 17 AWell, there are many things
 18 that, you know, do need to be done.
 19 And like I said, we often see in
 20 October stacks of things that have had
 21 to wait from the summertime. School
 22 start-up is a big part of our
 23 September, and so we have many things
 24 that are just routine. And as far as
 25 receiving records, processing records,

1 ATTORNEY RODKEY:
 2 We'll stipulate she's
 3 happy to have help.
 4 ATTORNEY BEARD:
 5 I don't have any other
 6 questions. I'll release this
 7 witness for cross.
 8 ATTORNEY RODKEY:
 9 Just a couple of
 10 questions.
 11 CROSS EXAMINATION
 12 BY ATTORNEY RODKEY:
 13 QHow long have you been
 14 principal?
 15 ASix years.
 16 QThis document that you've ---
 17 District 11, when did you prepare
 18 this? Or did you? Let me ask you
 19 that, first of all. Did you prepare
 20 this?
 21 AWe have sat together, I think,
 22 as a group and talked about a lot of
 23 these things. And another elementary
 24 principal and I just talked. I don't
 25 know for all these things, the things

1 that we had had spoken about a few
 2 weeks back.
 3 QI'm not going to belabor the
 4 record by going through this, but as I
 5 skimmed through it while you were
 6 testifying, it looks like these are
 7 things that are pretty much part of
 8 what the District would have to do
 9 year-in, year-out over the summer;
 10 would that be correct?
 11 AAnd I really am only
 12 concentrating on employees 13 to 24
 13 because that's what I have.
 14 QOkay. But again, there's
 15 nothing in there that probably hasn't
 16 been and will continue to be part of
 17 the ongoing activity ---
 18 AThat will be needed.
 19 Q--- of either the principals or
 20 the clerical staff over the summer?
 21 AEven some of the technical
 22 training and so on, you know, all
 23 those updates and things that need to
 24 happen.
 25 ATTORNEY RODKEY:

1 two years. Came to the District as a
 2 reading specialist. I was a reading
 3 specialist prior to that for
 4 approximately 12 years. And prior to
 5 that, had about three years'
 6 experience as a classroom teacher.
 7 QDid you say literacy coach?
 8 ALiteracy coach, uh-huh (yes).
 9 QOkay. I take it --- I assume
 10 that would have to do something with
 11 reading. But what exactly does a
 12 literacy coach do?
 13 AIt works with the staff, the
 14 teachers, any other staff members to
 15 train them in literacy activities,
 16 reading activities, to reading, guided
 17 reading, writing, flexible groups and
 18 a lot of other projects. We do
 19 training with the staff in their
 20 classrooms. We have a lot of the
 21 aides as well. And monitoring that
 22 process as well.
 23 QIn your capacity as Director of
 24 Federal Programs, give us an idea of
 25 the kind of programs you're

1 Okay. Thank you. That
 2 will be all I have.
 3 ATTORNEY BEARD:
 4 The next witness, Barb
 5 Smith.
 6 -----
 7 BARBARA JO SMITH, HAVING BEEN
 8 PREVIOUSLY SWORN, TESTIFIED AS
 9 FOLLOWS:
 10 -----
 11 DIRECT EXAMINATION
 12 BY ATTORNEY BEARD:
 13 QWill you state your full legal
 14 name for the record, please?
 15 ABarbara Jo Smith.
 16 QAnd by whom are you employed?
 17 ADuBois Area School District.
 18 QIn what capacity?
 19 ADistrict Director of Federal
 20 Programs.
 21 QFor how long have you been the
 22 Director of Federal Programs?
 23 AI'm starting my third year.
 24 QAnd prior to that?
 25 AI was literacy coach for about

1 responsible for.
 2 AA lot of my time is spent
 3 working with the Title I program, but
 4 I also work with the elementary
 5 curriculum, under the direction of the
 6 elementary principals, or the
 7 curriculums that work for the
 8 District.
 9 QWhen you say Title I, what
 10 exactly is Title I, from an
 11 educational or program standpoint?
 12 AIt's a federally-funded
 13 program. And a lot of the guidance
 14 that we have right now is through No
 15 Child Left Behind, that we have to
 16 meet a lot of those different mandates
 17 for that program. And it works to
 18 target --- in our District it is a
 19 target assistive program, where we
 20 target our needs (sic) to students who
 21 have the most needs academically for
 22 assistance and support.
 23 QIn your capacity as the federal
 24 programs director, have you supervised
 25 anybody?

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1 AI supervise about 22 people.
 2 Five are people who are involved in
 3 this dispute.
 4 Q You are familiar with the basis
 5 of the grievance to increase the
 6 hours?
 7 A Yes, I am.
 8 Q Does the district have any
 9 operational program needs for
 10 increased hours?
 11 A We have a couple of different
 12 issues that we need to have --- that
 13 could benefit from having these hours
 14 extended. Summer Skills Enhancement,
 15 which is our summer program for
 16 elementary students, it's for Title I
 17 students, learning support students
 18 and regular ed students who have
 19 needs. And we have about 12 days in
 20 July and August that we have this
 21 program run throughout our District.
 22 And we use aides to work with groups
 23 of students. In the past, would have
 24 had to go out and hire those aides.
 25 It's always been a struggle, as we've

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1 that data. And this year it would be
 2 nice to have them actually go to the
 3 next step and be able to help analyze
 4 that data.
 5 We also, as I've said earlier,
 6 have highly-qualified staff members.
 7 And we want to continue to keep the
 8 training that's involved for them to
 9 keep them highly-qualified in some of
 10 the things we haven't been able to
 11 offer in the past or at least in the
 12 recent past, with CPR, first aid
 13 training.
 14 One of the key pieces that
 15 we're wanting to offer this summer is
 16 training a TransAct, which is a group
 17 that works on translating documents
 18 into the languages that parents can
 19 understand. Because that's behind of
 20 the Child No Left Behind compliance,
 21 that parents have to receive that
 22 notification in a language they can
 23 understand.
 24 So there's a training run how
 25 to work with that process, as well as

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1 heard earlier, to get those aides.
 2 And one thing that would be nice this
 3 year is we'll have highly-qualified
 4 people that are working with the
 5 students who are used to the program
 6 and used to how --- the modeling
 7 concept that we use with our students
 8 working in our summer program. And
 9 we'll also be able to create some
 10 quality materials for our summer
 11 program as well as some of our regular
 12 curriculum.
 13 Q We've heard Bob talk about No
 14 Child Left Behind and AYP on highly-
 15 qualified. How does that tie in with
 16 your responsibilities as well?
 17 A We have a number of different
 18 issues that fall into the No Child
 19 Left Behind compliance issue and the
 20 federal program issue.
 21 One of the things that, in the
 22 past, has been done is the adequate
 23 yearly progress in calculating a
 24 numerical assessment. The aides have
 25 been really instrumental in gathering

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1 to try to update some of their
 2 training in the computer and
 3 technology component. They work a lot
 4 with data collection, Excel, Word,
 5 Outlook and how to manage some of
 6 their files because I think at this
 7 point, after two years, working with
 8 me, there's a number of files that we
 9 have to work with on management.
 10 We also have a binder we call
 11 --- we work with in Title I that's a
 12 guide for our program. And we've had
 13 it for a year, and it's really time to
 14 get together again and update that
 15 binder and get it so that they're all
 16 the same, and have District-wide
 17 policies and practices for our federal
 18 programs, Title I program, that are
 19 the same.
 20 Q So what are you doing for like
 21 getting ready for '06/'07?
 22 A There is a lot of transition
 23 for '06/'07. And in the past, it's
 24 always been done within the school
 25 year, which limits our starting date

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1 that we have to go --- you know, bump
 2 it back. If, you know, they are able
 3 to work on preparing some of the data
 4 collection, transferring the files,
 5 setting up the files for assistance we
 6 can get into the classrooms a lot
 7 earlier and not have some of the time
 8 spent with that, as well as
 9 inventorying some of the supplies in
 10 the Title I room.
 11 We do have some regular
 12 curriculum issues as well.
 13 Q.What about some curriculum
 14 issues?
 15 A.We are, for the first time,
 16 being able to warehouse our extra
 17 materials all in one place. In the
 18 past so that if we had any student
 19 arrive in the building, you had to
 20 call all eight buildings to find out
 21 where the extras are at so you can get
 22 enough materials for that student. So
 23 this year we're going to have a
 24 warehouse of those materials at one
 25 place in the District. And this group

1 provide that.
 2 Q.And you saw District Ten as far
 3 as how many listings, inservices and
 4 other things?
 5 A.Yes.
 6 Q.What are some of the things on
 7 there that would fall in your the area
 8 that you're familiar with?
 9 A.Teacher-directed activities in
 10 the room, elementary summer school.
 11 Summer school training, I'll be
 12 working with that with the elementary
 13 level. CPR training, technology
 14 training as well, and possibly the
 15 autism training that's still in the
 16 process yet.
 17 Q. So you're in agreement with
 18 these increased hours from a
 19 programming standpoint?
 20 A.Yes. I think this is going to
 21 make our program run much smoother
 22 next year because a lot of these daily
 23 duties that we had squeezed into the
 24 beginning or the end of the regular
 25 year, as well as having wonderful help

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1 will be working on inventorying and
 2 organizing them and putting them away
 3 so we can, in one quick phone call,
 4 get all the materials you need for one
 5 student when they arrive in the
 6 District, as well as working with the
 7 curriculum director on even getting
 8 books. At one time we did not have a
 9 listing of those materials, but
 10 they're available across the District.
 11 Q.I have a question here. You
 12 talked before about that that Transact
 13 training, translating into different
 14 languages. Isn't there something out
 15 there that they have a buzzword for,
 16 like ESL or something like that, that
 17 ---?
 18 A.Yes, ESL, English as a Second
 19 Language, or ELL, learner. And that's
 20 basically the --- that's under Title
 21 III, the regulations for that. But it
 22 also guides in giving --- that we have
 23 to have that documentation in a
 24 language that they can understand and
 25 TransAct is the group that will

1 in the summer school.
 2 Q.And you saw that list of
 3 personnel?
 4 A.Uh-huh (yes).
 5 Q.And you have seen that listing?
 6 A.Yes. And it does have on it
 7 specifically, Title One employs 30 ---
 8 34. But also summer school would have
 9 some special education aides, as well
 10 as working with them, some of their
 11 responsibilities would be with me as
 12 well.
 13 Q.How many of those?
 14 A>About 15 to 18.
 15 Q.Are you aware that the
 16 administration has put together a
 17 schedule to cover the summer months,
 18 June through, I believe, August?
 19 A.Yes, in talking about some of
 20 these things that we've had a
 21 discussion about.
 22 (District Exhibit Number
 23 12 marked for
 24 identification.)
 25 BY ATTORNEY BEARD:

1 QI'll let you pass that down.
 2 Let's take a look at District 12. Let
 3 me know when you're done.
 4 Are you familiar with District
 5 12?
 6 AYes.
 7 QWhat exactly is it?
 8 AIt's more or less putting on a
 9 calendar some of the different
 10 activities that we've discussed,
 11 showing you where those fit within the
 12 summer months, some of the different
 13 job responsibilities, training and
 14 activities that are going on within
 15 the District, across the District,
 16 across all the grade levels.
 17 ATTORNEY BEARD:
 18 I don't have any other
 19 questions. I release her for
 20 cross.
 21 ATTORNEY RODKEY:
 22 I have no questions of
 23 this witness.
 24 ATTORNEY BEARD:
 25 Okay. Can we have a

1 QOkay. And prior to that?
 2 AI was assistant superintendent.
 3 QFor how long?
 4 AI worked for the School
 5 District back in the '60s, and then in
 6 1989 I came back to the District and
 7 I've worked since 1989 in various
 8 capacities, administrative assistant,
 9 assistant to the superintendent,
 10 superintendent.
 11 QAnd would it be safe to say
 12 that you have a pulse on what occurs
 13 for the district from negotiations to
 14 an HR standpoint all across the board?
 15 AI try. Understand I try.
 16 QAnd have you sat on bargaining
 17 teams since assuming the helm as
 18 Superintendent?
 19 AI have in the past. I don't
 20 currently, but I did in the past.
 21 QYou're familiar with the issue
 22 that's before Arbitrator Newman?
 23 AYes.
 24 QTell us a little bit about the
 25 issue with the increased hours, how

1 two-minute break?
 2 ARBITRATOR:
 3 Sure.
 4 SHORT BREAK TAKEN
 5 OFF RECORD DISCUSSION
 6 ATTORNEY BEARD:
 7 The District would like
 8 to call Mrs. Kirk.
 9 -----
 10 SHARON KIRK, HAVING BEEN PREVIOUSLY
 11 SWORN, TESTIFIED AS FOLLOWS:
 12 -----
 13 DIRECT EXAMINATION
 14 BY ATTORNEY BEARD:
 15 QSharon, could you state your
 16 full legal name for the record,
 17 please?
 18 ASheron Kirk.
 19 QBy whom are you employed?
 20 ADuBois Area School District.
 21 QIn what capacity?
 22 ASuperintendent.
 23 QHow long have you been
 24 superintendent?
 25 ASince 1995, I think.

1 that all came before us.
 2 AWell, Sandy is right, we had a
 3 really good working relationship, and
 4 we've worked well over the years to
 5 try and fill different positions. And
 6 in past years there were school boards
 7 who were not willing to spend money on
 8 support staff, and so many times in
 9 the past the staff urged me to do
 10 that, saying we need more time in one
 11 position or another, and I not being
 12 able to do that because the board
 13 wasn't willing financially to do that.
 14 At this point in time we have a
 15 board who is willing financially to
 16 support that issue. And I have,
 17 throughout the years had many
 18 administrators and teachers and
 19 support people comment and say, we
 20 need more time, whether it be the high
 21 school principal coming and saying I
 22 can't get everything ready for school.
 23 I need people over the summer.
 24 Whether it be the middle school
 25 principal because he has programs this

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1 summer that he wants to run, there are
 2 those would like us to have support
 3 staff, eight-hour people instead of
 4 seven, because there are things that
 5 happen particularly at the end of the
 6 day, and they need more help for that
 7 as well.

8 With this particular issue,
 9 there are several things that have
 10 occurred. First of all, we added
 11 transportation for summer school
 12 because we wanted to increase the
 13 number of students coming to summer
 14 school this summer. And as far as
 15 adequate yearly progress, that might
 16 the national point. The push has been
 17 very much pro student achievement.
 18 I'm looking for many ways to increase
 19 student achievement and extending
 20 summer school options at all of our
 21 levels, not just the elementary level,
 22 is one of the things that we've tried
 23 to do. So you'll see on that list
 24 there, there's a whole listing of
 25 those kinds of things.

1 Until we got to the point where all
 2 the schools had access to using that
 3 data and using AS400, we weren't in a
 4 position to implement those software
 5 packages. You can understand that if
 6 you have 4,500 students and all the
 7 health information is currently on
 8 paper or all the emergency information
 9 is currently on paper, it is a huge
 10 task in trying to get that information
 11 into the technology base. And so all
 12 those issues come together. And I'm
 13 always after more help than I can get.
 14 Q So how did this translate into
 15 actions being taken by the board when
 16 the actual increase in hours would
 17 have occurred with the postings ---?
 18 A You want the actual postings on
 19 the agenda and why they got on the
 20 agenda?
 21 Q Yes, why they were recommended.
 22 A Well, as far as the secretaries
 23 go, one of the things that happened
 24 that I asked the board for more time
 25 was the teacher contract was now 187

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1 So there's a piece with the
 2 people in the District saying we need
 3 some more support. There's a piece
 4 with achievement because we need help.
 5 The third piece I'd like to
 6 address is we have failed in the past
 7 to use our technology program which we
 8 call Tenex, which is on a mainframe.
 9 And so we have the Tenex system, which
 10 we've had for years, but we don't use
 11 it well. We don't put all the data
 12 in. We don't have any emergency data
 13 in. We don't have any special ed data
 14 in. We haven't used the health module
 15 at all.
 16 A year ago, a year and a half
 17 ago the board hired a management
 18 information systems director who is a
 19 professional in management information
 20 systems. And he has spent the time
 21 with us getting us ready to be able to
 22 use that particular software
 23 effectively. And to add to this,
 24 infrastructure really brought to where
 25 it needs to be across all our schools.

1 days and then you had summer school.
 2 The basis of my premise is it's really
 3 difficult to have people in a building
 4 at programs, whether they be teachers
 5 or students without secretaries.
 6 There are tons of phone calls, all
 7 kinds of things that they need. So I
 8 have been requesting from the board
 9 for some time that they increase the
 10 hours of the secretaries. So finally
 11 the board was receptive and said that
 12 they would be willing to do that. I
 13 even toyed with making them 2080,
 14 which would allow us to do all the
 15 things you heard, as well as some of
 16 the other necessary things that we
 17 have.
 18 Q So that would have encompassed
 19 at least the subject of Association
 20 aides, too. We have secretaries?
 21 A Yes, secretaries, aides,
 22 teacher aides, which would be on there
 23 as well.
 24 Q And the use of the teacher
 25 aides would rest on the Tenex system

1 with the impact on the secretaries and
 2 there might have been other things
 3 that would go on. What about teacher
 4 aides, the use of them?
 5 A Well, I think that you've heard
 6 testimony from the Special Ed
 7 Department and Title I. And there's a
 8 need for using them in all of our
 9 summer schools. And I'd like to
 10 expand on that, if I could. And then
 11 the training which is held up. It's
 12 very difficult to pull them out
 13 classrooms to do that.
 14 Q The School District itself, how
 15 many different elementary schools?
 16 A We have eight elementary
 17 schools, a middle school, a high
 18 school and a full-time vocational
 19 school.
 20 Q And I you talked very fast and
 21 indicated that you're running
 22 transportation. Why is that important
 23 as it relates to this particular year,
 24 in the summer?
 25 A This is the first time for our

1 So expanding summer school
 2 options allows us to meet the needs of
 3 those students who need to be brought
 4 up to speed, and become prescriptive.
 5 So at some point I would be extending
 6 summer school beyond the current 12
 7 days that we do it. But you have to
 8 grow those things. They don't just
 9 drop it into place all of a sudden.
 10 Q And the Association put in the
 11 postings for September 15th for the
 12 bus aides when they were increased to
 13 1393. And I believe you put an
 14 exhibit in that said that they would
 15 also assist in the extended school
 16 year?
 17 A Well, the bus aides,
 18 particularly --- the extended school
 19 year is a requirement by law,
 20 particularly for disabled students who
 21 need it. And bus aides were
 22 specifically transporting our special
 23 students. And the problem we've had
 24 in the past is that when it came to
 25 that extended school year, we had a

1 elementary students we are providing
 2 transportation. In years past we
 3 offered --- we've been growing summer
 4 school, so that it could be
 5 prescriptive and that we could meet
 6 individual student needs. And in the
 7 past, parents had to provide the
 8 transportation. This year, we're
 9 going to provide transportation. So
 10 that we've had a huge increase in the
 11 numbers, probably double the students
 12 that we've had in the past. And we
 13 want to grow that even further because
 14 as we deal with students at the
 15 elementary level who are not
 16 achieving, there is a whole school of
 17 thought out there --- retention does
 18 not work.
 19 So if you read all the
 20 research, if you keep a student back,
 21 their achievement is not going up.
 22 But the facts are that some students
 23 need extra help. Not all children
 24 learn everything they need to do
 25 within the 180-day structure.

1 hard time sometimes even finding
 2 someone who would transport the
 3 children, and we had to pay
 4 compensatory education in the past.
 5 Because without that particular aide
 6 on the bus, some special needs
 7 students couldn't get to school. But
 8 since we are required to do 12 days of
 9 extended school year, it just made
 10 sense that their work year ought to
 11 include 180 days, plus the 12 days of
 12 summer, hence the 1393.
 13 Q The District introduced,
 14 primarily through Sandy, a listing of
 15 items, District One, Two, Three, Four,
 16 Five, I think up through actually
 17 Seven, of positions that had been
 18 posted or hours which have been
 19 increased over a period of time. Are
 20 you familiar with all of these?
 21 A Yes.
 22 Q And these were not grievable?
 23 A No.
 24 Q Okay. But they were increased
 25 in hours?

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1 A.They were increased in hours
 2 and changes in hours. Well, I think
 3 the contract authorizes that.
 4 QI asked Sandy a question on
 5 cross if she was familiar with any
 6 type of discussion with how postings
 7 should occur with people being in
 8 there. We have here District Nine,
 9 which was similar to --- there is a
 10 listing of employees who had their
 11 hours increased. It starts off here
 12 secretaries, and then A through E, and
 13 then secretary at the senior high, A
 14 through G, and then it keeps going
 15 down. Did everybody who is listed on
 16 here, did anybody not get their prior
 17 position?
 18 ANo. My understanding --- this
 19 is the way we have worked in the past,
 20 and we did it several times, when a
 21 position whose hours are increased ---
 22 I would post it and people would bid
 23 it, but the agreement was that if
 24 someone wants in that job, that job is
 25 theirs because they were qualified.

1 We keep the library open all summer.
 2 We have the middle school summer
 3 program.
 4 QThis Foresight, is that just
 5 limited to a particular subject, or
 6 what does that encompass?
 7 AIt's reading and math. We're
 8 actually looking to expand it down to
 9 the elementary. It's at the middle
 10 school year right now and using it ---
 11 it gives you data so that, again, you
 12 can actually differentiate for each
 13 individual child. So that you can
 14 know from that data if the child
 15 progresses towards proficiency under
 16 No Child Left Behind.
 17 QAnd how many times a year do
 18 you do this now, the Foresight?
 19 AIt's a program. And Mr.
 20 Hawkins is passionate about all of his
 21 programs and about his school becoming
 22 more successful. It didn't make
 23 adequate yearly progress last year.
 24 So it's important for him that the
 25 summer programs be supported.

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1 The postings were my way of meeting
 2 what was expected from the union.
 3 QNow, you talked about the
 4 elementary setting a little bit. As
 5 far as the middle school, how many
 6 kids are in the middle school?
 7 AA little under 1,200 now.
 8 QOkay. And as far as the
 9 additional time, what, if anything,
 10 might we expect or programmatically
 11 expect to see if the additional hours
 12 be used at the middle school?
 13 AWell, first of all, the middle
 14 school has always requested a whole
 15 new position besides the additional
 16 hours because there is --- we have
 17 expanded our opportunities. That's
 18 the same thing I'm talking about with
 19 achievement and summer school. We
 20 have a Foresight benchmark project
 21 where we actually test the students as
 22 it relates to the PSSA test. We have
 23 reading programs, reading recovery
 24 programs, a multitude of different
 25 kinds of programs to get achievement.

1 QWhat do you do with all that
 2 info? I mean, how does it get to
 3 where it's supposed to go?
 4 AWell, one of the things we're
 5 working on is a system, again, which
 6 our MIS director has developed for the
 7 middle school itself, a program to be
 8 able to data warehouse individual
 9 student data. And some of the issues
 10 become how do you put that information
 11 into the data warehouse so that all of
 12 their scores on their standardized
 13 testing, and their grades from their
 14 teachers, plus several other computer
 15 programs that they use, the learning
 16 programs that they use, how that date
 17 comes together. So that's part of the
 18 issue of what these people will do
 19 this summer.
 20 QI know Mr. Hawkins isn't here,
 21 but when I spoke to him he mentioned
 22 something tied into the programs over
 23 there, a curriculum called A Plus.
 24 What does that mean to us?
 25 AIt's such a good a program that

1 students use to do remediation. It
 2 keeps data on individual progress.
 3 You take a test and it programs what
 4 they need to do next.
5 QSo in other words, the middle
6 school, they would use that to put
7 data entry ---?
8 AThere would be a lot of data
 9 entry, because there is no data entry
 10 right now for that independent system.
 11 That's a huge feat across the whole
 12 district for secretaries. We have
 13 Tenex come to do the training. Our
 14 health information, as you can
 15 imagine. We don't have any of it
 16 online. So we have 4,500 students'
 17 data, all their immunizations, all
 18 that needs to be put into a mainframe.
19 QAnd just since we covered
20 elementary and middle school, how
21 about the high school?
22 AThe high school runs several
 23 summer schools. This particular year
 24 it's important because last year we
 25 were on a six-period day. And they

1 providing education at the high
 2 school. There's going to be so much
 3 work to do late in the school year at
 4 the high school, we'll probably have
 5 to bring extra people in besides the
 6 regular people. Because the schedules
 7 just aren't done. They're usually
 8 done and the new student handbook,
 9 before school's out. And now we're
 10 hoping to have them by August.
11 QYou have a copy of District
12 Nine, but these hours --- this was
13 acted on back in August, September.
14 Was the District working on visions or
15 programs for this school year as far
16 back as that?
17 AAbsolutely. I would have liked
 18 to have plans for 2080 if I could, but
 19 I'm working on issues that should be
 20 useful.
21 QOkay. Like for example,
22 District 11 is a listing of employees.
23 It has Employee 1, 2, 3, and if I had
24 to correlate it, could I correlate it
25 for this District Nine?

1 move next year to an eight-period day.
 2 The year before it was a seven-period
 3 day. If you're not in scheduling you
 4 might not --- the problem with that is
 5 that you have students moving through
 6 the system --- when you start with a
 7 seven-period day you say, okay, you
 8 need these things to graduate and
 9 here's your map to get there. Then
 10 the next year it became six periods,
 11 so we had to adjust that scale. Now,
 12 we're going to eight periods, and we
 13 have to adjust that scale again. So
 14 you'll notice on our schedule that
 15 we're doing Spanish in the summer. We
 16 do Driver's Ed in the summer. We do
 17 remedial summer school for students
 18 who fail. So it's pieces of high
 19 school wrapped around all the changes
 20 that have been made. We don't have to
 21 do the schedules yet for high school.
 22 When they do arrive, and they're
 23 going to be late because the board
 24 took so long to choose a course
 25 selection guide and the mechanism for

1 AYou could. Throughout the
 2 course of the last few years we've
 3 been moving toward, in a lot of ways,
 4 a lot of issues. So I asked each
 5 administrator who worked with their
 6 staff for the summer what were the
 7 things they were going to accomplish
 8 over the summer. And then we tried to
 9 compile it so that each individual
 10 person who's going to work in the
 11 summer has a clear understanding of
 12 what they're going to do, so that I
 13 don't hear from the board, you know,
 14 we didn't need those hours. They had
 15 nothing to do. My administrators need
 16 to know exactly what it is that we're
 17 going to try to accomplish. I'm a
 18 believer if you have a goal, you get
 19 there.
20 QNow, you may be asked on cross
21 --- this document here was put
22 together when?
23 AAs a collection document, it
 24 was just put together in the last
 25 couple weeks, because these

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1 represented the idea that we need a
 2 variety of people.
 3 Q Okay. But when were the ideas
 4 --- were those ideas in place, when
 5 the board acted on this back in August
 6 and September?

7 A Certainly the concepts were and
 8 the majority of the things that are on
 9 there. We may have something on here
 10 that came in the meantime, but all the
 11 things I talked about in terms of
 12 summer school, computerization and
 13 training. We didn't talk about
 14 training very much, but that's one of
 15 our problems.

16 Q And District 12, again it's a
 17 calendar. Some people addressed it
 18 before. What does that represent?
 19 A District 12 represents the
 20 calendar that we're going to use. And
 21 each individual person who's going to
 22 work this summer will get an
 23 individual calendar with the days they
 24 work and what they're supposed to be
 25 working on. And that's what we we're

1 maybe didn't want to give me those
 2 hours. Well, that becomes problematic
 3 from the running a school district
 4 point of view. So from a
 5 superintendent's point of view, if I
 6 could get a board to agree that people
 7 are going to work those hours and not
 8 have to ask it, I could plan better
 9 for how to meet the needs of students.
 10 And every board comes with a different
 11 complexion. And so what we tried to
 12 do with that language was say people
 13 can work 1640. And lots of times
 14 staff wanted to work more hours and we
 15 needed the flexibility to be able to
 16 do that.
 17 Q And I guess this is the
 18 gravamen of the whole thing. The
 19 Association says because back here,
 20 Appendix B, it can only apply to
 21 secretary, it can't apply to anybody
 22 else. Do you agree with her
 23 assessment?
 24 A No. I took that to be anybody
 25 who worked school term, which could be

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1 trying, to move from this to an
 2 individual ---.
 3 Q Going back here a little bit in
 4 history. The 1997 to 2001 contract,
 5 ---
 6 A Yes.
 7 Q --- were you involved in the
 8 negotiation of that?
 9 A Yes, I was.
 10 Q Okay. All right. As far as
 11 just the obvious distinction, cutting
 12 to the chase, because Mr. Rodkey is
 13 hungry, as well as I am, there is a
 14 change in the listings around page 26.
 15 The old contract used to talk about
 16 12-month and 9-month employees. Now,
 17 the new contract talks about
 18 12-month and school-term employees.
 19 What's your overall recollection as to
 20 how this evolved?
 21 A Well, I think Sandy was pretty
 22 accurate in terms of we both had a
 23 need. And when Ann talked about we
 24 had to ask for hours every summer, and
 25 I thought there were some boards who

1 secretaries or aides. But I didn't
 2 --- 2080, maybe two aides that were
 3 2080. We hire aides in summer school
 4 every year.
 5 Q So that's the big disagreement
 6 between the District, they believe
 7 B(1) applies to the aides and the
 8 secretaries, and the Association
 9 believes it only applies to the
 10 secretaries?
 11 A I believe it applies to both.
 12 Every year we've had to advertise for
 13 aides at summer school and had trouble
 14 getting them. I mean, we didn't have
 15 people, the same people who were
 16 there. So to me, when you look at the
 17 program issues and the hours ---.
 18 Q The Association put in A-6.
 19 Are you familiar with A-6? A long
 20 time ago.
 21 A A long time ago, yes.
 22 Q This A-6, this was the
 23 District's initial proposal.
 24 A Yes. It would have been a
 25 different board than it is now.

1 Q And would you agree that the
2 parties met more than once or twice.

3 They exchanged proposals. We
4 exchanged proposals?

5 A Yes.

6 Q And eventually we got a
7 contract?

8 A Yes.

9 Q And what we ended up with, as
10 far as the language in the existing
11 contract, is what appears on page 26,
12 as far as the school-term employees?

13 A Right.

14 Q As far as the current
15 agreement, do you agree that you and I
16 were initially involved in
17 negotiations of the current agreement,
18 trying to put to rest at this point in
19 our careers here?

20 A Yes, I would agree.

21 Q And at one point there was a
22 tentative agreement on this issue?

23 A My understanding of the
24 tentative agreement was to get rid of
25 the hours, and they were never quite

1 during that year. It would be re-
2 evaluated the next school year. It
3 had to do with a particular person's
4 inability to do the job at that point.

5 Q And I guess the final question,
6 ultimately is Arbitrator Newman's, but
7 you feel comfortable with the
8 operational program needs for these
9 additional hours for the positions
10 that are in dispute?

11 A If your question is do I need
12 this time to run the District well,
13 the answer is yes. If your question
14 is, could I use a little more in some
15 places, the answer to that would be
16 yes, too, but we absolutely need what
17 is there to do the job for us.

18 ATTORNEY BEARD:

19 Release for cross:

20 ATTORNEY RODKEY:

21 I have no questions.

22 ARBITRATOR:

23 Can we go off the record

24 a second?

25 OFF RECORD DISCUSSION

1 accurate because we would change them.
2 And sometimes they were designed to
3 meet the needs of staff people, for
4 example, the guidance secretary.
5 There was lots of work in guidance,
6 but the current secretary at that time
7 did not want to work extra hours, and
8 so there was a programmatic need, but
9 she didn't want the hours --- they
10 change. They changed all the time.

11 Q The Association put in A-9,
12 which --- are you familiar with A-9?

13 A Generally, yeah.

14 Q What is A-9?

15 A This is a one-time agreement.
16 We had an employee at C.G. Johnson,
17 who was unable to keep up the work.
18 And so we made an agreement that in a
19 very temporary way, just for the end
20 of that year, that person would get
21 some extra help. That was just for a
22 little temporary piece that we
23 increased those hours. It was not a
24 change, a permanent change. It was
25 just for that particular time frame,

1 ATTORNEY BEARD:
2 My name is Carl Beard.
3 I'm District labor counsel.
4 I've been here since the late
5 '80s, probably around '88.
6 I've been involved in almost
7 all the negotiations that have
8 ever occurred here between the
9 secretaries and aides,
10 custodians, food service and
11 teachers.

12 Primarily I wanted to
13 address Association Exhibit A-
14 8. I had made a prior
15 objection to it, but I just
16 wanted to outline that when
17 this was put together as a
18 comprehensive settlement
19 proposal, the document itself
20 encompassed the entire
21 collective bargaining
22 agreement. And as it relates
23 to the pages, more particularly
24 24, 31, 32, where it reflects
25 hours, those were more

1 editorial than anything else to
 2 comport the actions that the
 3 Board had already taken to
 4 change the positions that are
 5 in dispute, to reflect what
 6 they've already appear on the
 7 board minutes of September
 8 14th, 2005.

9 ARBITRATOR:

10 Is that all?

11 ATTORNEY BEARD:

12 That's it.

13 ATTORNEY RODKEY:

14 Just one question, Mr.

15 Beard. If you would go to page
 16 24, under paragraph --- Article
 17 XI, Section One, then capital
 18 B, school-term employees work
 19 year, it says that the normal
 20 work hours should be eight
 21 hours for full time.

22 Currently, as I understand it,
 23 it was seven for school term
 24 and eight for just the full-
 25 time secretary; is that

1 ATTORNEY RODKEY:

2 No, we have no further
 3 evidence.

4 ARBITRATOR:

5 I'll admit all of the
 6 exhibits into evidence. And
 7 let me talk off the record for
 8 a second.

9 OFF RECORD DISCUSSION

10 ARBITRATOR:

11 Again, I'll admit all

12 the exhibits that have been
 13 presented at the hearing this
 14 morning. And I've asked the
 15 parties to postmark their
 16 briefs 30 days after they
 17 receive the transcript of
 18 today's hearing. And I'll
 19 accept two copies of the
 20 briefs. I'll exchange the
 21 copies between the parties and
 22 then I'll make a decision.

23 Thank you all very much.

24 Hearing is adjourned.

25 ***HEARING CONCLUDED AT 1:12 P.M.***

1 correct?

2 ATTORNEY BEARD:

3 Correct. And I don't

4 know where our ball is going to
 5 end up at this point in time.

6 We have another session
 7 tomorrow. There has been
 8 disagreement with the parties
 9 as to where all this is
 10 eventually going to end up.

11 But you're right on the hour
 12 issue.

13 ATTORNEY RODKEY:

14 That's all I have. He

15 admitted I was right once.

16 That's all. I want that on the
 17 record in bold.

18 ARBITRATOR:

19 Anything more from the
 20 School District?

21 ATTORNEY BEARD:

22 That is it.

23 ARBITRATOR:

24 Anything more for the
 25 Association?

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C E R T I F I C A T E

I HEREBY CERTIFY THAT THE FOREGOING
PROCEEDINGS WERE REPORTED STENOGRAPHICALLY
BY ME AND THEREAFTER REDUCED TO TYPEWRITING
AND THAT THIS TRANSCRIPT IS A TRUE AND
ACCURATE RECORD THEREOF.

SARGENT'S COURT REPORTING SERVICE, INC.

Wendy K. Thorpe
COURT REPORTER

• COVINGTON, PA
• CLEARFIELD, PA
• STATE COLLEGE, PA

• ERIE, PA
• OIL CITY, PA

SARGENT'S
COURT REPORTING
SERVICE, INC.
210 Main Street

• INDIANA, PA
• GREENSBURG, PA

• FREDERICKSBURG, PA
• SOMERSET, PA
• WILKES-BARRE, PA

ARBITRATION PROCEEDING

BEFORE

ELLIOT NEWMAN, ARBITRATOR

DUBOIS AREA SCHOOL DISTRICT	:	HOURS GRIEVANCE, SUPPORT PROFESSIONALS
AND	:	
EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION	:	HEARING DATE: May 22, 2006

POST-HEARING BRIEF ON BEHALF OF

DUBOIS AREA SCHOOL DISTRICT

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APPENDIX C - POST HEARING BRIEF ON BEHALF OF DISTRICT

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I. ISSUE

**WHETHER THE SCHOOL DISTRICT VIOLATED THE TERMS OF
THE COLLECTIVE BARGAINING AGREEMENT WHEN IT
REQUIRED SECRETARIES AND BUS AIDES TO WORK ADDITIONAL
HOURS TO MEET ITS OPERATIONAL NEEDS.**

Suggested Answer: No.

II. RELEVANT CONTRACT PROVISIONS

ARTICLE XI- HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 1. WORK YEAR.

A. TWELVE (12) MONTH WORK YEAR.

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

B. SCHOOL TERM EMPLOYEES WORK YEAR.

1. The normal work year for full-time school term employees shall be seven (7) hours per day, excluding lunch, for a total sum of from 1,309 hours per year to 1640 hours per year. The base year shall be 180 days times 7 hours plus (+) 7 holidays (X) 7 hours.

C. EXTENDED WORK YEAR

Employees who are required to work beyond said school term employee schedule shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 ½) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one half (3 ½) hours on a voluntarily (sic) basis. It is understood and agreed that employees may request compensatory time off in lieu of pay.

SECTION 4. EARLY DISMISSAL

When school is closed early and students and teachers are dismissed (i.e. emergencies or early dismissal prior to holidays), employees may make arrangements with their immediate supervisor to leave early, provided they make up the time within a two (2) week period.

ARTICLE XIV- MANAGEMENT RIGHTS

SECTION 1.

It is understood and agreed that the District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct, and control the operations of all equipment and other property of the District.

SECTION 2.

Matters of inherent managerial policy are reserved exclusively to the District. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the District, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel, except as modified by the agreement.

ARTICLE V- JOB SECURITY/JOB PROGRESSION

SECTION 1. PROMOTIONS AND VACANCIES.

- A. **POSTING OF VACANCIES.** When a vacancy occurs in the bargaining unit, the District will post notice of such vacancy for a period of five (5) work days. The notice shall state which job(s) are open, how many openings exist, procedure for filing, and designation of time limit for filing the bid. Employees who wish to apply for the vacancy shall, in writing, file their bid within the prescribed time limit.
- B. **FILLING VACANCIES.** Employees who wish to apply for a vacancy shall, in writing, file their bid within the prescribed time limit. Vacancies shall be filled by the promotion of employees already employed by the District who possess the established skills and qualifications for the position. Positions will be awarded in the following manner to the senior qualified employee provided he possesses the established skills and qualifications.

FIRST- The Senior qualified bidder from within the posted classification, including persons of layoff.

ARTICLE X-PAID HOLIDAYS AND VACATIONS

SECTION 2. HOLIDAYS.

D. HOLIDAY PAY

If any employee is required to work on any day recognized as a holiday when school is not in session, the employee shall be paid one and one-half (1 1/2) times his regular rate plus his regular rate.

APPENDIX B- CATEGORIES OF PERSONNEL

SECTION 1: SECRETARIES

A. Full-time

School Term Work.....	1,316 hours to 1640 hours per year
12 month work.....	2,080 hours per year

- B. Part-time
Minimum Hours of360 hours per year

SECTION 2: HALL MONITORS AND TEACHER AIDES

- A. Full-time
School term work1,309 hours per year
- B. Part-time
Minimum hours of360 hours per year

SECTION 3: CAFETERIA AIDES

- A. Part-time
Minimum hours of.....360 hours per year

SECTION 4: HEALTH AIDES

- A. Full-time
School term work1,309 hours per year
- B. Part-time
Minimum hours of360 hours per year

SECTION 5: CHILD SPECIFIC AND BUS AIDES

- A. Full-time
School term work1,309 hours per year
- B. Part-time
Minimum hours of360 hours per year

**SECRETARIAL HOURS
BEGINNING 2001-2002 SCHOOL YEAR**

CG JOHNSON 1340 HOURS
 1340 HOURS

HIGHLAND 1353 HOURS

JUNIATA 1340 HOURS
 1340 HOURS

LUTHERSBURG 1343 HOURS

OKLAHOMA		1340 HOURS
		1340 HOURS
PENFIELD		1343 HOURS
SYKESVILLE		1343 HOURS
WASSON		1340 HOURS
		1340 HOURS
PUPIL PERSONNEL		1421 HOURS
CAFETERIA		1386 HOURS
SPECIAL EDUCATION		2080 HOURS
		2080 HOURS
		1351 HOURS
		1351 HOURS
MAINTENANCE- DIST OFF		1440 HOURS
MIDDLE SCHOOL	BUDGET	1505 HOURS
	MAIN	1620 HOURS
	ATTEND	1323 HOURS
	MAIN	1323 HOURS
	LIBRARY	1316 HOURS
	HEALTH	1316 HOURS
	GUIDANCE	658 HOURS
SENIOR HIGH	BUDGET	2080 HOURS
	MAIN	2080 HOURS
	ATTEND	1640 HOURS
	GUIDANCE	1400 HOURS
	ASSIST PRIN	1421 HOURS
	ASSIST PRIN	1421 HOURS
	MAIN	1330 HOURS
	ATTEND	1316 HOURS
	MAIN	1316 HOURS
	DRIVER ED	658 HOURS
	ATHLETIC	814 HOURS

III. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. Procedural History

The matter is before this Arbitrator on two grievances filed by the Dubois Educational Support Professionals Association, DSEA, NEA ("the Association"). The Collective Bargaining Agreement governing the parties expired in 2003. The parties are operating under an agreement to preserve the status quo and continue to follow the terms of the expired Agreement while negotiating a new agreement.

The grievances stem from vacancy postings that the District made on August 25, 2005 and September 15, 2005, which declared vacancies and increased hours for bus aides and secretaries within the bargaining unit. Pursuant to the Collective Bargaining Agreement, the District accepted bids from those employees who held the positions to fill the vacancies. The parties understood that employees who were working in a position that had been announced as vacant would be considered the most qualified to fill the vacancies. Each of the employees who submitted a bid for a vacant position was subsequently re-hired into their position with the increased hours. No employee lost a job as a result of the postings.

The Association contends that the District's postings violated the Collective Bargaining Agreement by, in effect, unilaterally eliminating bargaining unit positions and unilaterally creating new bargaining unit positions with increased hours. See Exhibit J-2, Exhibit J-3. The Association contends that the postings breached the parties' status quo arrangement.

The District contends that it has not breached the status quo. The District has not created any new bargaining unit positions, nor has it eliminated any bargaining unit positions. Bargaining unit employees currently employed have remained in, and will remain in, their current positions. Although the District has required some employees to work additional hours, the new hours are based upon operational and program needs of the District. The District is permitted by the express language of the Collective Bargaining Agreement to increase the working hours of the employees who filed the grievances.

The parties could not resolve the matter and proceeded to arbitration. The hearing was held on May 22, 2006. The facts adduced at that hearing are essentially as follows:

B. Statement of the Facts

The current Collective Bargaining Agreement began on July 1, 2001 and expired on June 30, 2003. Since then, the parties have operated in accordance with an understanding that both sides would maintain the status quo until they settle upon a new Agreement. (See Exhibit A-1.)

The previous Agreement between the parties, which ran from July 1, 1997, to June 30, 2001, distinguished between “twelve month employees” and “nine month employees.” (Joint Exhibit 4 at pg. 23.) “Nine-month employees” included certain categories of aides and secretaries employed at the District. Under the 2001-2003 Agreement, nine month employees were scheduled to work an annual total of 1,309 hours. (Joint Exhibit 4 at pg. 23.) However, District Superintendent Sharon Kirk often needed the nine month employees to work extra hours during the summer. (Testimony of Sharon Kirk at 139.) Also, the nine-month employees themselves sometimes wanted to

work extra hours. (See testimony of Sandy Kiehlmeier at 26, testimony of Sharon Kirk at 76.) Because the 1997 to 2001 Agreement mandated that nine-month employees work 1,309 hours, Superintendent Kirk had to ask the school board to approve any additional hours for nine-month employees. (Testimony of Ann Monaco at 76-77, Sharon Kirk at 140.) There was often a delay in securing the school board's approval for the employees to work additional hours. Superintendent Kirk found that the approval process was causing her difficulty in running the district, and employees found the process to be a "big deal." (Testimony of Sharon Kirk at 140, Testimony of Ann Monaco at 75.) At least one employee had to "basically beg" to get additional hours. (Testimony of Ann Monaco at 76.)

When the parties negotiated a new Collective Bargaining Agreement for the period of June 1, 2001 to May 31, 2003, the parties sought to mitigate the operational problems and delays in receiving approval for scheduling additional hours for nine-month employees. (Testimony of Sharon Kirk at 139-140). The parties agreed to specify a range of hours for which the nine month employees could be scheduled to work in a year. (Testimony of Sandy Kiehlmeier at 27-28, Sharon Kirk at 139-140.) The range of hours specified in the Agreement would allow for Superintendent Kirk to give those employees additional hours without the school board's approval. (Testimony of Sharon Kirk at 139-140.) The parties agreed to eliminate the "nine-month employees" classification. The 2001 to 2003 Agreement distinguishes between "twelve month work year" employees and "**school term employees.**" (See Joint Exhibit 1, pg. 26)

Under the 2001 to 2003 Agreement, a twelve month work year employee works 2,080 hours per year. (Joint Exhibit 1, pg. 26.) The normal annual hours for "school-

term employees" in the Agreement range from 1,309 hours to 1,640 hours per year. (Joint Exhibit 1, pg. 26.) The parties also listed more specific hours for particular categories of secretaries and aides in Appendix B of the Agreement. (Exhibit J-1, page 33-36). Under Section 1 of Appendix B, "Full-Time School Term Work" for secretaries ranges from 1,316 hours to 1,640 hours per year. (Joint Exhibit 1, pg. 33). Hours for secretaries at particular schools throughout the District and for individual secretarial jobs at each school are listed under the heading "Secretarial Hours" in Appendix B. (Joint Exhibit 1 pg. 34).

However, the current 2001 to 2003 Agreement, like the prior Agreement, gives the District the right to require **all** school-term employees to work extended hours at its discretion. (See Joint Exhibit 1, page 26.) Article XI- Hours and Other Conditions of Employment, Section 1 (C) of the Agreement reads: "Extended Work Year: Employees who are required to work beyond said school term employee schedule shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 1/2) hours pay or work or their regular work day whichever is less." (Joint Exhibit 1, pg. 26.) Article XIV, Management Rights Section I states that the parties understand that "the District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force . . ." (Joint Exhibit 1 pg. 28.)

On or about August or September of 2005, the District became aware of operational needs for increased hours for certain secretaries and aides. The operational needs were among the core functions of the District in fostering student achievement and serving the students' educational needs. (Testimony of Sharon Kirk at 122.) They

included transportation for summer school, compliance with "extended school year" requirements, compliance with the No Child Left Behind Act, and a need to make greater use of the District's Tenex technology program, which manages student healthcare information. (See Testimony of Sharon Kirk at 122-123, Robert Niznik at 93.)

In response to its operational needs for secretaries and aides to work increased hours, the district posted vacancies with increases in hours for secretaries on August 25, 2005 (Exhibit A-2), and for bus aides, teacher aides, and a secretary on September 15, 2005 (Exhibit A-10). Neither the bus aides nor the secretaries were required to work more than the 1,640 hours per year maximum set in Article XI, Section 1 (C) of the Agreement. (See Exhibit A-2 and A-4). The secretaries and bus aides who held those positions submitted bids for the jobs, and the District gave them their jobs with the increased hours that were set forth in the postings. All employees who submitted a bid kept their position. Every member of the Association kept his or her position after the postings. (See Testimony of Sharon Kirk at 130.) Nonetheless, the Association filed grievances in response to the postings on August 25, 2005 and September 15, 2005. (Exhibit A-2, A-4).

The District had also posted vacancies and increased hours for at least eleven other school term employee positions during the parties' status quo arrangement. The Association never filed a single grievance in response to the increases in hours for the other positions.

The School District maintains the following:

- a. The District has a contractual privilege under the Collective Bargaining Agreement to require school term employees to work additional hours as

part of an extended work year. The hours specified for secretaries and aides in Appendix B of the Agreement are minimum hours for those positions and are not controlling.

- b. The District has not breached the status quo arrangement between the parties because it has not eliminated any positions or removed any employees, and the increases in hours were authorized by the District's contractual privilege.
- c. The District has a managerial prerogative to schedule work, manage its programs, and direct its work force.
- d. The Association's position is inconsistent because the Association has not filed grievances to other increases in hours by the District that are similar to the ones in the present case.
- e. The Association has failed to meet its burden of proof in showing that the District has committed a contractual violation.

IV. ARGUMENT

- A. **Claim of Contractual Privilege-** The District has authority under the Collective Bargaining Agreement to require school term employees to work extended hours to meet its operational needs because the clear and unambiguous language of the Agreement grants that authority to the District.
 - 1. **The Extended Work Year Provision and the Management Rights Clause of the Agreement give the District the right to “require” school term employees to work an “extended work year” in language that is clear and unambiguous.**

The clear and unambiguous language of the Collective Bargaining Agreement grants the District the authority to require school term employees to work additional hours as part of an extended work year.

The parties have expressly agreed to give the District the discretion to direct its work force. See Article XIV- Management Rights, Joint Exhibit 1, pg. 28. That provision states that: “It is understood and agreed that the District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the District.”

Article XI of the Agreement concerns “Hours and Other Conditions of Employment”. Joint Exhibit 1, page 25. Article XI, Section 1(B) (hereinafter the “School-Term Work Year provision”) states that: “The *normal* work year for full-time school term employees *shall be* seven (7) hours per day, excluding lunch, for a total sum

of from 1,309 hours per year to 1640 hours per year." (Emphases added.) (Joint Exhibit 1, pg. 26.)

Article XI Section 1(C) (the "Extended Work Year Provision") of the Agreement states:

"Employees who are required to work beyond said school term employee schedule shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 1/2) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one half (3 1/2) hours on a voluntarily (sic) basis. It is understood and agreed that employees may request compensatory time off in lieu of pay."
(Emphasis added.) (Joint Exhibit 1, page 26.)

When language in a contract is clear and unambiguous, the intent of the parties may be determined only by examining the words contained within the document itself.

See Schreiner v. City of McKeesport, 517 A.2d 906, 908 (Pa. 1986). As stated in Elkouri and Elkouri, How Arbitration Works, Fifth Edition at pages 482 and 484: "If the language of an agreement is clear and unequivocal, an arbitrator generally will not give it a meaning other than that expressed...As arbitrator Fred Whitney has stated, an arbitrator cannot 'ignore clear-cut contractual language,' and 'may not legislate new language, since to do so would usurp the role of the labor organization and employer.' Even though the parties to an agreement disagree as to its meaning, an arbitrator who finds the language to be unambiguous will enforce the clear meaning...Thus, the clear meaning of language may be enforced even though the results are harsh or contrary to the original expectations of the parties. In such cases, the result is based upon the clear language of the contract, not upon the equities involved."

The District contends that the language of the School-Term Work Year Provision is clear and unambiguous. That provision gives the District the authority to require

school term employees to work between 1,309 hours and 1,640 hours per year. The Extended School Year Provision also clearly and unambiguously gives the District the right to require employees to work additional hours beyond their school term employee schedule. The Extended School Year Provision, by its plain language, insures that employees "who are *required*" to work beyond their normal school term employee schedule are guaranteed their normal pay rate and a minimum of three and one-half hours. (Joint exhibit 1, pg. 26) The only party to the contract with the authority to "require" employees to work additional hours is the District. Therefore, as a matter of common sense, the only intent that can be inferred from the Agreement's plain language is that the District has the authority to "require" school term employees to work additional hours as part of an "extended work year."

Appendix B of the Agreement, entitled "Categories of Personnel," sets forth a range of hours for secretaries, hall monitors, teacher aides, cafeteria aides, health aides, child specific aides, and bus aides in Section 5. (Joint Exhibit 1, page 33.) Under the subheading "Secretarial Hours," hours are listed for particular types of secretaries at each of the schools in the district. (Joint Exhibit 1, pg. 34). The Association contends that the hours delineated in Appendix B for secretaries and aides essentially set maximum hours for those employees that the District cannot increase without bargaining.

The Association's contention contradicts the plain language and a common sense reading of the Agreement. There is no dispute even by the terms of Appendix B anyone working between 1309 and 1640 hours per year are "School Term Employees." The School-Term Work Year Provision does not exempt any school term employees from the stated range of 1,309 to 1,640 hours per year. Similarly, Section 1(C) refers only to

"employees who are required to work beyond said school term employee schedule."

(Joint exhibit 1 pg. 26.) It contains no language indicating that the job categories in Appendix B are exempt from being required to work an extended work year. Likewise, no language in Appendix B indicates that employees in the personnel categories are exempt from the provisions School-Term Work Year and Extended Work Year Provisions.

Even the Association's subjective understanding of the School-Term Work Year and Extended Work Year Provisions conflicts with the plain language of the Provisions. The Association's representatives testified that they understood the Extended Work Year Provision to apply only to situations where an employee would be called in to work on an occasional fill-in basis, (see testimony of Sandy Kiehlmeier at 66), or to guarantee two and a half hours for employees who were sent home after arriving at work because of a school cancellation or dismissal. (Testimony of Ann Monaco at 78.)

Neither understanding of the Extended Work Year Provision is supported by the provision's clear and unambiguous language. There is no language restricting the "Extended Work Year" solely to situations where an employee would be called in to work to fill-in for an emergency. (See Joint Exhibit 1, pg. 26.) The provision simply states that whenever an employee is required to work beyond the school-term employee schedule, she will be guaranteed a minimum of three and one half hours or their regular work day schedule. Also the Extended Work Year Provision does not affect an employee who is sent home early because of an early school closing; that situation is governed by Article XI, Section 4 which is entitled "Early Dismissal." (Joint Exhibit 1, pg. 26.)

In contrast with the testimony of the Association's representatives, District Superintendent Sharon Kirk's understanding of the agreement is consistent with the plain meaning of both the School-Term Work Year and Extended Work Year Provisions. Superintendent Kirk testified that the range of hours established by the School-Term Work Year Provision applied to all school term employees. She testified that the parties agreed to eliminate the "nine month employees" classification in part to allow her to have more flexibility in scheduling school-term employees to work additional hours. (See Testimony of Sharon Kirk, pg. 140.)¹ Superintendent Kirk testified as follows:

Q: And I guess this is the gravamen of the whole thing, the Association says because back here, Appendix B, it can only apply to secretary, it can't apply to anybody else. Do you agree with her assessment?

Kirk: No. I took that to be anybody who worked school term, which could be secretaries or aides. But I didn't - - - 2080, maybe two aides that were 2080. We hire aides in summer school every year.

Q: So that's the big disagreement between the District, they believe B(1) applies to the aides and the secretaries, and the Association believes it only applies to the secretaries?

Kirk: I believe it applies to both. Every year we've had to advertise for aides at summer school and had trouble getting them. I mean, we didn't have people, the same people who were there. . . .

[N.T. 5/22/06, pp. 140, 141, Testimony of Sharon Kirk.]

¹ The February 23, 2003 Tentative Agreement (Exhibit A-7) offered into evidence by the Association shows that the parties had agreed to eliminate the listing of hours for secretaries in Appendix B. That exhibit only reinforces the District's view that the School-term Work Year and Extended Work Year Provisions were intended to give the District greater flexibility to schedule employees than it had under the previous Agreement. Clearly, the Association was agreeable in February 2003 to giving the District unlimited discretion to schedule employees.

2. The hours listed for school term employees in Appendix B of the Agreement must be read as part of the Agreement as a whole and interpreted in light of the language in Article XI, Section 1(B)(1) and 1(C) and so as not to create an absurd result.

Arbitrators have embraced the notion that disputed portions of a labor agreement must be read in light of the entire agreement. (Elkouri & Elkouri, *How Arbitration Works* 462 (6th ed.). An arbitrator cannot interpret provisions of one portion of a labor agreement in isolation from other provisions in the agreement. *Id.* at 463. All provisions must be construed together along with the purpose of the parties' Agreement "as evidenced by the entire document...The meaning of each paragraph and each sentence must be interpreted in relation to the contract as a whole." (Elkouri, citing Great Lakes Dredge & Dock Co., 5 LA 409, 410 (Kelliher, 1946).

While specific provisions in a contract ordinarily trump general provisions, the Agreement must still be interpreted in a manner that gives effect to each of its provisions. "If an arbitrator finds that alternative interpretations of a clause are possible, one of which would give meaning and effect to another provision of the contract, while the other would render the other provision meaningless or ineffective, the inclination is to choose the interpretation that would give effect to all provisions." Elkouri & Elkouri, *How Arbitration Works* 463 (6th ed.).

The principle applies to contract clauses and even to individual words. "The fact that a word is used indicates that the parties intended it to have some meaning, and it will not be declared surplusage if a reasonable meaning can be given to it consistent with the rest of the agreement." (*Id.* at 464). Presumably, the parties would not "carefully write

into a solemnly negotiated agreement words intended to have no effect." John Deere Tractor Co., 5 LA 631, 632 (Updegraff, 1946).

In this Agreement, Appendix B clearly sets forth hours for school-term employees under the personnel categories of aides and secretaries. However, Appendix B cannot be read and construed independently of the other provisions in the Agreement. It must be read as part of the contract as a whole, including the clear and unambiguous language of the Extended Work Year Provision and the Management Rights Clause of Article XIV: "The District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force...".(Joint Exhibit 1, pg. 28.)

Under the Association's interpretation of the Agreement, the hours in Appendix B trump the range of hours in the School-Term Work Year Provision and the language of the Extended Work-Year Provision. That interpretation, in effect, reduces the word "require" and the phrase "extended work year" in the Extended Work Year Provision and the range of hours listed in the School-Term Work Year Provision to meaningless surplusage. Association representative Terra Begolly stated: "If the Association and District did not discuss (the increase in employees' hours) and agree upon it and it was not consistent with the contract, that's a grievance." (T. at pg. 87). If that interpretation were correct, then the language of the Extended Work Year Provision would, in practical effect, read: "Extended Work Year- Employees who *agree* to work beyond said school term employee schedule shall be compensated..." That interpretation re-writes the language the parties agreed upon: "Employees who *are required* to work beyond said school term employee schedule shall be compensated..." (emphasis added). The

association would therefore apparently understand the provision regarding Holiday Pay in Article X, Section 2 (D) of the Agreement to read: "If any employee *agrees* to work on any day recognized as a holiday when school is not in session, the employee shall be paid one and one-half times his regular rate...," instead of the language the parties agreed upon: "if *any* employee *is required* to work on any day recognized as a holiday..." (Emphasis added). (See Joint Exhibit 1 pg. 23.)

In this Agreement, the District has the right to schedule school term employees to work between 1,309 hours and 1,640 hours per year under the School term Work-Year Provision. The District also has the right to require employees to work beyond the school term employee schedule under the Extended Work Year Provision. (Joint Exhibit 1 pg. 26.) The parties should be presumed to have agreed upon the word "require" in the Extended Work-Year Provision so that it would have full effect. The parties should also be presumed to have agreed upon the range of hours listed in the School-Term Work Year Provision so that it has full effect. Read in light of these provisions, and giving effect to all of them, it becomes clear that Appendix B establishes minimum hours for the categories of personnel that it specifies. This interpretation gives effect to all provisions of the Agreement and renders no provision ineffective.

In the present case, the District increased the bus aides' hours from 1,309 hours to 1,393 hours and increased the secretaries' hours to 1,640 in order to meet its operational needs. These increases were within the 1,640-hour limit for school-term employees in the School-Term Work Year Provision. Therefore, the District did not violate the contract.

Further, under the Association's reading of the Agreement part of Appendix B itself would be reduced to mere surplusage. Appendix B sets forth a range of hours for secretaries. (See Joint Exhibit 1: Pg. 33.) Appendix B, Section 1: Secretaries defines "Full-time School Term Work" for secretaries as ranging from 1,316 hours to 1,640 hours per year. Joint Exhibit 1, pg. 33. Other hours for individual secretary jobs are listed under the heading of "Secretarial Hours." Joint Exhibit 1 pg. 33-35. If the Association's interpretation is correct, then the range of hours for secretaries within Appendix B would be trumped by the listings of "Secretarial Hours" on the next page. Again, the more reasonable interpretation is that the hours listed in Appendix B establish minimum hours for the positions listed.

The Association's interpretation would not only render the School-Term Work Year and the Extended Work-Year Provisions ineffective, it would also lead to an absurd result that flies in the face of the Agreement's language and the parties' expectations. Any school-term employee working in a position not listed in Appendix B could be required up to 1,640 hours, while employees who have their personnel categories listed in Appendix B would receive the windfall of being exempt from the Extended Work Year Provision.

3. The Association has not presented evidence to establish a custom or past practice limiting the District's use of the Extended Work Year Provision.

The Association may contend that a custom or past practice of the parties limits the District's use of the Extended Work Year Provision to requiring employees to work

on a fill-in basis. According to the Association, the provision was never used to require employees to work into the summer. (Testimony of Ann Monaco at 79.)

In the absence of a zipper clause, evidence of a custom or past practice may serve to modify or clarify ambiguous contract language, to implement a general contract rule, or to create a separate and enforceable condition of employment which cannot be derived from an agreement's express language. See South Park Township Police Ass'n v. Labor Relations Bd., 789 A.2d 874, 879 (Pa. Commw.Ct., 2002).

However, for any binding custom or past practice to exist, it must be "(1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties." Celanese Corp., 24 LA 168 (Justin, 1954). A binding past practice requires joint thought and effort by the parties. See Hopwood Foods, 73 LA 418, 421 (Leahy, 1979). The fact that a party may have performed a certain way for many years does not make that performance a practice or custom that is insulated from change. See id. In Hopwood Foods, the Arbitrator recognized that the employer had a right to re-schedule an employee's day off, even though the employee had the same day off for 22 years. Id. The mere fact that the employer had not previously exercised its right to change the employee's day off did not establish a mutually understood past practice between the employer and the union. Id.

Similarly, in this case, the mere fact that the District may not have used the Extended Work Year Provision to schedule employees for additional summer hours in the past does not establish a custom or past practice that would prevent it from doing so. Also, the Association did not present evidence to prove that there was an understanding

brought about through joint thought and effort of both parties that might establish a past practice. Superintendent Kirk testified that the Extended Work Year Provision was to simplify the process of scheduling employees for summer hours. (Testimony of Sharon Kirk at 139.) The Association offered no evidence to show a meeting of the minds or a joint effort between the District and the Association to limit the Provision's application to calling employees into work "here and there." (See Testimony of Sandy Kiehlmeier.)

B. The District has a managerial prerogative to increase the hours of its employees to meet the educational needs of its students.

- 1. The District had no duty to bargain collectively with the Association regarding the increased hours because a public employer has an inherent right to manage its workforce and the District's need for the extra hours outweighed any impact on the employees.**

When a public employer enacts a managerial policy that is part of its basic function in serving the public, the employer has no duty to bargain with a union over that subject unless the impact on the employees outweighs the policy's utility to the employer in serving the public. See Pennsylvania Labor Relations Board v. State College Area School District, 337 A.2d 262 (Pa. 1975), Council 13 American Federation of State, County and Municipal Employees v. Pennsylvania Labor Relations Board, 479 A.2d 683 (Pa. Commw. Ct. 1984). Section 702 of the Public Employees Relations Act (PERA) states:

"Public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy *as the functions and programs of the public employer*, standards of services, its overall budget, utilization of technology, the organizational structure *and selection and direction of personnel*. Public employers, however, shall be required to meet and discuss on policy matters

affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by public employe (sic) representatives.”
43 P.S. § 1101.702. (Emphases added.)

To decide whether a “matter of inherent managerial policy” is a mandatory bargaining subject or a matter of managerial prerogative about which the employer has no duty to bargain, the Pennsylvania Labor Relations Board and the courts must apply a balancing test. See State College Area School District, 337 A.2d at 268. The two factors to weigh are the “impact of the issue on the employee in wages, hours and terms and conditions of employment” and the issue’s “probable impact” on the basic function of the public employer. See id. The “paramount concern” in applying the balancing test must be “the public interest in providing for the effective and efficient performance of the public service in question.” Id.

For example, in Council 13, American Federation of State, County and Municipal Employees, the court found no unfair labor practice when the governor of the Commonwealth enacted a new code of public employee conduct by executive order. Council 13, 479 A.2d at 685. The Board found that the new code would fulfill a vital government function by preserving the integrity of public employees and making government more “effective and efficient,” a finding supported by substantial evidence in the record. See id. at 687, 688. Therefore, the Board properly required the union to show that the new code would have a compelling effect on employees’ terms and conditions of employment to outweigh its utility to the Commonwealth, a burden the union failed to carry. See id. However, a mater of “inherent managerial policy” must be one that serves the core function of the public employer. See Crawford County v. Pennsylvania Labor Relations Board and AFSCME, 659 A.2d 1078, 1080 (Pa. Commw. Ct. 1995). In

Crawford County, a county prison could not ban smoking by employees without bargaining, because health concerns raised by smoking were not within the “basic policy of prison as an enterprise.” Id.

Here, the District has shown that it has an inherent managerial prerogative to require the bus aides and secretaries to work additional hours as part of an extended school year. The increased hours are related to the District’s inherent managerial rights to direct its personnel and control its functions and programs. The need for additional hours is also within the basic policy of the school district as an enterprise because it will provide for the educational needs of the District’s students. Even though the parties have agreed to maintain the status quo, the District cannot allow its programs to stagnate and must continue to fulfill its duty to provide “effective and efficient” service to its students.

Further, the benefit that the additional hours will have for the District’s ability to serve its students clearly outweighs their impact on the employees. For instance, Robert Niznik, the Supervisor of Special Education at the District, testified that the District needs additional help from aides to comply with “extended school year” requirements mandated by state and federal law. The aides would help the special education students with self-care, self-help, skill assistance, and mobility assistance. The District has historically had difficulty finding qualified special education aides to work during the summer months. (Testimony of Robert Niznik at 93-94.)

Additionally, the District requires aides to help insure compliance with the No-Child Left Behind Act. The Act requires special education aides to undergo training to become “highly-qualified,” which the District has scheduled for the summer months. (Exhibit D-10.) Similarly, Barbara Jo Smith, District Director of Federal Programs,

testified that additional hours from aides are needed to provide help with data gathering and analysis related to the students' "Adequate Yearly Progress," which the district needs to comply with another requirement of the No-Child Left Behind Act. They would also assist the District with providing help to special needs children as required by Title I.

While the District has hired such aides in the past to assist the children during the summer, Ms. Smith stated that the hiring process was a "struggle." With the bargaining unit aides working extended hours, Smith said, the District will have more qualified aides working with students who are familiar with the District's programs and children.

(Testimony of Barbara Jo Smith, pg. 111-112.)

Kathleen Ginther, an elementary school principal with the District, testified that expanded hours from secretaries are necessary to relieve elementary school principals of some of the burdens of clerical and administrative duties during the summer. Ms. Ginther stated that there are "multitudes of things" related to administrative duties that "compound" during the summer without secretaries to assist the principals. For example, she noted that "people are getting upset with us (elementary school principals)" because the schools are essentially empty when the principals are out of the office. They receive requests for student records which "stack higher and higher until someone is able to address" the records, which may not be until after school begins in the fall. Principals "often see in October stacks of things that have had to wait from the summertime."

(Testimony of Kathleen Ginther at 101-104.)

Finally, Superintendent Sharon Kirk stated that the District had been expanding summer school at all levels to provide academic help for more students over the past few years, and had been requiring parents to bear responsibility for transporting the summer

school students. Expanded hours for bus aides would allow the District to provide summer school transportation to the students. (Testimony of Sharon Kirk at 123-127.)

The testimony of the District's witnesses proves that if the District cannot require school-term employees to work additional hours as part of an extended work year, it will have a substantially more difficult time filling the positions and performing the necessary work. As a consequence, the quality of education and services provided to the students will suffer. The Association offered no evidence to demonstrate that the burden on employees in having to work additional hours would outweigh the benefits to the students that the District serves.

2. The District fulfilled its statutory requirement to "meet and discuss" the increased hours with the Association.

Although a public employer in Pennsylvania may be under no duty to bargain collectively with a union regarding a matter that constitutes an inherent managerial right, the employer could be required to "meet and discuss" the matter with the union if the matter affects wages, hours and terms and conditions of employment, and the union requests such a meeting. See Chambersburg Area School Dist. v. Com., Pennsylvania Labor Relations Bd., 430 A.2d 740, appeal dismissed 46 A.2d 603, (Pa. Commw. Ct. 1981), Pennsylvania Labor Relations Bd. v. State College Area School Dist., 337 A.2d 262, 268 (Pa. 1975).

The Public Employee Relations Act defines "meet and discuss" as follows:

(17) "Meet and discuss" means the obligation of a public employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees (sic): Provided, that any decisions or determinations on matters so discussed shall remain with the public employer and be deemed final on any issue or issues raised. 43 P.S. § 1101.301.

The legislature intended for "meet and discuss" sessions to provide a forum for a dialogue between the parties once a collective bargaining agreement is consummated.

Pennsylvania Labor Relations Bd. v. Ass'n of State College and University Faculties, 355 A.2d 853 (Pa. Commw. Ct. 1976). The parties to a meet and discuss session must not be guilty of "bad faith," but that term does not have the same meaning as "good faith" as that phrase is used as a term of art in collective bargaining. Id. at 857. The term merely implies "good faith" insofar as it pertains to "fairness and sincerity." Id. For instance, an employer Borough fulfilled its "meet and discuss" requirements as it related to subcontracting bargaining unit work where the parties met at least six times, discussed bids that the Borough had received, and talked about the likelihood that the Borough would subcontract work. Borough of Wilkinsburg v. Sanitation Dept. of Borough of Wilkinsburg, 330 A.2d 306, affirmed 345 A.2d 641 (Pa. Commw. Ct. 1975).

The record shows that in this case the District fulfilled its "meet and discuss" requirements as it pertained to the increased employee hours, because the District provided for an opportunity for a dialogue between the parties. Association representatives Sandy Kiehlmeier and Ann Monaco both testified to having discussions with Superintendent Sharon Kirk about increasing hours for secretary and aide positions. Sandy Kiehlmeier admitted that she knew about the District's operational need for increased hours. (Testimony of Sandy Kiehlmeier at 65.) The District and Association have also exchanged at least "half a dozen" contract proposals since the current school board took office.

Also, the District would note that the Association never asked the District for a "meet and discuss" session, and that the two grievances filed in the instant case make no mention of a failure to "meet and discuss" the issues on the part of the District.

C. The Association's objection to the increase in hours for the secretary and bus aide positions is inconsistent because the Association has not filed grievances when hours for other positions were increased under similar circumstances.

The Association has filed grievances for the increase in hours for secretaries posted on August 29, 2005 and for the increase in hours for bus aides posted on September 27, 2005. The District has increased hours for at least eleven other positions within the Association after the Collective Bargaining Agreement had expired and while the parties were operating under the current status quo arrangement. (Exhibits D-1, D-2, D-3, D-4, D-5, D-6, D-7.) The Association never filed a grievance for the increases in hours for those positions. For example, in 2001, the District posted a vacancy with increased hours for Association representative Sandy Kiehlmeier's own Senior High School Accounting Secretary position. (Testimony of Sandy Kiehlmeier at 52, Exhibit D-1.) The Association never filed a grievance. Also, on September 15, 2005, the District listed a teacher aide position at Luthersburg Elementary School as vacant. (Exhibit D-4.) That position's hours were increased from 612 hours to 720 hours, but the Association never filed a grievance.

The Association contends that the reason it did not file grievances when other positions were declared vacant and their hours increased was that the District had either bargained with the Association for the increase in hours, or the increase in hours were within the supposed "parameters" set forth in Appendix B of the Agreement. (Testimony

of Sandy Kiehlmeier at 70.)² However, in 2002, the Board approved a change in status for Lesa Cristini, a guidance secretary at the Middle School, from 658 hours per year to 1,323 hours per year. (Exhibit D-6, Regular Board Meeting of September 10, 2002-Page 4, paragraph 20.) This increased the hours for that position beyond the supposed "parameter" of 658 hours listed in Appendix B. (See Joint exhibit 1, pg. 34.) Yet Association did not file a grievance to the increase in hours for Lesa Cristini's Guidance Secretary position. Clearly, the Association seeks to "have its cake and eat it too" by filing grievances in response to the increases in hours for some positions, but not for others.

The District did, in fact, bargain with the Association when it changed the status of school-term employees to full time status. For example, in September 2003, the District increased hours for a main office secretary at DuBois Area Middle School from 1,620 hours to 2,080 hours. On September 27, 2005, at the same time the District posted a vacancy for the three bus aides that are part of this grievance, the District increased a Title I Secretary's hours from 820 hours per year to 2,080. (Exhibit D-3.) Association representative Sandy Kiehlmeier and Superintendent Sharon Kirk discussed the change in hours. (Testimony of Sandy Kiehlmeier at 58.) Also, prior to increasing two teacher aide positions to 2,080 hours per year on November 17, 2005, Superintendent Kirk discussed the increase with Ms. Kiehlmeier. (See Exhibit D-2, testimony of Sandy Kiehlmeier at 57.)

² The Association has also attempted to muddy the waters by introducing a Memorandum of Understanding between the Association and the District from October of 2005. See Exhibit A-9. The Association contends that the Memorandum proves that the District "knew it had a duty to bargain" about increased hours. However, Superintendent Sharon Kirk testified that the Memorandum related only to obtaining help for a cafeteria worker and has nothing to do with the current grievance. (Testimony of Sharon Kirk at 143.)

D. The Association's claim of a "status quo" violation is without merit.

The Association's grievances state that the District failed to follow the Collective Bargaining Agreement by "unilaterally eliminating current bargaining unit positions and creating new positions." (Joint Exhibits 2 and 3.) The Association also contends that employees feared for their jobs when the District posted bus aide and secretarial positions as vacant with increased hours. According to the Association, the postings had a "chilling effect" on ongoing negotiations between the parties. (See Association's opening statement at 12, 14.) All of these contentions are without merit.

A valid claim of contractual privilege and a valid claim of managerial prerogative both apply while parties are operating under the status quo, and therefore, the Association failed to prove a status-quo violation.

While a party to an expired labor agreement cannot ordinarily implement changes to the status quo, a public employer may implement changes where the employer has a valid claim of managerial prerogative or contractual privilege. See Hazleton Area School District, 28 PPER ¶ 28209 (Final Order, 1997).

In Hazleton Area School District, the Pennsylvania Labor Relations Board Hearing Examiner considered whether a school district could require its teachers to prepare a daily folder containing various pieces of information and unilaterally reduce the number of some teachers' planning periods. Id. The parties in that case were operating under the status quo after their labor agreement had expired. Id. The Examiner found that the district's requirement that the teacher's prepare a daily informational folder was within the district's managerial prerogative, and therefore the district had no duty to bargain regarding the folders. Id. Similarly, the Examiner concluded that the reduction

in planning periods was in conformity with the terms of the collective bargaining agreement. See id. Given that the district had a managerial prerogative and a contractual privilege to implement the changes, the Examiner found that there was no violation of the status quo. Id.

Similarly, in this case, the Association has not proven that the District has implemented any change that would amount to a violation of the status quo. As discussed *infra*, the District had a valid claim of contractual privilege based upon the plain language of the Agreement, as well as a managerial prerogative based upon its operational needs, to require the secretaries and bus aides to work extended work year hours.

The District has also not eliminated any bargaining unit positions or created any new positions. Under the Collective Bargaining Agreement, Article V- Job Security/Job Progression, Section 1, Postings and Vacancies, the District must post a notice of any vacancy that occurs within the bargaining unit for five days. (Joint Exhibit 1, pg. 15.) The District has a long-standing practice of announcing a vacancy for a position while an employee is still employed in the position. (See Testimony of Sharon Kirk at 130.) Under the Agreement, a bidding process must take place for each vacant position. (Joint Exhibit 1, pg. 15.) The Agreement provides that: "positions will be awarded in the following manner to the senior most qualified employee provided he possesses the established skills and qualifications: FIRST- The Senior qualified bidder from within the posted classification.." The parties have long recognized that the employee currently holding the position is ordinarily considered to be the "senior most qualified employee" to fill the vacancy. (Testimony of Sharon Kirk at 130.) Mrs. Kirk testified as follows:

Q: I asked Sandy a question on cross if she was familiar with any type of discussion with how posting should occur with people being in there. We have here District Nine, which was similar to - - - there is a listing of employees who had their hours increased. It starts off here secretaries and then A through E, and then secretary at the senior high, A through G, and then it keeps going down. Did everybody who is listed on here, did anybody not get their prior position?

Kirk: No. My understanding - - - this is the way we have worked in the past, and we did it several times, when a position whose hours are increased - - - I would post it and people would bid it, but the agreement was that if someone wants in that job, that job is theirs because they were qualified. The postings were my way of meeting what was expected from the union.

[N.T. 5/22/06, pp. 130-131, Testimony of Sharon Kirk.]

Also, Association representative Sandy Kiehlmeier was awarded her current position after such a bidding process. (Exhibit D-1, Testimony of Sandy Kiehlmeier at 53.) Ms. Kiehlmeier's Senior High School Accounting Secretary position was declared vacant with an increase in hours to 2,080 per year. (Exhibit D-1.) She submitted her bid to be considered for the job along with other employees. She was awarded the vacant secretary position with the increased hours because, as the employee who held the position, she was considered to be the "senior most qualified" employee to fill the vacancy. (Testimony of Sandy Kiehlmeier at 53.)

Given the long-standing practice of the parties, no employee could have reasonable feared that he or she would lose her position after the District announced a position as vacant with increased hours. Sandy Kielmeier herself admitted that everyone who submitted a bid for their own position was re-hired into their positions, (testimony of Sandy Kiehlmeier at 54), a fact confirmed by Superintendent Kirk. (See Testimony of Sharon Kirk at 130., Exhibit D-9.) No new bargaining unit positions were created, no

positions were eliminated, and no employee lost a job. The District merely increased hours for certain positions as authorized by the Collective Bargaining Agreement, and as it has done numerous times without objection from the Association since the current status quo arrangement began. There was therefore no contractual violation or a breach of "status quo."

V. CONCLUSION

The Association failed to carry its burden of proving that a contractual violation has occurred. The Association's request for relief contradicts the language of the Collective Bargaining Agreement, the relevant bargaining history, and common sense. The clear and unambiguous language of the Agreement authorizes the District to require school term employees to work an extended work year. The Association's interpretation of the Agreement flies in the face of that plain language and would render it meaningless and superfluous.

Further, the District has increased hours for numerous Association positions numerous times since the parties entered into their current status quo arrangement, yet the only grievances that the Association has filed in response are the two grievances that are the subject of this case. The Association seeks to have it both ways by filing grievances in response to increased hours for some positions but not for others. The Association thereby seeks to infringe upon the District's inherent managerial prerogative to implement its programs and direct its personnel, which will hinder the education and services the District provides to its children.

Because the Association has not proven a contractual violation, the District asks that the Arbitrator deny the grievances.

Respectfully Submitted,

ANDREWS & BEARD

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Date

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IN THE MATTER OF THE ARBITRATION)
BETWEEN) GRIEVANCE RE:
DUBOIS EDUCATIONAL SUPPORT) UNILATERAL CHANGE IN
PERSONNEL ASSOCIATION) WORKING CONDITIONS
VS.)
DUBOIS AREA SCHOOL DISTRICT)
)

**BRIEF SUBMITTED ON BEHALF OF THE DUBOIS EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION IN SUPPORT OF THE GRIEVANCE**

BEFORE ELLIOT NEWMAN, ARBITRATOR

Hearing held on May 22, 2006
DuBois Area School District
Administrative Office
500 Liberty Avenue
DuBois, PA 15801-2410

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APPENDIX D - POST HEARING BRIEF ON BEHALF OF ASSOCIATION

BACKGROUND

This Arbitration arises out of two (2) Grievances filed on behalf of the DuBois Area Educational Support Professionals Association (hereinafter referred to as "Association"), the first on or about August 29, 2005 and the second on or about September 27, 2005 challenging the unilateral changes in bargaining unit positions and change in hours of Association members including secretaries and various aides.

The Grievances were processed through the various stages of the grievance procedure without resolution and both Grievances were referred to Binding Arbitration.

Since both Grievances involve essentially the same facts, they were consolidated for Hearing.

The parties mutually selected Elliot Newman as Arbitrator to hear the within Grievances and a Hearing was scheduled and held on May 22, 2006 at the Administrative Office of the DuBois Area School District (hereinafter referred to as "District"). Following the Hearing, at which both parties submitted oral testimony and documentary evidence, the parties were granted leave to submit post hearing Briefs. This Brief is submitted on behalf of the Association in support of the aforesaid Grievances.

FACTS

The parties to this Arbitration are operating under the terms and conditions of a collective bargaining agreement (CBA) which expired on June 30, 2003. The parties began the bargaining in January of 2003 for a successor agreement and when the efforts were unsuccessful, the parties began

to operate under a status quo agreement as evidenced by a letter from the Association to Mrs. Sharon Kirk, Superintendent of the District dated June 26, 2003. This letter was introduced as Association Exhibit "A-1" (T.p. 23).

The parties have had various bargaining sessions over the ensuing years but as of the date of the Arbitration Hearing and (unfortunately as of the date of this Brief) have been unsuccessful in reaching a successor CBA.

The Association's primary witness was Ms. Sandra Kiehlmeier, Association President. She is a twenty six year employee of the District and is currently employed as a secretary in the high school (T.p.23).

Ms. Kiehlmeier testified that as Association President she was a member of the negotiating team that bargained the CBA under which the parties are presently operating (Joint Exhibit "1"). She specifically referred to Appendices A and B of the CBA and indicated that these two Appendices were derived as a result of the collective bargaining process (T.pp. 25-26). She further indicated that these Appendices were of particular significance to the parties in that they were calculated to eliminate a confusing situation which occurred near the end of each school year when administrators were attempting to get extra hours for secretaries approved by the Board (T.pp. 26-28). She further testified that the hours set forth on Appendix B for the various secretarial or aide positions were the basis upon which the employees actually worked and were paid (T.p. 29).

Ms. Kiehlmeier testified that in August of 2005 she became aware that the District posted a notice of vacancies for the various secretarial and aide positions in the District, which positions are in the Unit represented by the Association. In addition to declaring these existing positions vacant, the posting stated a unilateral increase in the hours for the secretary and aide positions. This

posting was introduced as Association Exhibit "A-2" (T.p. 30). The Association also introduced copies of the Board minutes officially making the changes as set forth in Exhibit "A-2". See Association Exhibit "A-5" (T.p. 33).

Association Exhibit "A-4" is a posting dated September 15, 2005 unilaterally declaring the position of bus aide as vacant and unilaterally increasing the hours of the new position to 1,393 hours (T.p.33). It was this action that gave rise to the second Grievance which applies to the bus aides only. The Board minutes of September 14, 2005 making the official Board action consistent with the posting are set forth in Association Exhibit "A-3" (T.p. 32).

The Association next called Mrs. Ann Monoco who testified that she has been an employee of the District since 1980 and served as a teacher's aide, cafeteria aide and, since 1985, as secretary. She was also active in Association matters (T.p. 75). Mrs. Monoco testified concerning the process to extend hours as they approached the end of the school year and the hassle that that had become. She indicated that the Board was very strict on the policy and unless additional hours were given prior approval by the Board they would be denied (T.p. 77).

Mrs. Monoco also gave testimony concerning the extended year as set forth in subparagraph C. of Section 1 of Article XI at page 26 of the CBA. She indicated that this provision was never utilized to work an across the board extension of the school year. Rather, she indicated, for example, if school was canceled because of weather or other concerns, employees would be guaranteed the three and one-half (3 1/2) hours of pay. She stated that was the only way this extended work year clause was ever used. Specifically, it was not used to extend hours beyond the end of the school year into the summer (T.pp. 78-79).

The next Association's witness was Terra Begolly, PSEA Uniserv Representative, serving

the DuBois Local. She indicated that she was involved in the bargaining process for a successor CBA since January of 2003. She testified as to Association Exhibit "A-7" which was a tentative agreement reached in February of 2003 (T.pp. 80-81). She indicated this tentative agreement was as a result of a District proposal to eliminate the listing of the hours from Appendix B of the existing CBA. She further indicated that since a CBA was not negotiated, the negotiator for the new Board took all tentative agreements off the table (T.p. 82).

ARGUMENT

The position of the Association is that Appendix B of the CBA controls the obligations of the parties in this case. Appendix B which, begins at page 33 of the contract clearly sets forth in very specific terms the hours for the secretaries and various categories of aides. While Section 1 of Appendix B, pertaining to secretaries sets forth a range of hours for school term work from 1,316 to 1,640 hours per year, pages 34 and 35 of Appendix B then goes on to enumerate the specific hours for the secretarial offices or positions within various school buildings.

Sections 2 through 5 of Appendix B enumerates the hours for various categories of aides.

The Arbitrator's attention is called to the testimony of Ms. Kiehlmeier wherein she discussed that this Appendix was negotiated between the parties to eliminate the hectic situations that occurred near the end of each school year as administrators were trying to get extended hours approved for their various secretaries. Mrs. Monoco corroborated the testimony of Ms. Kiehlmeier as to the hassle that was created near the end of each school year over this situation of additional hours.

It is the Association's position that the action of the District in August and September of 2005 when it unilaterally changed the hours for the secretarial positions and the aide positions was

a clear and plain violation of the CBA under which the parties have continued to work.

The Association also asserts that the nature of the postings (Exhibits "A-2" and "A-4") declaring the various posted positions to be vacant had a very chilling effect on the collective bargaining process between the parties.

This unilateral conduct of the District, i.e. a unilateral change in hours and unilaterally announcing the vacating of positions, is a plain violation of the Recognition Clause, Section 1. of Article I of the CBA. This action is in total derogation of the rights of the Association as the certified bargaining representative for the affected secretaries and aides.

The District has not denied that it conducted the postings and indeed the Board minutes, Association Exhibits "A-3" and "A-5" establish that the Board took the unilateral action in question.

In an attempt to justify its unilateral conduct the District relies on paragraph B of section 1 of Article XI labeled "School Term Employees Work Year" which provides that the normal work year for full time school term employees shall be 1,309 hours to 1,640 per year. This, the District says, justifies unilateral increase of the hours that they made in August and September of 2005.

This argument must fail, however, upon a review of Appendix B. Section 1 of Appendix B which had been previously discussed is very similar to paragraph B of Section 1 of Article XI, the only difference being Section 1 of Appendix B provides a school term work hours of 1,316 hours to 1,640 hours as opposed to 1,309 hours to 1,640 hours in paragraph B. The crucial analysis, however, is that the specific designation of the secretary and aide hours which appears on pages 34 and 35 clearly supercedes the general school term set forth in either section 1 of Appendix B or paragraph B of Section 1 of Article XI.

The District's reliance on the predecessor CBA for the years 1997 and 2001 is also

misplaced. The District finds significance in the fact that the predecessor CBA used the term "9 month employee" whereas the current CBA addresses that category of employee as "school term employees". That is a distinction without meaning in that whether the various secretaries be considered nine month employees or school term employees, the specific hours for the specific positions were clearly bargained for and set out in Appendix B to the 2001-2003 CBA.

The primary thrust of the District's defense is that the unilateral changes grieved the by the Association were predicated upon operational needs of the District. An analysis of the District's own testimony will show that there was no overwhelming or compelling operational need of the District to make the complained of changes at this point in time. Rather, what the District did was to change unilaterally what it could not change by collective bargaining.

The Association asserts that "operational needs" do not provide a basis to abrogate the terms and conditions of a CBA in any event. Nevertheless, the Association will show that the District's so-called operational needs in this case are really a subterfuge.

For example, the District introduced the testimony of Robert Niznik, Supervisor of Special Education. A review of his testimony would lead one to the conclusion that, from his perspective, these unilateral changes were necessary because of an extended school year requirement. Of course, this requirement has been around for a considerable period of time, probably since the late 1970's, but clearly since the amendments to the IDEA in 1997! In addition, Mr. Niznik referred to the Federal No Child Left Behind legislation and its requirements of average yearly progress (AYP) (T. pp. 93-94). What Mr. Niznik does not tell the Arbitrator is that the No Child Left Behind law was signed into effect in January of 2002 and while there are different dates for implementation of various facets of the law, its existence is no surprise to anyone in education and the Act created no

emergency which required unilateral implementation of changes to terms and conditions of employment in August and September of 2005.

Mr. Niznik's testimony also included District Exhibit "D-9", being the summer calendar, listing numerous activities necessary to get ready for school for the coming year which he said was because of AYP (T.p. 97). However, on cross examination Mr. Niznik indicated that in any school year there are things to be done by the secretarial staff that are not limited to AYP driven concerns (T.p. 99). Here, there was no evidence of operational necessity, but rather one of unilateral change to suit the District's convenience.

Next the District provided the testimony of Kathleen Ginther, Elementary Principal. The Association believes that the testimony of this witness is quite telling as to the District's motives in this case. Ms. Ginther indicated (at page 101 of the testimony) that for the past few summers she has been frantic, in a panic, trying to get more time. As she stated "things would happen in the summer that needed attention."

In discussing Exhibit "D-11", she conceded that the duties listed there are things that the District does over the summer year in and year out (T.p. 106). Again, no emergency or compelling need here; rather it is the District's decision to change the hours of the staff without bargaining those changes.

Barbara Jo Smith, Director of Federal Programs, testified to nothing new which demanded immediate and unilateral changes to the hours of staff. She talked about the needs of Title I program (T.p. 109) and as the Arbitrator is well aware, Title I issues have been around for years. She indicated that there was a need for CPR and technology training over the summer (T.p. 116). Again, nothing new here other than unilateral staffing changes for the Districts convenience.

A review of District Exhibit "D-12", to which the witness referred, shows that the summer activities in the District are primarily those that would have been carried out throughout the summer in preceding years.

As stated above, the Association does not believe that operational needs can abrogate the collective bargaining rights of employees or rights which they are given under State law. While it is somewhat beyond the scope of this Brief, since the District raised extended year issues, there are numerous cases under Federal law which state that modification or abrogation of contractual or state law rights can only be made following an evidentiary hearing and upon a finding that the change is essential or necessary. See, for example, *Little Rock School District v. Pulaski County Special School District* 839 F2d 1296, 1315 (7 cir. 1988); *People Who Care v. Rockford Bd. Educ.* 961 F2nd 1335, 1339 (7 cir. 1992); *Knight v. Pulaski County Special School District*, 112 F3d 953 (8 cir. 1997).

While the cited cases deal with IDEA or similar type issues, the same argument can be made for the District's assertions that its actions were justified by No Child Left Behind.

The District Superintendent, Mrs. Sharon Kirk, testified and early in her testimony she shed light as to what the real motive of the District in this case. She indicated that throughout the years she has been wanting more time in various positions and has finally found a school board which is financially willing to support it (T.p. 121). The rest of Mrs. Kirk's testimony is shaded by the umbrella of the statement that she has finally gotten to do something she has wanted to do for years. No emergency, no compelling operational need, just a school board that was willing to give her what she has wanted but which she could not get through collective bargaining.

She indicated that she needs support staff for summer programs, transportation for summer

school or help with their technology programs which has been underutilized in the past. (T. pp. 122-123). The Superintendent alluded to no crises but rather to ongoing programs or a wish list of programs that she or the District have been wanting to put in place. None of these justify the abrogation of the collective bargaining rights of the Association or the unilateral change in working conditions of the Association members.

Particularly revealing is Mrs. Kirk's testimony at pages 128-129 wherein she talked about the problem the District had in finding bus aides or transportation for the children during the extended school year. Again the District's inconvenience is not an excuse or reason to justify unilateral changes to the terms and conditions of a Collective Bargaining Agreement.

The District has a remedy for its so-called dilemma (if in fact there is a dilemma) and that is to hire additional staff. Rather than unilaterally force increased hours on the Association and its members, the District could accomplish each and every one of its goals by the hiring of additional staff and utilize this additional staff to meet the District's goals and needs over the summer program.

Whether or not the hiring of additional staff would be less convenient for the District or perhaps more expensive does not, nevertheless, justify the unilateral changes implemented by the District.

In a question to the Superintendent, the District stated that the big disagreement in this case is that the Association believes that Appendix B applies only to secretaries and the District applies it to aides and secretaries. Suffice it to say that nowhere in its testimony or documentary evidence did the Association ever assert this position and it is not the position of the Association. Appendix B applies to all categories of employees referenced in the Appendix, purely and simply.

A final thrust of the District's argument is that the Association has not grieved certain other

postings/change in hours for certain secretarial or aide positions. The District's argument is then apparently that the Association has either waived or is estopped from grieving the instant unilateral implementations as to the secretaries and aides in the August and September, 2005 postings. This position of the District is clearly unsupported by the testimony in this case.

The Association introduced Exhibit "A-10", a posting which occurred on November 17, 2005 announcing further vacancies in several positions. Ms. Kiehlmeier was asked whether or not she grieved in response to this posting and she indicated that she did not (T.p. 48). The witness gave detailed reasons for the Association's decision not the grieve. For example, the two aide positions in the high school at 2080 hours per year were new positions and these were discussed between Mrs. Kirk and Ms. Kiehlmeier and an understanding arrived between them for these positions. The temporary child specific aide position is one that is created from time to time on an as needed basis and is worked out between Mrs. Kirk and Ms. Kiehlmeier. In addition, the hours for the child specific aide 882 hours and the teacher aide 882 hours are consistent with the hours for those positions in the existing Appendix B (T.p. 50).

The other positions of custodian and food service worker are not positions covered by the certification for this ESPA local, as is true for the cafeteria aide.

Finally as to the pool aide, Ms. Kiehlmeier indicated that a grievance was filed on that position and that grievance has been resolved between the District and the Association (T.p. 51).

When cross examined by the District Solicitor concerning the District's Exhibit 2 and District Exhibit 3 involving Brenda Roy and Donna Barr, Ms. Kiehlmeier gave testimony consistent with her testimony on direct, that these two positions were first of all new positions at 2,080 hours and that both of them were discussed between the Superintendent and Ms. Kiehlmeier. The position

given to Brenda Roy was listed on the November 17, 2005 posting which was previously discussed and the position given to Donna Barr is the Virtual School Secretary position on the September 15, 2005 posting (T.pp. 55-59). Ms. Kiehlmeier was quite emphatic that there were never any discussions concerning operational reasons or anything else for the various positions covered by the two grievances; that Ms. Kiehlmeier learned of these postings following the Board meeting where the changes were approved (T.p. 59).

As to the aide position set forth in District Exhibit "D-4" Ms. Kiehlmeier indicated that the changed hours for that position were within the hours in the contract (T.p. 60). Ms. Kiehlmeier gave similar testimony for the positions in the other District Exhibits for which the Association did not file grievances. Simply, that the positions were either negotiated between herself and Mrs. Kirk or they were within the hours already set forth in the CBA.

At page 65, Ms. Kiehlmeier indicates that she was unaware of the changes which gave rise to the instant grievances until the action had been taken by the Board that there was no discussion that this was going to happen. On page 66, Ms. Kiehlmeier emphasizes her previous testimony that the extended year provision in subparagraph C on page 26 was not used to call people in for twenty (20) more days at seven (7) hours per day. Rather she confirmed that this provision was used if someone was called in to work, they would be get a minimum of three and one-half hours or equivalent comp time (T.p. 66).

The record in this matter clearly reveals that the District was aware of its obligation to bargain an increase in hours for the positions listed in Appendix B. It is clear from the testimony of both parties that the District wanted to eliminate the hour constraints for the various positions as early as February of 2003. Association Exhibit "A-7", was a tentative agreement reached by the

parties in February of 2003 which proposed the deleting of the listing of secretarial hours.

It was the decision of the chief negotiator for the newly elected School Board to remove all tentative agreements from the table (T.p. 82).

A District proposal presented as late as April of 2006 (Association Exhibit "A-8") shows a listing of the secretary and aide positions with the increased hours which the District unilaterally implemented in August and September of 2005. Here, the District is seeking to bargain what it previously unilaterally implemented the year before.

Association Exhibit "A-9" is a Memorandum of Understanding between the District and another ESPA local representing the custodial, maintenance and cafeteria employees wherein the parties bargained the increase in hours of a food service worker. While indeed this is a different Local under a different CBA, it simply corroborates the Association's position that the District knows its responsibility to bargain increases in hours for positions covered by a CBA.

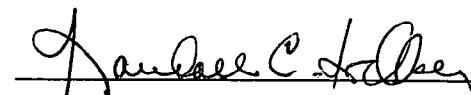
The District emphasized that as a result of the complained of postings, no Association member who requested a position was denied it. This was consistent with the testimony of Ms. Kiehlmeier. The complaint of the Association is not that anyone lost a job, but rather that its members were forced to apply for positions they already held, especially when the parties were operating under a status quo agreement. The Association and its members should not have been placed in such a position by the District, during negotiations.

CONCLUSION

Based on the foregoing arguments, case authority and a review of the testimony and documentary evidence, it is the position of the Association that the grievances should be sustained

and that the District be ordered to cease and desist from declaring existing positions to be vacant while the parties are negotiating for a successor CBA under a status quo agreement. The hours of the affected secretaries and aides must be restored to the hours listed on Appendix B of the 2001-2003 CBA. Further, that the District should be ordered to cease and desist from unilaterally implementing changes in hours and/or other terms and conditions of employment.

Respectfully submitted,



Randall C. Rodkey, Esquire

July 1, 2001 to June 30, 2003

AGREEMENT

BETWEEN

**DUBOIS EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
ESPA-PSEA-NEA**

and

DUBOIS AREA SCHOOL BOARD

**2 Year Agreement:
July 1, 2001 to June 30, 2003**

ARBITRATION EXHIBIT J-1

July 1, 2001 to June 30, 2003



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AGREEMENT

This Agreement entered into this _____ day of _____, by and between the Board of Education of the DuBois Area School District, Pennsylvania, hereinafter referred to as "District," and the DuBois Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter referred to as the "Association".

WITNESSETH

Whereas, the District and the Association have bargained in good faith under the provisions of the Pennsylvania Public Employees Law, the Act of July 23, 1970, No. 195, hereinafter called the "Act", with respect to wages, hours, terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they wish to confirm in the Agreement;

It is hereby agreed as follows:

ARTICLE I - RECOGNITION

SECTION 1: RECOGNITION.

The DuBois Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter referred to as the "Association", is hereby recognized by the District, hereinafter referred to as the "District", as the exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, for those employees in the collective bargaining unit as determined by the Pennsylvania Labor Relations Board in accordance with certification number PERA-R-7534-W; PERA-U-96-510-W; PERA-U-92-563-W.

SECTION 2: UNIT DEFINED.

The unit is composed of all full-time secretaries, regular part-time secretaries, and teacher aides and hall monitors, cafeteria aides, health aides, child specific and bus aides, and excluding management-level employees, supervisors, first-level supervisors, confidential employees, professional employees and guards as defined in the act.

SECTION 3: LONG TERM SUBSTITUTES.

- A. A substitute employee working on a daily basis in place of a regular bargaining unit member who is on a leave of absence or extended sick leave shall be eligible for bargaining unit status and receive contractual benefits as follows:
 1. After sixty (60) days of employment in the same position said employee shall be considered a member of the bargaining unit for salary and benefit purposes and begin a probationary period.
 2. Upon the sixty-first (61) day said employee shall receive the appropriate contractual salary as stated in this agreement.
 3. (a) Upon completion of one-semester (90 work days) of which thirty (30) are school

days, said employee shall also receive all appropriate fringe benefits provided by the contract except for requesting unpaid leaves of absence. Benefits shall be pro-rated on the number of days of the employee worked in continuous service, based on the yearly work schedule for the appropriate classification.

- (b) Payment for hospitalization shall commence upon completion of the sixty (60) day probationary period (if completed before the 15th of the month payment will be made) and coverage will commence the 1st of the following month.
- 4. Upon the return of the regular employee, the long term substitute shall be terminated. However, if the employee is hired as a permanent employee, the time worked as a long-term substitute shall be counted in computing seniority and shall be included in computing vacation time eligibility.
- 5. Long-term substitutes, if having completed the probationary period, are employed permanently shall not be required to complete another probationary period if employed in the same classification within a three (3) year period.
- 6. The long-term substitute shall have no bidding or bumping rights. However, he/she shall be automatically considered a candidate for any vacancy in the classification in which substituting. If an employee is not so selected, upon request, he should be given a written explanation stating the reasons.
- 7. (a) The termination of a long-term substitute upon the return of the regular employee shall not be subject to the grievance procedure.
(b) Upon termination the long-term substitute shall forfeit any unused accumulated sick leave.

ARTICLE II - MODIFICATION OF AGREEMENT

SECTION 1:

The parties agree that the contract is binding for the stated duration and that items agreed upon herein may not be reopened during the period of the contract, unless by mutual agreement of the parties. Should, by mutual agreement, one (1) or more articles be reopened for reconsideration, negotiations shall be limited only to that of those articles.

SECTION 2:

Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, be executed by both parties when necessary.

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ARTICLE III - GRIEVANCE AND COMPLAINT PROCEDURES

PART A. GRIEVANCES

SECTION 1. DEFINITIONS.

A "grievance" is a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement. A grievance may be filed by the following: An individual, the Association or the District.

SECTION 2. PURPOSE.

The purpose of this grievance procedure is to provide a method for quick and final determination of every question of interpretation and application of the provisions of this agreement, thus preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions.

SECTION 3. PROCEDURE.

A. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. An aggrieved employee shall institute action under the provisions hereof within twenty-one (21) calendar days of the occurrence of the alleged grievance. If the grievance is not processed within the time limits at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition.
3. Calendar days shall be defined herein as any days except official school district holidays.

B. SUBMISSION OF GRIEVANCES.

All formal grievances for Secretary/Aides shall be submitted at Level I to the building principal in charge.

C. LEVELS.

1. LEVEL ONE.

Except as set forth in Article IV, Section 1.B. (regarding discharge, demotion and suspension), where a grievance is involved, the employee shall promptly, but in no case longer than twenty-one (21) calendar days after he knew of the incident, submit the same to the principal or immediate supervisor. The principal or immediate supervisor shall advise the employee of his disposition in writing within seven (7) calendar days after the conference or meeting.

2. LEVEL TWO.

If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he may file the grievance in writing with the superintendent or his designee within seven (7) calendar days after the decision at LEVEL One or fourteen (14) calendar days after the grievance was presented, whichever is sooner.

3. LEVEL THREE.

If the aggrieved or Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting, or six (6) work days from date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance.

4. LEVEL FOUR.

If the grievant is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered, the Association may, within seven (7) calendar days, of the time a decision was or should have been rendered, request in writing that the grievance be submitted to arbitration. Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon one or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation by either party. The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement. The decision of award of the arbitrator shall be final binding.

D. COSTS.

The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

E. GRIEVANCE WITHDRAWAL.

A grievance may be withdrawn by the Association or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

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F. ADJUSTMENTS.

Any individual employee or a group of employees shall have the right at any time to present grievances to the District and to have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement and provided further, that the Association has been given an opportunity to be present at such adjustment.

G. NOTIFICATION.

The District may notify an aggrieved employee, with copy to Association, of its decision sent to the employee's last known address and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.

H. HEARINGS.

If the District schedules a grievance hearing during regular working hours, an Association representative shall be permitted to take the necessary time off to attend said hearing without loss of pay or compensation.

I. REPRESENTATION.

An aggrieved may be represented at all stages of the grievance procedure by himself or, at his option, by any other person, including a representative selected or approved by the Association.

PART B. COMPLAINTS

SECTION 1. DEFINITION.

A "complaint" is any matter of dissatisfaction of an employee with any aspect of his/her employment which does not involve any grievance as above defined. It may be processed through the application of the first three (3) levels of the grievance procedure. A complaint may be filed by an individual, the Association, or the District.

SECTION 2. PURPOSE.

The purpose of the complaint procedure is to provide a method for prompt and full discussion and consideration of matters of personal irritation and concern of an employee with some aspect of employment.

SECTION 3. PROCEDURE.

A. TIME LIMITS

1. Since it is important that complaints be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. An employee having a complaint shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the alleged complaint. If the

July 1, 2001 to June 30, 2003

complaint is not processed within the time limits at any step of the complaint procedure, it shall be considered to have been resolved by previous disposition.

3. Calendar days shall be defined herein as any days except official school district holidays.

B. SUBMISSION OF COMPLAINTS.

All formal complaints for Secretary/Aides shall be submitted at Level I to the Building Principal in charge.

C. LEVELS.

1. **LEVEL ONE.** When a complaint is involved, an employee shall, with or without Association representation, within seven (7) calendar days after he knew of the incident, discuss it with his principal or immediate supervisor with the objective of resolving the matter informally. The principal or immediate supervisor shall advise the employee of his disposition in writing within seven (7) calendar days after the conference or meeting.
 2. **LEVEL TWO.** If the complainant is not satisfied with the disposition of his complaint at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the complaint, he may file the complaint in writing with the superintendent or his designee within seven (7) calendar days after the decision at Level One or fourteen (14) days after the complaint was presented, which ever is sooner.
 3. **LEVEL THREE.** If the complainant or Association is not satisfied with the disposition of the complaint by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting, or six (6) work days from date of filing, whichever shall be later, the complaint shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board shall make a decision on the written complaint no later than its next regular meeting or two (2) calendar weeks from the date of receiving the written complaint. The decision of the Board shall be final in all complaints and not subject to the grievance procedure.
- D. REPRESENTATION.** A complainant may be represented at all stages of the complaint procedure by himself or, at his option, by a representative selected or approved by the Association.

ARTICLE IV - EMPLOYEE RIGHTS

SECTION 1. JUST CAUSE.

- A. The District has the right to discharge, transfer, discipline, lay-off, reprimand, reduce in

rank or compensation, deprive of any advantage, suspend, or demote any employee for just cause.

- B. The District agrees that it will notify the employee and the Association in writing within one (1) day after any demotion, suspension or discharge of any employee and the reasons therefor. If there is any question or dispute regarding any suspension, discharge or demotion, the grieving employee must file a written grievance on the form provided by the District regarding same within seven (7) calendar days from the date of such suspension, discharge or demotion, and a certified copy of such grievance must be submitted to the District. This grievance shall then be handled in accordance with the grievance procedure set forth in this agreement starting with Level Three (3).
- C. This section shall not apply to any employee who has not successfully completed the prescribed probationary period.

SECTION 2. SAVING CLAUSE.

Nothing contained herein shall be construed to deny or restrict to any employee any rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act 195. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION 3. REQUIRED HEARINGS.

Whenever any employee is required to appear before the Superintendent, Board or Committee thereof concerning a disciplinary action that could lead to suspension or discharge, he/she shall be given prior notice of the reasons for such meetings. He shall further be entitled to have a representative present to advise and/or represent him/her.

SECTION 4. SENIORITY & SERVICE

A. SENIORITY

Employees have district-wide seniority for lay-off or bumping purposes. Seniority shall be defined as the length of an employee's continuous service with the District computed from the initial date of reporting to work.

Employees have bargaining unit seniority for bidding purposes. Seniority shall be defined as the length of an employee's continuous service within the unit computed from the initial date of work in the unit.

- 1. There shall be five (5) classifications of employees: secretaries, health-aides, hall monitors and teacher-aides, cafeteria aides, and child specific and bus aides.
- 2. Employees who move between classifications will take their district and bargaining unit seniority with them into the new classification.
- 3. Casual intermittent, day-to-day substitute work (under 60 days) shall not count towards seniority unless such time meets the requirements of Article I, Section 3, "Long Term Substitutes", of the current Agreement or unless there is no break in such service from the last day of casual substitute time until the first day of permanent hire.

B. BROKEN SERVICE.

An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:

- (a) Voluntary termination of employment.
- (b) Discharge for just cause
- (c) Retirement
- (d) Layoffs in excess of twenty-four (24) months or the duration of the Agreement, whichever is longer.
- (e) If recalled after layoff, upon failure to return to work within a period of five (5) work days after the employee has received notification by certified mail to so return; provided, however, if the employee notifies the District within said five (5) work day period that he is not immediately available for work, he may be retained on such list for a period of fourteen (14) days.
- (f) Work in different bargaining unit does not constitute a break in service.

1. Rehired Employees.

If an employee whose continuous service has been broken by any of the above causes is again hired, he shall begin as a new employee of the District.

2. Sickness and Approved Leaves.

Absence because of sickness or other approved leave of absence shall not constitute an interruption of continuous service.

3. Seniority Lists.

- A. The names of all new employees shall be furnished to the Association upon request.
- B. A copy of the seniority list showing the classification and date of hire and seniority ranking of each employee covered by this agreement is attached as Appendix C and an updated copy shall be furnished to the association upon request.
- C. Probationary Period. New employees shall be regarded as probationary employees for the first thirty (30) work days of their employment with the exception of employees who initially report for work during the summer months when school is not in session. The probationary period for these employees shall be extended to thirty (30) school days into the following term. Upon completion of the probationary period, the seniority of such employees, if retained, shall be effective as of the date of commencing work in a position covered under this agreement and all his rights and benefits as appropriate under this Agreement shall accrue from the beginning of his employment, except holiday pay.

C. SENIORITY FOR FORMER I. U. #6 AIDES

Former I. U. #6 Aides who are hired by the District shall have two (2) separate seniority dates:

1. "I.U.6 Seniority Date" - is to be used in the event of the furlough of aide(s) within the special ed program and to be used when bidding on a vacancy within the special ed programs; and
2. "District Date of Hire" - is to be used to bid on vacant or new positions within the bargaining unit (other than special ed program positions).

SECTION 5. NO DISCRIMINATION.

- A. Both the District and the Association agree not to discriminate against any employee on the basis of race, creed, color, national origin, age or sex, political affiliation or the proper exercise by any employee of his rights guaranteed by the Public Employee Relations Act Number 195.
- B. Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural and vice versa, as applicable.

SECTION 6. MEDICATION.

- A. No unlicensed or non-certified bargaining unit member shall be required to provide any health service which, by law, regulation or policy must be performed by a certified or licensed professional. Included is the dispensing of medication or the treatment or diagnosis of any illness, disability or injury, or the rendering of emergency first aid, unless the bargaining unit member is appropriately certified by the American Red Cross.
- B. Any bargaining unit member may volunteer to dispense medication or supervise self-administration of medication. Prior to performing such volunteer health services, the employer shall obtain a written parental authorization. The employer agrees to hold harmless the bargaining unit member while engaged in such volunteer health services.

ARTICLE V - JOB SECURITY / JOB PROGRESSION

SECTION 1. PROMOTIONS AND VACANCIES.

- A. **POSTING OF VACANCIES.** When a vacancy occurs in the bargaining unit, the District will post notice of such vacancy for a period of five (5) work days. The notice shall state which job(s) are open, how many openings exist, procedure for filing, and designation of time limit for filing the bid. Employees who wish to apply for the vacancy shall, in writing, file their bid within the prescribed time limit.

Child specific aides and bus aides may bid on vacancies only at the end of the school year or if their services are no longer required by the child for whom they were the aide.

- B. **FILLING VACANCIES.** Employees who wish to apply for a vacancy shall in writing, file their bid within the prescribed time limit. Vacancies shall be filled by the promotion of

employees already employed by the District who possess the established skills and qualifications for the position. Positions will be awarded in the following manner to the senior qualified employee provided he possesses the established skills and qualifications:

FIRST - The Senior qualified bidder from within the posted classification, including persons of layoff.

SECOND - Senior qualified bidder from other classification within bargaining unit including person on layoff

THIRD - The senior qualified applicant from other bargaining units within the District, including persons on layoff, provided they have necessary skills and qualifications.

FOURTH - Applicant from outside the bargaining unit.

- C. UNQUALIFIED APPLICANTS.** Nothing in this section shall be construed to mean that the District is obligated to assign a job to any bidder who is not qualified or fill any vacant position.
- D. TRIAL PERIOD.** A successful applicant must prove his ability to perform the functions, duties, and responsibilities of the job to the satisfaction of the District. The District may return an employee to his former position any time during the twenty (20) work day trial period. Employees who fail to qualify within the prescribed twenty (20) work day period shall be permitted to return to their former classification without loss of their seniority. If the employee requests to be returned to his former job within the twenty (20) work day period, he shall be permitted to return without loss of seniority, provided he makes such request in writing and states the reasons for the return.
- E. LIMITATIONS ON BIDDING.** Any employee who successfully bids a position pursuant to this article shall not be permitted to bid further on any other position in the same classification for a period of nine (9) months from the date the employee was awarded the position. In special situations, this time period may be waived by mutual agreement of the employer and the Association.
- F.** The District shall only be required to give a maximum of two (2) employees a trial period. If neither employee qualifies, the District shall not be bound by the provisions of this article and may fill the vacancy from outside the bargaining unit.
- G.** When a position is posted for bid and an employee bids the position, the employee may withdraw the bid on or before the last day that the bids are to be submitted to the superintendent's office.

If an employee is notified that he/she is the successful bidder, the employee must take the position and begin the trial period as defined in the contract. After the trial period begins, the employee may deny the bided position as per contract.

If an employee bids the position and receives the position, the trial period must begin. No withdraws will be accepted after the closing of a posted position.

SECTION 2. VOLUNTARY TRANSFERS.

Employees requesting a transfer shall make said request in writing to their immediate

supervisor. Such requests shall set forth the reasons for the transfer, the position sought, and the applicants qualifications. The District shall act upon such request within a reasonable period of time. The Association shall be notified five (5) work days prior to the move being made official to allow them to state their position concerning the transfer. This provision is not intended to be used to circumvent the bidding procedures of this agreement. The decision to acknowledge such transfer requests shall be solely at the discretion of the District.

SECTION 3. INVOLUNTARY TRANSFERS.

Involuntary lateral transfers for just cause shall not be made without discussing it with the employee. Upon request, the employer will state in writing the reasons necessitating such transfer.

SECTION 4. LAYOFF.

A. REDUCTIONS. Should it be necessary to reduce the working force within the limits of this provision, layoff shall be by classification and employees who have not completed their probationary period shall be laid off first within that classification. Should further reduction be necessary, non-probationary employees shall be furloughed on the basis of inverse seniority within each classification.

This provision does not apply to child specific aides and/or bus aides. It is specifically understood that the nature of this position will result in lay-off when the child no longer is in need of the service or is absent from school for prolonged periods of time. When the district anticipates that a child will return to school after a prolonged absence, it shall make a reasonable effort to keep the specific aide employed for the period of such absence.

If that is not possible, the aide shall be laid off during the period that the district cannot furnish appropriate work until the return of the child. After twenty (20) working days of lay-off, the district may choose to no longer continue the benefits available to members of the bargaining unit. The aide so laid off may continue coverage on all of such benefits by reimbursing the district the cost of the benefits.

B. BUMPING RIGHTS WITHIN CLASSIFICATION. In all cases of layoff, except child specific aides or bus aides, an employee has the right to apply for and shall be eligible, in accordance with the seniority provisions, for any job within that classification that is occupied by an employee with less seniority as long as the employee has the qualifications, skills, and ability to do the remaining job. This procedure shall be known and referred to as bumping. Part time employees shall be eligible to bump only other part time employees of equal or lesser hours, within the classification.

C. ACROSS CLASSIFICATION. When an employee cannot bump within a classification, he or she may use seniority to bump into another classification, provided he or she has prior experience with the district in that classification, possesses the requisite qualifications, and is capable of performing the duties.

SECTION 5. RECALL.

A. In the event an employee's position is abolished and said employee is not eligible to

bump in accordance with the aforementioned procedure, the affected employee shall be retained on a district recall list for a period of twenty-four (24) months or the duration of the agreement, whichever is longer.

- B. Employees shall be recalled in the reverse order of layoff within classification, provided they have the qualifications, skills, and ability to perform the open position before being recalled. Either the employer or employee may make the determination as to the qualifications, skills, and abilities of the employee. Any denial of qualifications, skills, and abilities by either party shall be made in writing listing the specific reasons for denial.

SECTION 6. CLASSIFICATIONS

- A. Classifications and categories for the purpose of bumping and bidding shall be as follows:
1. Category #A: Secretaries having successfully completed probation
Category #B: Probationary Employees
 2. Category #A: Hall Monitors and Teacher Aides having successfully completed probation
Category #B: Probationary Employees
 3. Category #A: Cafeteria Aides having successfully completed probation
Category #B: Probationary Employees
 4. Category #A: Health Aides having successfully completed probation
Category #B: Probationary Employees
 5. Category #A: Child Specific Aides having successfully completed probation
Category #B: Probationary Employees
- B. Bidding may occur in any direction (category) within each classification as listed; however, bumping shall only occur downward by category within each classification. Bidding and bumping across classification shall be in accordance with other provisions of this article.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

SECTION 1. INFORMATION.

Both parties shall furnish each other, upon reasonable request, readily available information pertinent to the issue(s) under consideration.

SECTION 2. USE OF SCHOOL BUILDINGS.

The Association and its representatives may have the right to use school buildings. The normal application procedure for use of school buildings will be followed.

SECTION 3. RELEASED TIME FOR MEETINGS.

Whenever any employee is scheduled by the District to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.

SECTION 4. DUES DEDUCTION.

The District agrees to deduct from the wages of association members dues in the amount certified to the District in writing. The District agrees to transmit the dues monthly to the DuBois Educational Support Personnel Association. The Association will hold harmless the employer against any and all claims which may be made by any person by reason of the deduction of Association membership dues, which shall include the cost of defending against any such claim. The Association will have no monetary claim against the District by reason of failure to perform under this section.

SECTION 5. EXCLUSIVE RIGHTS.

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the association as the exclusive representative of the employees, and to no other organization purporting to represent bargaining unit members.

SECTION 6. ASSOCIATION SECURITY.

A. MAINTENANCE OF MEMBERSHIP. All employees who are members of the Association on the effective date of this agreement or who, thereafter, during its term become members of the Association, shall maintain their membership in the association for the term of the agreement in accordance with Article III, Section 301 (18) of Act 195 which states that the employee shall have the right to resign within a period of fifteen (15) days prior to the expiration date of the agreement and, furthermore, that failure to comply with this provision shall constitute proper grounds for dismissal.

ARTICLE VII - ELIGIBILITY FOR BENEFITS

SECTION 1. FULL-TIME EMPLOYEES.

All employees regularly scheduled to work twenty-five (25) or more hours per week shall receive appropriate salaries/benefits for classification.

SECTION 2. VOLUNTARY TRANSFERS.

Where an employee voluntarily requests re-assignment to another classification, the salary and fringe benefits shall be adjusted to that appropriate for the new classification, as soon as feasible after assumption of new position by the employee.

SECTION 3. RETENTION OF BENEFITS.

Any employee who must bump into a position of less than twenty-five (25) hours per week in order to retain a job due to school closing or reduction in force shall not lose any contractual entitlements provided said employee exercises his bidding rights to apply for the next full-time twenty-five (25) hours/week or more position that opens in their classification.

SECTION 4. EXCLUSIONS OF BENEFITS.

Exclusion of benefits and exceptions for employees working less than twenty-five (25) hours per week shall be noted in Section 1 of each affected article.

ARTICLE VIII - PAID LEAVES OF ABSENCE

SECTION 1. LIMITATIONS OF BENEFITS.

Employees working less than twenty-five (25) hours per week shall receive only three (3) sick days per year and shall receive only three (3) bereavement leave days for death in the immediate family and one (1) bereavement leave day for death of a near relative in accordance with the provisions of Section 3. In addition, part-time employees shall receive one (1) Personal Day specified in Section 8.

SECTION 2. SICK LEAVE.

- A. **NUMBER OF DAYS.** The Board grants ten (10) days' sick leave per year to be cumulative without limit, all of which may be used in the course of one (1) year. Sick leave shall not be paid to employees absent due to illness or injury sustained in remunerative employment other than their employment with the School District; this includes self-employment. After three (3) consecutive sick days, employees may be required to furnish a physician's excuse.
- B. **PRO-RATION.** Sick leave shall be pro-rated if the employee is in a noncompensable status in excess of thirty (30) days during the school year for reasons other than personal illness, disability or retirement. The exceptions shall not be applicable to employees during their initial year of employment.
- C. **WRITTEN ACCOUNTING.** Employees shall be given a written accounting of accumulated sick days no later than the date of the first payroll of each work year.
- D. **SEVERANCE PAY.**
 1. Employees in the bargaining unit with a minimum of three (3) years of service in the District who have voluntarily terminated their employment with the District for any reason shall be paid five dollars (\$5.00) for each day of unused sick leave days.
 2. Employees in the bargaining unit with a minimum of ten (10) years service in the District who have voluntarily terminated their employment with the District for any reason shall be paid ten dollars (\$10.00) for each day of unused sick leave days, up to a maximum of one hundred (100) for full-time or thirty (30) for part-time. An employee having more than this amount of unused sick leave shall be paid five dollars (\$5.00) each for all sick days in excess of one-hundred (100) for full-time or thirty (30) for part-time.
 3. Written notice must be submitted and received by the Board sixty (60) days prior to termination of employment, unless waived by the Board.

SECTION 3. BEREAVEMENT LEAVE.

- A. **PARENT, SPOUSE, CHILD, OR GRANDCHILD.** Employees will be granted up to five (5) days, including the day of the funeral, at any one time in the event of death of an employee's spouse, child, grandchild or parent. Said days shall be taken in a seven (7)

calendar day period.

- B. **REMAINING IMMEDIATE FAMILY.** Employees will be granted up to three (3) days, including the date of the funeral, at any one time in the event of death of an employee's brother, sister, parent-in-law, member of immediate household, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
- C. **NEAR RELATIVE.** Employees will be granted the day of the funeral in the event of death of an employee's first cousin, aunt, uncle, niece or nephew.

SECTION 4. JURY DUTY LEAVE.

- A. Any employee who has been called for Jury Duty or subpoenaed to appear at a quasi-judicial or other legal proceeding involving the District, shall be compensated by the employer the amount of money necessary to equal the difference between the employee's regular daily pay basis and the compensation such employee received for such appearance, less traveling expenses, during such time. An employee excused for such service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a Jury Duty Notice, Summons or Subpoena and the amount of pay received for such service.
- B. When an employee receives such notice or a subpoena, he shall notify the Superintendent's office immediately.

SECTION 5. ASSOCIATION LEAVE.

The Board shall grant up to two (2) days' leave per year to authorized representatives of the Association to attend conferences or seminars during the year. The first day shall be paid and the second, unpaid. Requests for such leave must be submitted to the Superintendent via the building Principals at least two (2) weeks prior to leave, whenever possible.

SECTION 6. TEMPORARY MILITARY LEAVE.

Employees shall be granted time necessary for service on temporary active duty of any unit of the United States Reserves or the Pennsylvania National Guard as specified in the statutes of the United States and the Commonwealth of Pennsylvania.

SECTION 7. DISCRETIONARY LEAVE.

The Board may, at its discretion, grant a leave of absence with pay and benefits to employees for reasons and upon terms not enumerated herein.

SECTION 8. PERSONAL DAY.

All full-time employees will be granted three (3) personal days per school year. The employee shall give twenty-four (24) hour notice to his/her immediate supervisor, except in case of emergency. The personal days cannot be taken in conjunction with sick leave. Payment for the personal day for part-time employees shall be based on the actual number of hours scheduled for the day taken off. Any unused personal leave days of full-time employees shall be converted to sick leave days each year of this agreement.

ARTICLE IX - UNPAID LEAVES OF ABSENCE

SECTION 1. EXTENDED ILLNESS OR DISABILITY.

- A. After completing one (1) year of service an employee shall be granted, upon request, a leave of absence without pay for the purpose of a prolonged illness or disability. For employees with less than one (1) years service, such leave shall be at the discretion of the employer. Said leave shall be subject to the following conditions.
 1. Such leave shall begin after employee's sick leave has been exhausted.
 2. The duration of such leave will be flexible but shall be no longer than the duration of such illness or disability or for a period of time equal to the remainder of the contract year in which the leave began plus one (1) additional contract year, whichever is shorter. The duration of the leave may be extended at the Board's discretion.
 3. A Doctor's certificate shall be required for an absence of three (3) or more consecutive work days.
 4. If employee is unable to return at the expiration of the long term disability leave, employment will be terminated at the discretion of the employer and all benefits will cease.
- B. 1. While on such leave, Hospitalization and Life Insurance benefits shall be continued at the expense of the employer for a maximum of sixty (60) days. Thereafter, the employee may continue such benefits at his own expense by submitting the appropriate premiums to the District.
 2. While on such leave seniority shall continue to accrue.

SECTION 2. MATERNITY LEAVE.

Employees shall be granted maternity leave in compliance with the regulations of the Family Medical Leave Act.

SECTION 3. MILITARY LEAVE.

A military leave of absence shall be granted for active duty in the armed forces of the United States as specified in the statutes of the United States and the Commonwealth of Pennsylvania.

SECTION 4. DISCRETIONARY LEAVE.

The Board may, at its discretion, grant a leave of absence without pay or benefits to employees for reasons and upon terms not enumerated herein.

SECTION 5. LEAP YEAR AND/OR EXTRA WORKDAY.

In the event that the normal work schedule exceeds two-hundred sixty (260) days, the last working day of June for the affected employees shall be granted to such employees as an additional day off without pay. However, the District may schedule such employees to work the extra day and be paid for the hours actually worked.

ARTICLE X - PAID HOLIDAYS AND VACATIONS

SECTION 1. LIMITATIONS OF BENEFITS.

Part-time employees working less than twenty-five (25) hours per week shall not receive paid holiday and vacations as listed in this article.

SECTION 2. HOLIDAYS.

A. TWELVE (12) MONTH EMPLOYEES.

All twelve (12) month employees shall receive the following paid holidays.

Independence Day	December 24
Labor Day	Christmas Day
Thanksgiving Day	Two (2) additional day during the Christmas recess
Fri. After Thanksgiving	New Year's Day
1st day of Buck Season	Good Friday
	Memorial Day

B. SCHOOL TERM EMPLOYEES

School term employees shall be eligible for the following paid holidays:

Thanksgiving Day	One (1) additional day during the Christmas recess
Fri. After Thanksgiving	New Year's Day
1st day Buck Season	Good Friday

C. ALTERNATE DAYS.

In the event school is in session on any of the above days, employees shall be granted another paid leave day of his choice under the following limitations:

1. The day shall not be taken when school is in session.
2. The day shall not be either the two (2) work days immediately following the close of the school term nor the eight (8) work days preceding the opening of the school term
3. The employee shall notify the administrative office at least one (1) week in advance of the selected day.

D. HOLIDAY PAY.

If any employee is required to work on any day recognized as a holiday when school is not in session, the employee shall be paid one and one-half (1 1/2) times his regular rate plus his regular rate.

E. ENTITLEMENT.

Full time employees, who bid into a new classification, shall be paid holiday pay during probationary/trial period if entitled. New hire/part-time employees who apply or bid for full-time position shall be paid at the completion of the probationary/trial period for holidays that fall in the time period if entitled.

F. ELIGIBILITY.

If the employee does not work his/her last scheduled shift prior to and next scheduled shift following the holiday, and , if there appears to be proper cause, the Superintendent may require the employee to justify his/her absence or present a doctor's excuse in order to receive holiday pay, except wherein the employee's absence is compensable under other provisions of this Agreement. In case of illness, the Holiday will not be charged against the employee's sick leave.

G. SATURDAYS OR SUNDAYS.

When a holiday falls on a Saturday or Sunday, another day shall be observed as a holiday. The day in question shall be selected by mutual agreement of the employer and employee. Normally, a holiday falling on a Saturday is celebrated the preceding Friday and one falling on a Sunday is celebrated the following Monday.

SECTION 3. VACATIONS.

A. TWELVE (12) MONTH EMPLOYEES. All twelve (12) month employees in the bargaining unit shall be entitled to the following vacations:

Less than 12 months 1/4 vacation day for each month of service up to a maximum of 3 days.

One (1) full year	5 days
Two (2) full years	10 days
Five (5) full years	15 days
Ten (10) full years	20 days

The vacation period for twelve (12) month employees is as follows:

July 1, 2001 to June 30, 2003

1. Employees may schedule their vacations for any time; however, no vacation shall be scheduled two (2) days following the end of the school year and two (2) weeks prior to the beginning of the school year unless the employee receives special permission from the employer.
2. Up to five (5) consecutive work days may be scheduled during the school year when school is in session provided that the employee gives a minimum of five (5) workdays notice to his/her immediate supervisor prior to taking said leave. The employee may not use his/her leave to extend holiday periods, except with special permission from the employer. Such leave shall be used on a basis of one day at a time, except with special permission of the employer.
3. No two employees in the same office shall schedule the same vacation time unless the employees receive permission from the employer.

B. SCHEDULING VACATIONS.

1. Employees shall be given preference of time during established vacation periods in order of their seniority.
2. Once vacations are scheduled and approved, the employer will make an effort to grant such vacations as scheduled except as emergencies may require a change.

C. ENTITLEMENT AND TERMINATION.

Employees shall be entitled to vacation time as scheduled above based on their past service as of July 1 each year. If an employee's employment is terminated prior to the time he has received his earned vacation period, he shall be paid for all such accumulated vacation time on a pro-rated basis for all completed months from the July 1 date to his date of termination. However, if any employee quits his position without at least one (1) week's notice or is discharged for cause, he shall forfeit such accumulated vacation pay.

D. HOLIDAY DURING VACATION.

If a recognized holiday occurs during the employee's vacation period, such holiday shall not be charged against the employee's vacation time.

E. VACATION PAY.

A working day's vacation pay shall be equivalent to the employee's regular shift payment. Daily scheduled hours not to exceed eight (8) times the employee's straight time hourly rate.

F. ACCUMULATED VACATION.

Employees may carry-over a maximum of five (5) vacation days on to the next contract year. At no time shall an employee's accumulated vacation time exceed five (5) days beyond his contractual entitlement for any given contract year.

ARTICLE XI - HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 1. WORK YEAR.

A. TWELVE (12) MONTH WORK YEAR.

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

B. SCHOOL TERM EMPLOYEES WORK YEAR.

1. The normal work year for full-time school term employees shall be seven (7) hours per day, excluding lunch, for a total of from 1,309 hours per year to 1640 hours per year. The base year shall be 180 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.

C. EXTENDED WORK YEAR.

Employees who are required to work beyond said school term employee schedule shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 1/2) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one half (3 1/2) hours on a voluntarily basis. It is understood and agreed that employees may request compensatory time off in lieu of pay.

SECTION 2. OVERTIME RATE.

Time and one-half (1 1/2) will be paid all employees for hours worked in excess of forty (40) hours per week or eight (8) hours per day. The work scheduled may be increased to provide a four (4) day work week without premium pay.

SECTION 3. BREAKS.

All full time employees shall be entitled to a one-half (1/2) hour unpaid lunch period. Employees shall be entitled to a fifteen (15) minute break for each four (4) hours of a shift.

SECTION 4. EARLY DISMISSAL.

When school is closed early and students and teachers are dismissed (i.e. emergencies or early dismissal prior to holidays), employees may make arrangements with their immediate supervisor to leave early, provided they make up the time within a two (2) week period.

SECTION 5. PROTECTION FOR FULL-TIME STATUS.

The employer agrees not to make reductions in hours which reduce positions from full-time to part-time solely for the purpose of circumventing the benefits listed in Articles VIII, X, and XIII of this Agreement.

ARTICLE XII - WAGES

SECTION 1. WAGE SCHEDULES

The agreed upon wages are incorporated in "Appendix A" which is attached hereto and made a part hereof.

ARTICLE XIII - ECONOMIC BENEFITS

SECTION 1. LIMITATIONS OF BENEFITS.

Employees working less than twenty-five (25) hours per week shall not receive insurance benefits as listed in this article.

SECTION 2. LIFE INSURANCE.

The District will purchase group term accidental death and dismemberment life insurance for all members of the bargaining unit who qualify for the coverage in the amount of Fifteen Thousand (\$ 15,000) Dollars. Life Insurance for any employee 65 years of age or older shall be subject to the carrier's limitations.

SECTION 3. BLUE CROSS AND BLUE SHIELD.

The Board shall pay the cost of the Blue Shield 100 and Blue Cross, 365-day Service plan, including Major Medical for the individual and dependents. The Board also agrees to purchase additional coverage which provides for a \$ 1,000,000.00 Major Medical limit, allergy testing and emergency room follow-up. Hospitalization for any employee 65 years of age or older shall be subject to the carrier's limitations. Upon retirement, with a minimum of ten (10) years service, unless waived by the Board, an employee may continue in the Group Health Insurance Plan until age 65. Checks for the quarterly premium shall be submitted to the school office in the month preceding the quarter for which payment is being made.

SECTION 4. DENTAL.

The District shall pay the full cost of a dental plan comparable to Delta Dental Basic Plan II for each employee, plus 50% Major Restorative and Prosthodontics.

ARTICLE XIII-A - OTHER ECONOMIC BENEFITS

SECTION 1. RETIREMENT BONUS.

Each member of the bargaining unit who has the required years of continuous service, excluding leaves of absences with the DuBois Area School District, shall receive a retirement bonus to be added to their final year's salary, provided a written notice of retirement is submitted and received by the Board prior to April First or ninety (90) days prior to retirement, which is officially accepted and recorded in the minutes of the Board. This payment shall be made on or before June 30 of the last pay of the employee. Schedule of Benefits shall be pro-rated on 1309 hours and shall be as follows:

10 yrs. continuous service	\$ 800.00
18 yrs. continuous service	\$1,440.00
25 yrs. continuous service	\$2,000.00

SECTION 2. TRAVEL REIMBURSEMENT.

Employees required in the course of their work to drive their personal automobile shall receive a mileage allowance in accordance with the rate per mile paid by the state for the length of the contract.

ARTICLE XIV - MANAGEMENT RIGHTS

SECTION 1.

It is understood and agreed that the District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the District.

SECTION 2.

Matters of inherent managerial policy are reserved exclusively to the District. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the District, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel, except as modified by the agreement.

ARTICLE XV - NO STRIKE - NO LOCKOUT

SECTION 1.

It is understood and agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act Number 195 during the life of this agreement.

SECTION 2.

The District will not engage in any lockout during the life of this agreement.

ARTICLE XVI - LEGALITY

SECTION 1.

The parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this agreement, or any part thereof, is in conflict with said statutes, governmental regulations or judicial decisions, this agreement shall be automatically adjusted to comply with said statutes, governmental regulations or judicial decisions.

ARTICLE XVII - SEPARABILITY

SECTION 1.

In the event any of the terms or provisions of this agreement shall be found invalid or declared unenforceable by reason of any federal or state directive, rule or regulation now in effect or hereinafter to become effective, or by reason of their decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

ARTICLE XVIII - HEADINGS

SECTION 1.

Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XIX - LABOR/MANAGEMENT COMMITTEE

SECTION 1. PURPOSE

A Joint Labor/Management Committee shall be established to resolve problems dealing with the implementation of this Agreement and to discuss other labor/management problems that may arise.

SECTION 2. DEFINITION AND MEETING SCHEDULE

The Joint Labor/Management Committee shall be comprised of up to three (3) representatives each from the Association and the District. The Committee shall be mutually chaired by District and Association representatives. This committee shall meet bi-monthly, or on an alternative, mutually approved schedule.

SECTION 3. CHAIRPERSONS AND AGENDA ITEMS

The co-chairpersons, or their designees, shall be responsible for developing agendas. The Committee agendas may contain issues of concern from both parties. Agenda items will be submitted in writing to the other party at least five (5) working days prior to any meeting to allow sufficient opportunity to review the matter prior to the meeting. If an item is of urgent basis, the five (5) day time period may be waived upon mutual agreement.

SECTION 4. COMMITTEE RESPONSIBILITY

The Committee shall be responsible for formulating and developing recommendations to attempt to eliminate or minimize labor/management problems.

SECTION 5. COMMITTEE RECOMMENDATIONS

If the parties come to agreement as to the resolution of a particular item, a written recommendation of the Committee shall be submitted to the leadership of the Association or the full Board of School Directors for their acceptance or rejection. It is understood and agreed to between the parties that issues raised before the Committee or recommendations of the Committee will not be binding upon either party and not subject to the grievance procedure unless the recommendation is mutually accepted by each party's leadership.

July 1, 2001 to June 30, 2003

ARTICLE XX - DURATION

SECTION 1.

Pursuant to the requirements of Act 195, this agreement shall be binding upon the parties hereto from July 1, 2001, to and including June 30, 2003, unless otherwise explicitly agreed. Either party may notify the other by certified mail on or before January 1, 2003, of its desire to modify or terminate this agreement.

SECTION 2.

Either party may commence negotiations over the terms of a successor agreement by written notification thereof. If no such notification is tendered prior to the expiration date set forth above, then all terms and conditions contained herein shall be renewed and maintained in full force and effect for a period of one (1) year and thereafter on a year-to-year basis until such time as the parties negotiate a successor agreement.

SECTION 3.

In witness whereof, the parties hereto, through their duly authorized officers and representatives and intending to be legally bound hereby, have hereunder affixed their hand and seals this _____ day of _____.

DUBOIS AREA SCHOOL BOARD BY _____

DUBOIS EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION
ESPA/PSEA/NEA BY _____

WITNESSED BY _____

APPENDIX A - WAGES

SECTION 1. STARTING WAGE.

The following starting rates are for the duration of the contract:

Secretaries	\$7.00
Hall Monitors and Teacher Aides	\$5.70
Cafeteria Aides	\$5.70
Health Aides	\$8.75
Child Specific and Bus Aides	\$5.70

SECTION 2. WAGES INCREASES PER HOUR

	<u>2001-2002</u>	<u>2002-2003</u>
Secretaries	\$0.30	\$0.30
Part-time & Full-time aides	\$0.30	\$0.30
Health aides	\$0.30	\$0.30

APPENDIX B - CATEGORIES OF PERSONNEL

SECTION 1: SECRETARIES

A. Full-Time

School Term work..... 1,316 hours to 1640 hours per year
12 month work 2,080 hours per year

B. Part-time

Minimum hours of 360 hours per year

SECTION 2: HALL MONITORS AND TEACHER AIDES

A. Full-time

School term work 1,309 hours per year

B. Part-time

Minimum hours of 360 hours per year

SECTION 3: CAFETERIA AIDES

A. Part-time

Minimum hours of 360 hours per year

SECTION 4: HEALTH AIDES

A. Full-time

School term work 1,309 hours per year

B. Part-time

Minimum hours of 360 hours per year

SECTION 5: CHILD SPECIFIC AND BUS AIDES

A. Full-time

School term work 1,309 hours per year

B. Part-time

Minimum hours of 360 hours per year

SECRETARIAL HOURS

BEGINNING 2001-2002 SCHOOL YEAR

C G JOHNSON		1340 HOURS 1340 HOURS
HIGHLAND		1353 HOURS
JUNIATA		1340 HOURS 1340 HOURS
LUTHERSBURG		1343 HOURS
OKLAHOMA		1340 HOURS 1340 HOURS
PENFIELD		1343 HOURS
SYKESVILLE		1343 HOURS
WASSON		1340 HOURS 1340 HOURS
PUPIL PERSONNEL		1421 HOURS
CAFETERIA		1386 HOURS
SPECIAL EDUCATION		2080 HOURS 2080 HOURS 1351 HOURS 1351 HOURS
MAINTENCE-DIST OFF		1440 HOURS
MIDDLE SCHOOL	BUDGET MAIN ATTEND MAIN LIBRARY HEALTH GUIDANCE	1505 HOURS 1620 HOURS 1323 HOURS 1323 HOURS 1316 HOURS 1316 HOURS 658 HOURS
SENIOR HIGH	BUDGET MAIN	2080 HOURS 2080 HOURS

July 1, 2001 to June 30, 2003

ATTEND	1640 HOURS
GUIDANCE	1400 HOURS
ASSIST PRIN	1421 HOURS
ASSIST PRIN	1421 HOURS
MAIN	1330 HOURS
ATTEND	1316 HOURS
HEALTH	1316 HOURS
MAIN	1316 HOURS
DRIVER ED	658 HOURS
ATHLETIC	814 HOURS

July 1, 2001 to June 30, 2003

Joint #2

AUG 30 2005

Date: August 29, 2005**Building:** District wide**Grievant:** Sandy Kiehlmeier on behalf of the DuBois Area Educational Support Professionals Association**Nature of Grievance:**

The District failed to follow the Collective Bargaining Agreement by unilaterally eliminating current bargaining unit positions and creating new positions. (The parties are mutually abiding by the expired CBA while they continue to negotiate for a successor CBA.)

Provisions Violated:

Agreement

Article I

Article II

Article IV, Section 1

Article IV, Section 2

Article V

Article XI, Section 1

Article XV, Section 2

Article XX

Appendix B

Secretarial Hours

Relief Sought:

The Relief Sough shall include but not be limited to the following:

1. The District will abide by the Collective Bargaining Agreement.
2. The District will restore the original hours and conditions of employment to all effected employees.
3. The District will reimburse all effected employees for all costs endured plus interest as a result of the unilateral change in terms and conditions of employment.
4. Any other relief that an arbitrator deems appropriate.

ARBITRATION EXHIBIT J-2*Joint #2*

**GRIEVANCE RESPONSE
FAILURE TO FOLLOW COLLECTIVE BARGAINING AGREEMENT**

The grievance filed by Sandy Kiehlmeier on behalf of the DuBois Area Educational Support Professionals Association is denied for the following reasons:

A review of the facts and circumstances in this case indicate there has been no contractual violation. Article IX entitled "Hours and other Conditions of Employment" under Section 1, Work Year, Subsection B provides as follows:

1. The normal work year for full-time school term employees shall be seven (7) hours per day, excluding lunch, for a total of 1,309 hours per year to 1,640 hours per year. The base year shall be 180 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.

Based on the foregoing, the board is within its rights pursuant to the express terms of the collective bargaining agreement to increase the hours of school term employees' work year as operationally needed.

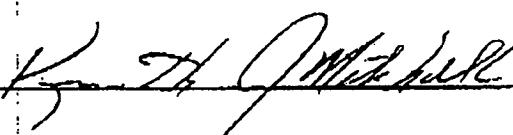
As to the claim in the grievance that the district is unilaterally eliminating current bargaining unit positions and creating new positions, it is the position of the district that this claim is completely without merit. No position has been eliminated. Employees currently employed will continue to remain in their same position. To that end, there has been no contractual violation nor has there been any violation of status quo.

GRIEVANCE
FAILURE TO FOLLOW COLLECTIVE BARGAINING AGREEMENT

School Board Reply:

Denied - See Attached

Board President's Signature

A handwritten signature in black ink, appearing to read "K. D. Mitchell".

Date 9-14-05

SEP 28 2005

Date: September 27, 2005
Building: District wide
Grievant: Sandy Kiehlmeier on behalf of the DuBois Area Educational Support Professionals Association

Nature of Grievance:

The District failed to follow the Collective Bargaining Agreement by unilaterally creating a new bargaining unit position without bargaining with the Association. (The parties are mutually abiding by the expired CBA while they continue to negotiate for a successor CBA.)

Provisions Violated:

Agreement
Article I
Article II
Article IV, Section 1
Article IV, Section 2
Article V
Article XI
Article XII
Article XX
Appendix B

Bus Aides

Relief Sought:

The Relief Sough shall include but not be limited to the following:

1. The District will abide by the Collective Bargaining Agreement.
2. The District will restore the original hours and conditions of employment to all effected employees.
3. The District will reimburse all effected employees for all costs endured plus interest as a result of the unilateral change in terms and conditions of employment.
4. Any other relief that an arbitrator deems appropriate.

ARBITRATION EXHIBIT J-3

Joint #3

**GRIEVANCE RESPONSE
FAILURE TO FOLLOW COLLECTIVE BARGAINING AGREEMENT
(Bus Aides)**

The grievance filed by Sandy Kiehlmeier on behalf of the DuBois Area Educational Support Professionals Association is denied for the following reasons:

A review of the facts and circumstances in this case indicate there has been no contractual violation. The District has not created a new bargaining unit position as alleged. To the contrary, the District, based on the programmatic needs of special needs students, extended the work hours of certain bus aides to coincide with the time frame needed for them to work with special needs students.

A review of the collective bargaining agreement on page 26 provides that the work year for full-time school term employees shall be a total of 1300 to 1640 hours. As such, increasing the hours slightly to address the educational and program needs of special needs students does not violate the contract nor does it rise to a level of creating a new bargaining unit position as alleged. The action of the District in this case is within its managerial prerogative as well as the express provisions of the collective bargaining agreement.

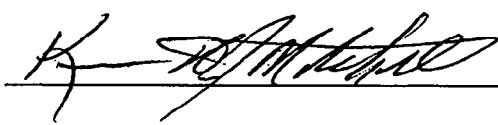
Based on the foregoing, the grievance is denied.

GRIEVANCE RESPONSE
FAILURE TO FOLLOW COLLECTIVE BARGAINING AGREEMENT

School Board Reply:

Denied (See Attached)

Board President's Signature



Date 10-12-05

J#4

AGREEMENT

BETWEEN

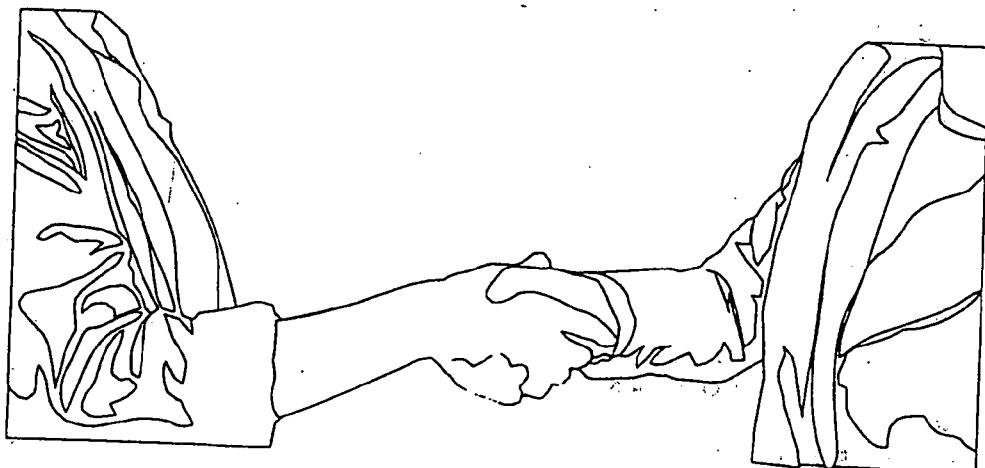
**DUBOIS EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
ESPA-PSEA-NEA**

and

DUBOIS AREA SCHOOL BOARD

4 Year Agreement:

July 1, 1997 to June 30, 2001



ARBITRATION EXHIBIT J-4

Joint #4

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July 1, 1997 to June 30, 2001

AGREEMENT

This Agreement entered into this 12th day of May 1999, by and between the Board of Education of the DuBois Area School District, Pennsylvania, hereinafter referred to as "District," and the DuBois Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter referred to as the "Association".

WITNESSETH

Whereas, the District and the Association have bargained in good faith under the provisions of the Pennsylvania Public Employees Law, the Act of July 23, 1970, No. 195, hereinafter called the "Act", with respect to wages, hours, terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they wish to confirm in the Agreement;

It is hereby agreed as follows:

ARTICLE I - RECOGNITION

SECTION 1: RECOGNITION.

The DuBois Educational Support Personnel Association, ESPA/PSEA/NEA, hereinafter referred to as the "Association", is hereby recognized by the District, hereinafter referred to as the "District", as the exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, for those employees in the collective bargaining unit as determined by the Pennsylvania Labor Relations Board in accordance with certification number PERA-R-7534-W; PERA-U-96-510-W; PERA-U-92-563-W.

SECTION 2: UNIT DEFINED.

The unit is composed of all full-time secretaries, regular part-time secretaries, secretary aides and teacher aides and hall monitors, cafeteria aides, health aides, child specific and bus aides, and excluding management-level employees, supervisors, first-level supervisors, confidential employees, professional employees and guards as defined in the act.

SECTION 3: LONG TERM SUBSTITUTES.

- A. A substitute employee working on a daily basis in place of a regular bargaining unit member who is on a leave of absence or extended sick leave shall be eligible for bargaining unit status and receive contractual benefits as follows:
 1. After sixty (60) days of employment in the same position said employee shall be considered a member of the bargaining unit for salary and benefit purposes and begin a probationary period.
 2. Upon the sixty-first (61) day said employee shall receive the appropriate contractual salary as stated in this agreement.
 3. (a) Upon completion of one-semester (90 work days) of which thirty (30) are school days, said employee shall also receive all appropriate fringe benefits provided by the contract except for requesting unpaid leaves of absence. Benefits shall be pro-rated on the number of days of the employee worked in continuous service, based on the yearly work schedule for the appropriate classification.
(b) Payment for hospitalization shall commence upon completion of the sixty (60) day probationary period (if completed before the 15th of the month payment will be made) and coverage will commence the 1st of the following month.
 4. Upon the return of the regular employee, the long term substitute shall be terminated. However, if the employee is hired as a permanent employee, the time worked as a long-term substitute shall be counted in computing seniority and shall be included in computing vacation time eligibility.
 5. Long-term substitutes, if having completed the probationary period, are employed permanently shall not be required to complete another probationary period if employed in the same classification within a three (3) year period.
 6. The long-term substitute shall have no bidding or bumping rights. However, he/she shall be automatically considered a candidate for any vacancy in the classification in which substituting. If an employee is not so selected, upon request, he should be given a written explanation stating the reasons.

July 1, 1997 to June 30, 2001

7. (a) The termination of a long-term substitute upon the return of the regular employee shall not be subject to the grievance procedure.
- (b) Upon termination the long-term substitute shall forfeit any unused accumulated sick leave.

ARTICLE II - MODIFICATION OF AGREEMENT

SECTION 1:

The parties agree that the contract is binding for the stated duration and that items agreed upon herein may not be reopened during the period of the contract, unless by mutual agreement of the parties. Should, by mutual agreement, one (1) or more articles be reopened for reconsideration, negotiations shall be limited only to that of those articles.

SECTION 2:

Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, be executed by both parties when necessary.

ARTICLE III - GRIEVANCE AND COMPLAINT PROCEDURES

PART A. GRIEVANCES

SECTION 1. DEFINITIONS.

A "grievance" is a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement. A grievance may be filed by the following: An individual, the Association or the District.

SECTION 2. PURPOSE.

The purpose of this grievance procedure is to provide a method for quick and final determination of every question of interpretation and application of the provisions of this agreement, thus preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions.

SECTION 3. PROCEDURE.

A. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

July 1, 1997 to June 30, 2001

2. An aggrieved employee shall institute action under the provisions hereof within twenty-one (21) calendar days of the occurrence of the alleged grievance. If the grievance is not processed within the time limits at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition.
 3. Calendar days shall be defined herein as any days except official school district holidays.
- B. SUBMISSION OF GRIEVANCES. All formal grievances for Secretary/Aides, except the pool aide, Laundry aide and Senior High School Personnel, shall be submitted at Level I to the Building Principal in charge. Pool and Laundry aides shall submit grievances to the Principal through the Pool Director and Senior High Personnel to the Principal through the Office Manager.
- C. LEVELS.
1. LEVEL ONE.
Except as set forth in Article IV, Section 1.B. (regarding discharge, demotion and suspension), where a grievance is involved, the employee shall promptly, but in no case longer than twenty-one (21) calendar days after he knew of the incident, submit the same to the principal or immediate supervisor. The principal or immediate supervisor shall advise the employee of his disposition in writing within seven (7) calendar days after the conference or meeting.
 2. LEVEL TWO.
If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he may file the grievance in writing with the superintendent or his designee within seven (7) calendar days after the decision at LEVEL One or fourteen (14) calendar days after the grievance was presented, whichever is sooner.
 3. LEVEL THREE.
If the aggrieved or Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting, or six (6) work days from date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance.
 4. LEVEL FOUR.
If the grievant is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered, the Association may, within seven (7) calendar days, of the time a decision was or should have been rendered, request in writing that the grievance be submitted to arbitration. Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon one or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation by either party. The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement. The decision of award of the arbitrator shall be final binding.

D. COSTS.

The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

E. GRIEVANCE WITHDRAWAL.

A grievance may be withdrawn by the Association or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievance.

F. ADJUSTMENTS.

Any individual employee or a group of employees shall have the right at any time to present grievances to the District and to have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement and provided further, that the Association has been given an opportunity to be present at such adjustment.

G. NOTIFICATION.

The District may notify an aggrieved employee, with copy to Association, of its decision sent to the employee's last known address and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.

H. HEARINGS.

If the District schedules a grievance hearing during regular working hours, an Association representative shall be permitted to take the necessary time off to attend said hearing without loss of pay or compensation.

I. REPRESENTATION.

An aggrieved may be represented at all stages of the grievance procedure by himself or, at his option, by any other person, including a representative selected or approved by the Association.

PART B. COMPLAINTS

SECTION 1. DEFINITION.

A "complaint" is any matter of dissatisfaction of an employee with any aspect of his/her employment which does not involve any grievance as above defined. It may be processed through the application of the first three (3) levels of the grievance procedure. A complaint may be filed by an individual, the Association, or the District.

SECTION 2. PURPOSE.

The purpose of the complaint procedure is to provide a method for prompt and full discussion and consideration of matters of personal irritation and concern of an employee with some aspect of employment.

SECTION 3. PROCEDURE.

A. TIME LIMITS

1. Since it is important that complaints be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. An employee having a complaint shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the alleged complaint. If the complaint is not processed within the time limits at any step of the complaint procedure, it shall be considered to have been resolved by previous disposition.
3. Calendar days shall be defined herein as any days except official school district holidays.

B. SUBMISSION OF COMPLAINTS.

All formal complaints for Secretary/Aides, except for the pool aide, laundry aide and Senior High School Personnel, shall be submitted at Level I to the Building Principal in charge. Pool and laundry aides shall submit complaints to the Principal through the Pool Director and Senior High Personnel to the Principal through the Office Manager.

C. LEVELS.

1. LEVEL ONE. When a complaint is involved, an employee shall, with or without Association representation, within seven (7) calendar days after he knew of the incident, discuss it with his principal or immediate supervisor with the objective of resolving the matter informally. The principal or immediate supervisor shall advise the employee of his disposition in writing within seven (7) calendar days after the conference or meeting.
 2. LEVEL TWO. If the complainant is not satisfied with the disposition of his complaint at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the complaint, he may file the complaint in writing with the superintendent or his designee within seven (7) calendar days after the decision at Level One or fourteen (14) days after the complaint was presented, which ever is sooner.
 3. LEVEL THREE. If the complainant or Association is not satisfied with the disposition of the complaint by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting, or six (6) work days from date of filing, whichever shall be later, the complaint shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board shall make a decision on the written complaint no later than its next regular meeting or two (2) calendar weeks from the date of receiving the written complaint. The decision of the Board shall be final in all complaints and not subject to the grievance procedure.
- D. REPRESENTATION. A complainant may be represented at all stages of the complaint procedure by himself or, at his option, by a representative selected or approved by the Association.

ARTICLE IV - EMPLOYEE RIGHTS

SECTION 1. JUST CAUSE.

- A. The District has the right to discharge, transfer, discipline, lay-off, reprimand, reduce in rank or compensation, deprive of any advantage, suspend, or demote any employee for just cause.
- B. The District agrees that it will notify the employee and the Association in writing within one (1) day after any demotion, suspension or discharge of any employee and the reasons therefor. If there is any question or dispute regarding any suspension, discharge or demotion; the grieving employee must file a written grievance on the form provided by the District regarding same within seven (7) calendar days from the date of such suspension, discharge or demotion, and a certified copy of such grievance must be submitted to the District. This grievance shall then be handled in accordance with the grievance procedure set forth in this agreement starting with Level Three (3).
- C. This section shall not apply to any employee who has not successfully completed the prescribed probationary period.

SECTION 2. SAVING CLAUSE.

Nothing contained herein shall be construed to deny or restrict to any employee any rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act 195. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION 3. REQUIRED HEARINGS.

Whenever any employee is required to appear before the Superintendent, Board or Committee thereof concerning a disciplinary action that could lead to suspension or discharge, he/she shall be given prior notice of the reasons for such meetings. He shall further be entitled to have a representative present to advise and/or represent him/her.

SECTION 4. SENIORITY & SERVICE

A. SENIORITY

Employees have district-wide seniority for lay-off or bumping purposes. Seniority shall be defined as the length of an employee's continuous service with the District computed from the initial date of reporting to work.

Employees have bargaining unit seniority for bidding purposes. Seniority shall be defined as the length of an employee's continuous service within the unit computed from the initial date of work in the unit.

1. There shall be five (5) classifications of employees: secretaries, health-aides, hall monitors and teacher-aides, cafeteria aides, and child specific and bus aides.
2. Employees who move between classifications will take their district and bargaining unit seniority with them into the new classification.

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3. Casual intermittent, day-to-day substitute work (under 60 days) shall not count towards seniority unless such time meets the requirements of Article I, Section 3, "Long Term Substitutes", of the current Agreement or unless there is no break in such service from the last day of casual substitute time until the first day of permanent hire.
- B. BROKEN SERVICE:**
- An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted and his rights to seniority shall cease upon the following:
- (a) Voluntary termination of employment.
 - (b) Discharge for just cause
 - (c) Retirement
 - (d) Layoffs in excess of twenty-four (24) months or the duration of the Agreement, which ever is longer.
 - (e) If recalled after layoff, upon failure to return to work within a period of five (5) work days after the employee has received notification by certified mail to so return; provided, however, if the employee notifies the District within said five (5) work day period that he is not immediately available for work, he may be retained on such list for a period of fourteen (14) days.
1. **Rehired Employees.**
If an employee whose continuous service has been broken by any of the above causes is again hired, he shall begin as a new employee of the District.
 2. **Sickness and Approved Leaves.**
Absence because of sickness or other approved leave of absence shall not constitute an interruption of continuous service.
 3. **Seniority Lists.**
 - A. The names of all new employees shall be furnished to the Association upon request.
 - B. A copy of the seniority list showing the classification and date of hire and seniority ranking of each employee covered by this agreement is attached as Appendix C and an updated copy shall be furnished to the association upon request.
 - C. **Probationary Period.** New employees shall be regarded as probationary employees for the first thirty (30) work days of their employment with the exception of employees who initially report for work during the summer months when school is not in session. The probationary period for these employees shall be extended to thirty (30) school days into the following term. Upon completion of the probationary period, the seniority of such employees, if retained, shall be effective as of the date of commencing work in a position covered under this agreement and all his rights and benefits as appropriate under this Agreement shall accrue from the beginning of his employment, except holiday pay.

C. SENIORITY FOR FORMER I. U. #6 AIDES

Former I. U. #6 Aides who are hired by the District shall have two (2)separate seniority dates:

1. "I.U.6 Seniority Date" - is to be used in the event of the furlough of aide(s) within the special ed program and to be used when bidding on a vacancy within the special ed programs; and
2. "District Date of Hire" - is to be used to bid on vacant or new positions within the bargaining unit (other than special ed program positions).

SECTION 5. NO DISCRIMINATION.

- A. Both the District and the Association agree not to discriminate against any employee on the basis of race, creed, color, national origin, age or sex, political affiliation or the proper exercise by any employee of his rights guaranteed by the Public Employee Relations Act Number 195.
- B. Unless otherwise provided herein, the masculine pronoun shall import the feminine, the singular number shall import the plural and vice versa, as applicable.

SECTION 6. MEDICATION.

- A. No unlicensed or non-certified bargaining unit member shall be required to provide any health service which, by law, regulation or policy must be performed by a certified or licensed professional. Included is the dispensing of medication or the treatment or diagnosis of any illness, disability or injury, or the rendering of emergency first aid, unless the bargaining unit member is appropriately certified by the American Red Cross.
- B. Any bargaining unit member may volunteer to dispense medication or supervise self-administration of medication. Prior to performing such volunteer health services, the employer shall obtain a written parental authorization. The employer agrees to hold harmless the bargaining unit member while engaged in such volunteer health services.

ARTICLE V - JOB SECURITY / JOB PROGRESSION

SECTION 1. PROMOTIONS AND VACANCIES.

- A. **POSTING OF VACANCIES.** When a vacancy occurs in the bargaining unit, the District will post notice of such vacancy for a period of five (5) work days. The notice shall state which job(s) are open, how many openings exist, procedure for filing, and designation of time limit for filing the bid. Employees who wish to apply for the vacancy shall, in writing, file their bid within the prescribed time limit.

Child specific aides and bus aides may bid on vacancies only at the end of the school year or if their services are no longer required by the child for whom they were the aide.

- B. **FILLING VACANCIES.** Employees who wish to apply for a vacancy shall in writing, file their bid within the prescribed time limit. Vacancies shall be filled by the promotion of employees already employed by the District who possess the established skills and qualifications for the position. Positions will be awarded in the following manner to the senior qualified employee provided he possesses the established skills and qualifications:

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- FIRST - The Senior qualified bidder from within the posted classification, including persons of layoff.
- SECOND - Senior qualified bidder from other classification within bargaining unit including person on layoff
- THIRD - The senior qualified applicant from other bargaining units within the District, including persons on layoff, provided they have necessary skills and qualifications.
- FOURTH - Applicant from outside the bargaining unit.
- C. UNQUALIFIED APPLICANTS. Nothing in this section shall be construed to mean that the District is obligated to assign a job to any bidder who is not qualified or fill any vacant position.
- D. TRIAL PERIOD. A successful applicant must prove his ability to perform the functions, duties, and responsibilities of the job to the satisfaction of the District. The District may return an employee to his former position any time during the twenty (20) day trial period. Employees who fail to qualify within the prescribed twenty (20) day period shall be permitted to return to their former classification without loss of their seniority. If the employee requests to be returned to his former job within the twenty (20) day period, he shall be permitted to return without loss of seniority, provided he makes such request in writing and states the reasons for the return.
- E. LIMITATIONS ON BIDDING. Any employee who successfully bids a position pursuant to this article shall not be permitted to bid further on any other position in the same classification for a period of nine (9) months from the date the employee was awarded the position. In special situations, this time period may be waived by mutual agreement of the employer and the Association.
- F. The District shall only be required to give a maximum of two (2) employees a trial period. If neither employee qualifies, the District shall not be bound by the provisions of this article and may fill the vacancy from outside the bargaining unit.

SECTION 2. VOLUNTARY TRANSFERS.

Employees requesting a transfer shall make said request in writing to their immediate supervisor. Such requests shall set forth the reasons for the transfer, the position sought, and the applicants qualifications. The District shall act upon such request within a reasonable period of time. The Association shall be notified five (5) work days prior to the move being made official to allow them to state their position concerning the transfer. This provision is not intended to be used to circumvent the bidding procedures of this agreement. The decision to acknowledge such transfer requests shall be solely at the discretion of the District.

SECTION 3. INVOLUNTARY TRANSFERS.

Involuntary lateral transfers for just cause shall not be made without discussing it with the employee. Upon request, the employer will state in writing the reasons necessitating such transfer.

SECTION 4. LAYOFF.

- A. **REDUCTIONS.** Should it be necessary to reduce the working force within the limits of this provision, layoff shall be by classification and employees who have not completed their probationary period shall be laid off first within that classification. Should further reduction be necessary, non-probationary employees shall be furloughed on the basis of inverse seniority within each classification.

This provision does not apply to child specific aides and/or bus aides. It is specifically understood that the nature of this position will result in lay-off when the child no longer is in need of the service or is absent from school for prolonged periods of time. When the district anticipates that a child will return to school after a prolonged absence, it shall make a reasonable effort to keep the specific aide employed for the period of such absence.

If that is not possible, the aide shall be laid off during the period that the district cannot furnish appropriate work until the return of the child. After twenty (20) working days of lay-off, the district may choose to no longer continue the benefits available to members of the bargaining unit. The aide so laid off may continue coverage on all of such benefits by reimbursing the district the cost of the benefits.

- B. **BUMPING RIGHTS WITHIN CLASSIFICATION.** In all cases of layoff, except child specific aides or bus aides, an employee has the right to apply for and shall be eligible, in accordance with the seniority provisions, for any job within that classification that is occupied by an employee with less seniority as long as the employee has the qualifications, skills, and ability to do the remaining job. This procedure shall be known and referred to as bumping. Part time employees shall be eligible to bump only other part time employees of equal or lesser hours, within the classification.

SECTION 5. RECALL.

- A. In the event an employee's position is abolished and said employee is not eligible to bump in accordance with the aforementioned procedure, the affected employee shall be retained on a district recall list for a period of twenty-four (24) months or the duration of the agreement, whichever is longer.
- B. Employees shall be recalled in the reverse order of layoff within classification, provided they have the qualifications, skills, and ability to perform the open position before being recalled. Either the employer or employee may make the determination as to the qualifications, skills, and abilities of the employee. Any denial of qualifications, skills, and abilities by either party shall be made in writing listing the specific reasons for denial.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

SECTION 1. INFORMATION.

Both parties shall furnish each other, upon reasonable request, readily available information pertinent to the issue(s) under consideration.

SECTION 2. USE OF SCHOOL BUILDINGS.

The Association and its representatives may have the right to use school buildings. The normal application procedure for use of school buildings will be followed.

SECTION 3. RELEASED TIME FOR MEETINGS.

Whenever any employee is scheduled by the District to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.

SECTION 4. DUES DEDUCTION.

The District agrees to deduct from the wages of association members dues in the amount certified to the District in writing. The District agrees to transmit the dues monthly to the DuBois Educational Support Personnel Association. The Association will hold harmless the employer against any and all claims which may be made by any person by reason of the deduction of Association membership dues, which shall include the cost of defending against any such claim. The Association will have no monetary claim against the District by reason of failure to perform under this section.

SECTION 5. EXCLUSIVE RIGHTS.

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the association as the exclusive representative of the employees, and to no other organization purporting to represent bargaining unit members.

SECTION 6. ASSOCIATION SECURITY.

- A. MAINTENANCE OF MEMBERSHIP. All employees who are members of the Association on the effective date of this agreement or who, thereafter, during its term become members of the Association, shall maintain their membership in the association for the term of the agreement in accordance with Article III, Section 301 (18) of Act 195 which states that the employee shall have the right to resign within a period of fifteen (15) days prior to the expiration date of the agreement and, furthermore, that failure to comply with this provision shall constitute proper grounds for dismissal.

ARTICLE VII - ELIGIBILITY FOR BENEFITS

SECTION 1. FULL-TIME EMPLOYEES.

All employees regularly scheduled to work twenty-five (25) or more hours per week shall receive appropriate salaries/benefits for classification.

SECTION 2. VOLUNTARY TRANSFERS.

Where an employee voluntarily requests re-assignment to another classification, the salary and fringe benefits shall be adjusted to that appropriate for the new classification, as soon as feasible after assumption of new position by the employee.

SECTION 3. RETENTION OF BENEFITS.

Any employee who must bump into a position of less than twenty-five (25) hours per week in order to retain a job due to school closing or reduction in force shall not lose any contractual entitlements provided said employee exercises his bidding rights to apply for the next full-time twenty-five (25) hours/week or more position that opens in their classification.

SECTION 4. EXCLUSIONS OF BENEFITS.

Exclusion of benefits and exceptions for employees working less than twenty-five (25) hours per week shall be noted in Section 1 of each affected article.

ARTICLE VIII - PAID LEAVES OF ABSENCE

SECTION 1. LIMITATIONS OF BENEFITS.

Employees working less than twenty-five (25) hours per week shall receive only three (3) sick days per year and shall receive only three (3) bereavement leave days for death in the immediate family and one (1) bereavement leave day for death of a near relative in accordance with the provisions of Section 3. In addition, part-time employees shall receive one (1) Personal Day specified in Section 8.

SECTION 2. SICK LEAVE.

- A. **NUMBER OF DAYS.** The Board grants ten (10) days' sick leave per year to be cumulative without limit, all of which may be used in the course of one (1) year. Sick leave shall not be paid to employees absent due to illness or injury sustained in remunerative employment other than their employment with the School District; this includes self-employment. After three (3) consecutive sick days, employees may be required to furnish a physician's excuse.
- B. **PRO-RATION.** Sick leave shall be pro-rated if the employee is in a noncompensable status in excess of thirty (30) days during the school year for reasons other than personal illness, disability or retirement. The exceptions shall not be applicable to employees during their initial year of employment.
- C. **WRITTEN ACCOUNTING.** Employees shall be given a written accounting of accumulated sick days no later than the date of the first payroll of each work year.
- D. **SEVERANCE PAY.**
 1. Employees in the bargaining unit with a minimum of three (3) years of service in the District who have voluntarily terminated their employment with the District for any reason shall be paid five dollars (\$5.00) for each day of unused sick leave days.
 2. Employees in the bargaining unit with a minimum of ten (10) years service in the District who have voluntarily terminated their employment with the District for any reason shall be paid ten dollars (\$10.00) for each day of unused sick leave days, up to a maximum of one hundred (100) for full-time or thirty (30) for part-time. An employee having more than this amount of unused sick leave shall be paid five dollars (\$5.00) each for all sick days in excess of one-hundred (100) for full-time or thirty (30) for part-time.
 3. Written notice must be submitted and received by the Board sixty (60) days prior to termination of employment, unless waived by the Board.

SECTION 3. BEREAVEMENT LEAVE.

- A. **PARENT, SPOUSE, CHILD, OR GRANDCHILD.** Employees will be granted up to five (5) days, including the day of the funeral, at any one time in the event of death of an employee's spouse, child, grandchild or parent. Said days shall be taken in a seven (7) calendar day period.
- B. **REMAINING IMMEDIATE FAMILY.** Employees will be granted up to three (3) days, including the date of the funeral, at any one time in the event of death of an employee's brother, sister, parent-in-law, member of immediate household, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
- C. **NEAR RELATIVE.** Employees will be granted the day of the funeral in the event of death of an employee's first cousin, aunt, uncle, niece or nephew.

SECTION 4. JURY DUTY LEAVE.

- A. Any employee who has been called for Jury Duty or subpoenaed to appear at a quasi-judicial or other legal proceeding involving the District, shall be compensated by the employer the amount of money necessary to equal the difference between the employee's regular daily pay basis and the compensation such employee received for such appearance, less traveling expenses, during such time. An employee excused for such service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a Jury Duty Notice, Summons or Subpoena and the amount of pay received for such service.
- B. When an employee receives such notice or a subpoena, he shall notify the Superintendent's office immediately.

SECTION 5. ASSOCIATION LEAVE.

The Board shall grant up to two (2) days' leave per year to authorized representatives of the Association to attend conferences or seminars during the year. The first day shall be paid and the second, unpaid. Requests for such leave must be submitted to the Superintendent via the building Principals at least two (2) weeks prior to leave, whenever possible.

SECTION 6. TEMPORARY MILITARY LEAVE.

Employees shall be granted time necessary for service on temporary active duty of any unit of the United States Reserves or the Pennsylvania National Guard as specified in the statutes of the United States and the Commonwealth of Pennsylvania.

SECTION 7. DISCRETIONARY LEAVE.

The Board may, at its discretion, grant a leave of absence with pay and benefits to employees for reasons and upon terms not enumerated herein.

SECTION 8. PERSONAL DAY.

All full-time employees will be granted three (3) personal days per school year. The employee shall give twenty-four (24) hour notice to his/her immediate supervisor, except in case of emergency. The personal days cannot be taken in conjunction with sick leave. Payment for the personal day for part-time employee's shall be based on the actual number of hours scheduled for the day taken off. Any unused personal leave days of full-time employees shall be converted to sick leave days each year of this agreement.

ARTICLE IX - UNPAID LEAVES OF ABSENCE

SECTION 1. EXTENDED ILLNESS OR DISABILITY.

- A. After completing one (1) year of service an employee shall be granted, upon request, a leave of absence without pay for the purpose of a prolonged illness or disability. For employees with less than one (1) years service, such leave shall be at the discretion of the employer. Said leave shall be subject to the following conditions.
 - 1. Such leave shall begin after employee's sick leave has been exhausted.
 - 2. The duration of such leave will be flexible but shall be no longer than the duration of such illness or disability or for a period of time equal to the remainder of the contract year in which the leave began plus one (1) additional contract year, whichever is shorter. The duration of the leave may be extended at the Board's discretion.
 - 3. A Doctor's certificate shall be required for an absence of three (3) or more consecutive work days.
 - 4. If employee is unable to return at the expiration of the long term disability leave, employment will be terminated at the discretion of the employer and all benefits will cease.
- B. 1. While on such leave, Hospitalization and Life Insurance benefits shall be continued at the expense of the employer for a maximum of sixty (60) days. Thereafter, the employee may continue such benefits at his own expense by submitting the appropriate premiums to the District.
 - 2. While on such leave seniority shall continue to accrue.

SECTION 2. MATERNITY LEAVE.

Employees shall be granted maternity leave in compliance with the regulations of the Family Medical Leave Act.

SECTION 3. MILITARY LEAVE.

A military leave of absence shall be granted for active duty in the armed forces of the United States as specified in the statutes of the United States and the Commonwealth of Pennsylvania.

SECTION 4. DISCRETIONARY LEAVE.

The Board may, at its discretion, grant a leave of absence without pay or benefits to employees for reasons and upon terms not enumerated herein.

SECTION 5. LEAP YEAR AND/OR EXTRA WORKDAY.

In the event that the normal work schedule exceeds two-hundred sixty (260) days, the last working day of June for the affected employees shall be granted to such employees as an additional day off without pay. However, the District may schedule such employees to work the extra day and be paid for the hours actually worked.

ARTICLE X - PAID HOLIDAYS AND VACATIONS

SECTION 1. LIMITATIONS OF BENEFITS.

Part-time employees working less than twenty-five (25) hours per week shall not receive paid holiday and vacations as listed in this article.

SECTION 2. HOLIDAYS.

A. TWELVE (12) MONTH EMPLOYEES.

All twelve (12) month employees shall receive the following paid holidays.

Independence Day	December 24
Labor Day	Christmas Day
Thanksgiving Day	One (1) additional day during the Christmas recess
Fri. After Thanksgiving	New Year's Day
1st day of Buck Season	Good Friday
1st day of Doe Season	Memorial Day

B. NINE (9) AND TEN (10) MONTHLY EMPLOYEES.

All nine (9) and ten (10) month employees shall be eligible for the following paid holidays:

Thanksgiving Day	One (1) additional day during the Christmas recess
Fri. After Thanksgiving	New Year's Day
1st day Buck Season	Good Friday

C. ALTERNATE DAYS.

In the event school is in session on any of the above days, employees shall be granted another paid leave day of his choice under the following limitations:

1. The day shall not be taken when school is in session.
2. The day shall not be either the two (2) work days immediately following the close of the school term nor the eight (8) work days preceding the opening of the school term
3. The employee shall notify the administrative office at least one (1) week in advance of the selected day.

D. HOLIDAY PAY.

If any employee is required to work on any day recognized as a holiday when school is not in session, the employee shall be paid one and one-half (1 1/2) times his regular rate plus his regular rate.

E. ELIGIBILITY.

If the employee does not work his/her last scheduled shift prior to and next scheduled shift following the holiday, and, if there appears to be proper cause, the Superintendent may require the employee to justify his/her absence or present a doctor's excuse in order to receive holiday pay, except wherein the employee's absence is compensable under other provisions of this Agreement. In case of illness, the Holiday will not be charged against the employee's sick leave.

F. SATURDAYS OR SUNDAYS.

When a holiday falls on a Saturday or Sunday, another day shall be observed as a holiday. The day in question shall be selected by mutual agreement of the employer and employee. Normally, a holiday falling on a Saturday is celebrated the preceding Friday and one falling on a Sunday is celebrated the following Monday.

SECTION 3. VACATIONS.

A. TWELVE (12) MONTH EMPLOYEES. All twelve (12) month employees in the bargaining unit shall be entitled to the following vacations:

Less than 12 months 1/4 vacation day for each month of service up to a maximum of 3 days.

One (1) full year	5 days
Two (2) full years	10 days
Five (5) full years	15 days
Ten (10) full years	20 days

B. SCHEDULING VACATIONS.

1. Employees shall be given preference of time during established vacation periods in order of their seniority.
2. Once vacations are scheduled and approved, the employer will make an effort to grant such vacations as scheduled except as emergencies may require a change.

C. VACATION PERIOD.

The vacation period for secretaries/aides is as follows:

1. Employees shall schedule their vacation during the months of June, July, and August except that no vacation shall be scheduled two (2) days following the end of the school year and two (2) weeks prior to the beginning of the school year unless the employee receives special permission from the employer.
2. A maximum of three (3) days may be scheduled during the school year when school is in session provided that the employee, whenever possible, gives a minimum of five (5) work days notice to their immediate supervisor prior to taking said leave. The employee may not use his/her three (3) days to extend holiday periods, except with special permission from the employer. Such leave shall be used on a basis of one day at a time, except with special permission of the employer.
3. Vacation time may be scheduled during the school year provided school is not in session.

D. ENTITLEMENT AND TERMINATION.

Employees shall be entitled to vacation time as scheduled above based on their past service as of July 1 each year. If an employee's employment is terminated prior to the time he has received his earned vacation period, he shall be paid for all such accumulated vacation time on a pro-rated basis for all completed months from the July 1 date to his date of termination. However, if any employee quits his position without at least one (1) week's notice or is discharged for cause, he shall forfeit such accumulated vacation pay.

E. HOLIDAY DURING VACATION.

If a recognized holiday occurs during the employee's vacation period, such holiday shall not be charged against the employee's vacation time.

F. VACATION PAY.

A working day's vacation pay shall be equivalent to the employee's regular shift payment. Daily scheduled hours not to exceed eight (8) times the employee's straight time hourly rate.

G. ACCUMULATED VACATION.

Employees may carry-over a maximum of five (5) vacation days on to the next contract year. At no time shall an employee's accumulated vacation time exceed five (5) days beyond his contractual entitlement for any given contract year.

ARTICLE XI - HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 1. WORK YEAR.

A. TWELVE (12) MONTH WORK YEAR.

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

B. NINE MONTH (9) WORK YEAR.

1. The normal work year for full-time nine (9) month employees shall be seven (7) hours per day, excluding lunch, for a total of 1,309 hours per year. The base year shall be 180 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.
2. The normal work year for other full-time nine (9) month employees shall be seven (7) hours per day, excluding lunch, for a total of 1,316 hours per year. The base year shall be 181 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.

C. EXTENDED WORK YEAR.

Employees who are required to work beyond said 180 day year shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 1/2) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one half (3 1/2) hours on a voluntarily basis. It is understood and agreed that employees may request compensatory time off in lieu of pay.

SECTION 2. OVERTIME RATE.

Time and one-half (1 1/2) will be paid all employees for hours worked in excess of forty (40) hours per week or eight (8) hours per day. The work scheduled may be increased to provide a four (4) day work week without premium pay.

SECTION 3. BREAKS.

Employees shall be entitled to a fifteen (15) minute break for each four (4) hours of a shift.

SECTION 4. EARLY DISMISSAL.

When school is closed early and students and teachers are dismissed (i.e. emergencies or early dismissal prior to holidays), employees may make arrangements with their immediate supervisor to leave early, provided they make up the time within a two (2) week period.

SECTION 5.PROTECTION FOR FULL-TIME STATUS.

The employer agrees not to make reductions in hours which reduce positions from full-time to part-time solely for the purpose of circumventing the benefits listed in Articles VIII, X, and XIII of this Agreement.

ARTICLE XII - WAGES

Section 1.WAGE SCHEDULES

The agreed upon wages are incorporated in Appendix A which is attached hereto and made a part hereof.

ARTICLE XIII - ECONOMIC BENEFITS

SECTION 1.LIMITATIONS OF BENEFITS.

Employees working less than twenty-five (25) hours per week shall not receive insurance benefits as listed in this article.

SECTION 2.LIFE INSURANCE.

The District will purchase group term accidental death and dismemberment life insurance for all members of the bargaining unit who qualify for the coverage in the amount of Fifteen Thousand (\$15,000) Dollars. Life Insurance for any employee 65 years of age or older shall be subject to the carrier's limitations.

SECTION 3.BLUE CROSS AND BLUE SHIELD.

The Board shall pay the cost of the Blue Shield and Blue Cross, 365-day Service and Master Plan U, including Major Medical for the individual and dependents. The Board also agrees to purchase additional coverage which provides for a \$1,000,000.00 Major Medical limit, allergy testing and emergency room follow-up. Hospitalization for any employee 65 years of age or older shall be subject to the carrier's limitations. Upon retirement, with a minimum of ten (10) years service, unless waived by the Board, an employee may continue in the Group Health Insurance Plan until age 65. Checks for the quarterly premium shall be submitted to the school office in the month preceding the quarter for which payment is being made.

SECTION 4.RETIREMENT BONUS.

Each member of the bargaining unit who has the required years of continuous service, excluding leaves of absences with the DuBois Area School District, shall receive a retirement bonus to be added to their final year's salary, provided a written notice of retirement is submitted and received by the Board prior to April First or ninety (90) days prior to retirement, which is officially accepted and recorded in the minutes of the Board. This payment shall be made on or before June 30 of the last pay of the employee. Schedule of Benefits shall be pro-rated on 1309 hours and shall be as follows:

10 yrs. continuous service	\$ 800.00
18 yrs. continuous service	\$1,440.00
25 yrs. continuous service	\$2,000.00

SECTION 5. TRAVEL REIMBURSEMENT.

Employees required in the course of their work to drive their personal automobile shall receive a mileage allowance in accordance with the rate per mile paid by the state for the length of the contract.

SECTION 6. DENTAL.

The District shall pay the full cost of a dental plan comparable to Delta Dental Basic Plan II for each employee, plus 50% Major Restorative and Prosthodontics.

ARTICLE XIV - MANAGEMENT RIGHTS

SECTION 1.

It is understood and agreed that the District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the District.

SECTION 2.

Matters of inherent managerial policy are reserved exclusively to the District. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the District, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel, except as modified by the agreement.

ARTICLE XV - NO STRIKE - NO LOCKOUT

SECTION 1.

It is understood and agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act Number 195 during the life of this agreement.

SECTION 2.

The District will not engage in any lockout during the life of this agreement.

ARTICLE XVI - LEGALITY

SECTION 1.

The parties hereto specifically agree that it is their intent that this agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions, and if it shall be determined by proper authority that this agreement, or any part thereof, is in conflict with said statutes, governmental regulations or judicial decisions, this agreement shall be automatically adjusted to comply with said statutes, governmental regulations or judicial decisions.

ARTICLE XVII - SEPARABILITY

SECTION 1.

In the event any of the terms or provisions of this agreement shall be found invalid or declared unenforceable by reason of any federal or state directive, rule or regulation now in effect or hereinafter to become effective, or by reason of their decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof, unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

ARTICLE XVIII - HEADINGS

SECTION 1.

Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this agreement, nor shall they affect its meaning, construction or effect.

ARTICLE XIX - LABOR/MANAGEMENT COMMITTEE

SECTION 1: PURPOSE

A Joint Labor/Management Committee shall be established to resolve problems dealing with the implementation of this Agreement and to discuss other labor/management problems that may arise.

SECTION 2: DEFINITION AND MEETING SCHEDULE

The Joint Labor/Management Committee shall be comprised of up to three (3) representatives each from the Association and the District. The Committee shall be mutually chaired by District and Association representatives. This committee shall meet bi-monthly, or on an alternative, mutually approved schedule.

SECTION 3: CHAIRPERSONS AND AGENDA ITEMS

The co-chairpersons, or their designees, shall be responsible for developing agendas. The Committee agendas may contain issues of concern from both parties. Agenda items will be submitted in writing to the other party at least five (5) working days prior to any meeting to allow sufficient opportunity to review the matter prior to the meeting. If an item is of urgent basis, the five (5) day time period may be waived upon mutual agreement.

SECTION 4: COMMITTEE RESPONSIBILITY

The Committee shall be responsible for formulating and developing recommendations to attempt to eliminate or minimize labor/management problems.

SECTION 5: COMMITTEE RECOMMENDATIONS

If the parties come to agreement as to the resolution of a particular item, a written recommendation of the Committee shall be submitted to the leadership of the Association or the full Board of School Directors for their acceptance or rejection. It is understood and agreed to between the parties that issues raised before the Committee or recommendations of the Committee will not be binding upon either party and not subject to the grievance procedure unless the recommendation is mutually accepted by each party's leadership.

July 1, 1997 to June 30, 2001

ARTICLE XX - DURATION

SECTION 1.

Pursuant to the requirements of Act 195, this agreement shall be binding upon the parties hereto from July 1, 1997, to and including June 30, 2001, unless otherwise explicitly agreed. Either party may notify the other by certified mail on or before January 1, 2001, of its desire to modify or terminate this agreement.

SECTION 2.

Either party may commence negotiations over the terms of a successor agreement by written notification thereof. If no such notification is tendered prior to the expiration date set forth above, then all terms and conditions contained herein shall be renewed and maintained in full force and effect for a period of one (1) year and thereafter on a year-to-year basis until such time as the parties negotiate a successor agreement.

SECTION 3.

In witness whereof, the parties hereto, through their duly authorized officers and representatives and intending to be legally bound hereby, have hereunder affixed their hand and seals this 12th day of May 1999.

DUBOIS AREA SCHOOL BOARD BY

Nicholas F. Shaginaw

DUBOIS EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION
ESPA/PSEA/NEA BY

Melinda R. Lichtenman

WITNESSED BY

Leah Beretsel

APPENDIX A - WAGES

SECTION 1. STARTING WAGE.

The following starting rates are for the duration of the contract:

Secretaries	\$7.00
Hall Monitors and Teacher Aides	\$5.70
Cafeteria Aides	\$5.70
Health Aides	\$8.75
Child Specific and Bus Aides	\$5.70

SECTION 2. WAGES INCREASES PER HOUR

	<u>1997-98*</u>	<u>1998-99</u>	<u>1999-2000</u>	<u>2000-2001</u>
Secretaries	--	\$0.35	\$0.30	\$0.30
Part-time & Full-time aides	--	\$0.30	\$0.30	\$0.30
Health aides	--	**	\$0.30	\$0.30

* No increase

** Employees who are not at \$8.75 will be moved to this rate. If already at \$8.75, will receive \$0.30 per hour increase.

APPENDIX B - CATEGORIES OF PERSONNEL

SECTION 1: SECRETARIES

- A. Full-Time
 - 9 month work 1,309 hours per year
 - 9 month other work 1,316 hours per year
 - 12 month work 2,080 hours per year

- B. Part-time
 - Minimum hours of 360 hours per year

SECTION 2: HALL MONITORS AND TEACHER AIDES

- A. Full-time
 - 9 month work 1,309 hours per year

- B. Part-time
 - Minimum hours of 360 hours per year

SECTION 3: CAFETERIA AIDES

- A. Part-time
 - Minimum hours of 360 hours per year

SECTION 4: HEALTH AIDES

- A. Full-time
 - 9 month work 1,309 hours per year

- B. Part-time
 - Minimum hours of 360 hours per year

SECTION 5: CHILD SPECIFIC AND BUS AIDES

- A. Full-time
 - 9 month work 1,309 hours per year

- B. Part-time
 - Minimum hours of 360 hours per year

July 1, 1997 to June 30, 2001

MEMORANDUM OF UNDERSTANDING

We agree to reopen Article XIII, section 3, upon settlement of DuBois Area Education Association (DAEA) contract and negotiate any changes to health care benefits as they may affect this association.

June 26, 2003

Sharon Kirk, Superintendent
DuBois Area School District
500 Liberty Boulevard
DuBois, Pennsylvania 15801

**RE: Negotiations between the DuBois Area School District and the
DuBois Area Educational Support Personnel Association**

Dear Sharon:

As you are aware, the collective bargaining agreement between the DuBois Area School District and the DuBois Area Educational Support Personnel Association will expire on June 30, 2003.

In this regard, the purpose of this letter is to formally advise you that the DuBois Area Educational Support Personnel Association will maintain the status quo and continue to work under the terms and conditions of employment which currently exist in the contract. Such an extension shall continue until a successor agreement is reached, the DuBois Area Educational Support Personnel Association gives the district notice that it will not work under the extension, or the DuBois Area School District conducts or causes to be conducted a lockout of the Association during the extension.

Should you have a concern regarding the implementation of the extension, I would respectfully request that it be brought to my attention immediately.

Sincerely,



Terra Begolly
UniServ Representative
PSEA/NEA

cc: Sandy Kiehlmeier, President

ARBITRATION EXHIBIT A-1

A - 1

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

SENIOR HIGH

A-2

500 Liberty Boulevard
DuBois, PA 15801-2410Phone: 814-371-2700
Fax: 814-371-2544

DATE: August 25, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent
RE: ANNOUNCEMENT OF VACANCIES

(5) SECRETARIES – DuBois Area Middle School
1640 hours per year

(For information, contact Sharon L. Kirk, superintendent.)

(7) SECRETARIES – DuBois Area Senior High School
1640 hours per year

(For information, contact Sharon L. Kirk, superintendent.)

(12) SECRETARIES – Elementary Buildings
1640 hours per year

(For information, contact Timothy A. Deluccia, administrative assistant to the superintendent.)

(2) SECRETARIES – Special Education
1640 hours per year

(For information, contact Carole Y. Preston, special education director.)

SECRETARY – Transportation/Senior High
1640 hours per year

(For information, contact Cas Gudalis, transportation director.)

SECRETARY – Pupil Personnel Services
1640 hours per year

(For information, contact Jeffrey McCombie, pupil personnel director.)

ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR BEFORE 4:00 P.M., SEPTEMBER 1, 2005.

ARBITRATION EXHIBIT A-2

A #2

DUBOIS AREA SCHOOL DISTRICT
Office of the Superintendent

SENIOR HIGH

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: August 25, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent
RE: ANNOUNCEMENT OF VACANCIES

HEALTH AIDE – DuBois Area Middle School
882 hours per year

(For information, contact Timothy A. Deluccia, administrative assistant to the superintendent.)

TEACHER AIDE (Library) – Highland Elementary School
720 hours per year
Effective September 9, 2005

(For information, contact Elizabeth Shindledecker, principal.)

CUSTODIAN – DuBois Area Senior High School
Effective September 1, 2005
1248 hours per year

(For information, contact William Harvey, maintenance/custodial supervisor.)

FOOD SERVICE WORKER – Wasson Elementary School
Up to 540 hours per year

(For information, contact Jill Kengersky, food service director.)

SECRETARY (Attendance Office) – DuBois Area Senior High School
2080 hours per year

(For information, contact Timothy A. Glunt, principal.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., SEPTEMBER 1, 2005.**

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

SENIOR HIGH

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: August 25, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent *JL*
RE: ANNOUNCEMENT OF VACANCIES

TEACHER AIDE ~ DuBois Area Senior High School
1640 hours per year

(For information, contact Timothy A. Glunt, principal.)

TEACHER AIDE ~ M.I.S. Department
1640 hours per year

(For information, contact William Pearce, M.I.S. director.)

(5) TITLE I TEACHER AIDES
1640 hours per year

(For information, contact Barbara Jo Smith, director of federal programs.)

(20) SPECIAL EDUCATION TEACHER AIDES
1640 hours per year

(For information, contact Carole Y. Preston, special education director.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., SEPTEMBER 1, 2005.**

DUBOIS AREA SCHOOL DISTRICT
REGULAR BOARD MEETING OF SEPTEMBER 14, 2005

The DuBois Area School Board held a regular board meeting on Wednesday, September 14, 2005 at 7:00 p.m. in the auditorium of the DuBois Area Middle School, 404 Liberty Boulevard, DuBois, PA 15801 as advertised in the DuBois Courier Express newspaper on Sunday, September 11, 2005 with the following board members present: Mr. Kenneth J. Mitchell, president; Mr. E. Lloyd McCreight, vice-president; Mr. Darrell E. Clark; Dr. John A. Fabre; Mr. A. Paul Orcutt; Mr. Dennis V. Raybuck; Mr. Thomas E. Vizza, Mrs. Mary Ruth Wilson, student representatives: Miss Katrina Wilson; Mr. Brett McGinnis; Alternate: Emile Khoury; Mr. R. Edward Ferraro, solicitor; Mrs. Lynda N. Barrett, secretary; Mrs. Sharon L. Kirk, superintendent. Absent (excused): Mr. John M. Yount; alternate student representative; John-Mark Stoltz. Others present: The Courier Express Newspaper representative: Ms. Kim Finnigan, The Progress Newspaper representative: Ms. Jane Elling; radio representatives: W.D.S.N., Ms. Lindsey Schoening; W.O.K.W.: Ms. Amanda Thompson; Mr. Jerome Bankovich, Jr., AIA, vice-president; representatives of the staff and community.

1. Mr. Kenneth J. Mitchell, president, opened the meeting with the Pledge of Allegiance to the Flag.
2. Mr. Kenneth J. Mitchell, president, reported that there was an executive session held prior to the regular board meeting of September 14, 2005, to discuss personnel and consult with the solicitor.
3. Dr. John A. Fabre moved to approve the minutes from the regular board meeting of August 24, 2005. Seconded by Mr. E. Lloyd McCreight and passed 8-0.
4. Mr. E. Lloyd McCreight moved to approve the bills. Seconded by Dr. John A. Fabre and passed 8-0.
5. Dr. John A. Fabre moved to approve the finance reports. Seconded by Mr. E. Lloyd McCreight and passed 8-0.

PRESENTATION

6. Mr. Jerome Bankovich, Jr., AIA, vice-president, KTH Architects presented information regarding district projects.

AGENDA

7. Mrs. Mary Ruth Wilson moved the following:
 1. Propose the board approve the enrollment of Beau Bash in the Incentive Program for Masters at Penn State University and Becky Sensor in the Incentive Program for Masters at Walden University.
Seconded by Dr. John A. Fabre and passed 8-0.
 2. Mr. Darrell E. Clark moved to reject the following:
 2. Grievance #001 (2005-2006)
 3. Grievance #002 (2005-2006)
Seconded by Mrs. Mary Ruth Wilson and passed 8-0.
 9. Mrs. Mary Ruth Wilson moved the following:
 4. Propose the board approve and authorize the superintendent to sign the Agreement between Clearfield-Jefferson Drug & Alcohol Commission and Clearfield-Jefferson Mental Health/Mental Retardation Program and the district for the Student Assistance Program (SAP) for the 2005-2006 school year.
 5. Upon the recommendation of Mr. Jeffrey W. McCombie, pupil personnel director, propose the board approve the Contracted Staff Agreement for Sandra Kirkland to provide services as research assistant to Dr. Larry Forthun (Penn State University) for the Life Space Crisis Intervention Program Evaluation for the 2005-2006 school year at \$10.00 per hour, not to exceed \$2,000.00, contingent upon receipt of appropriate clearances. (Funding source is Safe & Drug-Free Schools and Communities Grant – Life Space Crisis Intervention Program).
Seconded by Mr. E. Lloyd McCreight and passed 8-0.

ARBITRATION EXHIBIT A-3

A #3

AGENDA (continued)

10. Mrs. Mary Ruth Wilson moved the following:
 6. Propose the board approve and authorize the business manager to sign the contract with Jefferson-Clarion Head Start, Inc. to provide breakfast and lunch for the head start students at C.G. Johnson Elementary School.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
11. Mrs. Mary Ruth Wilson moved the following:
 7. Propose the board award the vending contract for beverages to Coca Cola. (Pending review of contract by solicitor).
Seconded by Mr. Thomas E. Vizza and passed 7-1, (Voting NAY: Mr. E. Lloyd McCreight).
12. Mr. Dennis V. Raybuck moved the following:
 8. Propose the board authorize the business manager to contract for the purchase of natural gas at the best possible price prior to the current contract expiration on September 30, 2005.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
13. Mr. Dennis V. Raybuck moved the following:
 9. Propose the board create a health/physical education instructor position at Pentz Run (36 days, 5 hours per day). (This is in exchange for a special education instructor position.)
 10. Propose the board adjust the hours for the three full-time bus aides from 1309 hours per year to 1393 hours per year. (This is to provide bus aides for the Extended School Year Program.)
 11. Propose the board change the hours for the teacher aide (library) at Luthersburg Elementary School from 612 hours per year to 720 hours per year.
 12. Propose the board change the hours for the teacher aide (library) at Highland Elementary School from 720 hours per year to 612 hours per year.
 13. Propose the board change the position of secretary for the Virtual School Program from 882 hours per year to 2080 hours per year and add the duties to include Title I secretary (to be paid out of Title I funds).
 14. Propose the board create a position for administrative assistant to the pool director at 2080 hours per year and approve the job description.
 15. Propose the board approve a contribution in the amount of \$2,720.00 to the DuBois Little League for repairs to the senior league field at the DuBois City Park.
 16. Propose the board approve the proposal with the DuBois Soccer Association for the use of their fields at Spider Lake for soccer practice during the 2005 season.
 17. Propose the board change the full-day teacher in-service that is scheduled for October 12, 2005, and reschedule it for October 14, 2005, due to PSAT testing, and change the full-day teacher in-service that is scheduled for February 20, 2006, and reschedule it for February 27, 2006.
 18. Propose the board cancel the scheduled board meeting on October 26, 2005.
Seconded by Dr. John A. Fabre and passed 8-0.
14. Mr. E. Lloyd McCreight moved the following:
 19. Upon the recommendation of Mr. Cas Gudalis, transportation director, propose the board approve paying the following contractors for providing transportation for the Extended School Year program from July 12, 2005 through August 4, 2005 (12 days total).

Clepper Bus Service	\$5,012.28
Charlotte Ford (Brookville)	1,862.58
Linda Bovard (Brockway)	<u>1,465.20</u>
	\$8,340.06

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.
15. Mr. E. Lloyd McCreight moved the following:
 20. Propose the board approve Mrs. Mary Ruth Wilson as the voting delegate to the Legislative Policy Council at the PASA-PSBA School Leadership Conference 2005. (pending approval of travel request)
Seconded by Mr. Thomas E. Vizza and passed 7-0-1, (Noted as Abstaining: Mrs. Mary Ruth Wilson).

AGENDA (continued)

16. Mr. Darrell E. Clark moved the following:
21. Propose the board approve revised policy No. 113.2 Behavior Support for Students with Disabilities (Programs), as submitted. (First Reading).
Seconded by Mr. E. Lloyd McCreight and passed 8-0.

17. Mr. Thomas E. Vizza moved the following:
22. Propose the board approve granting a DuBois Area Senior High School Diploma to the following recipients. All requirements as per policy have been met.

- † Recipient A
- † Recipient B
- † Recipient C
- † Recipient D
- † Recipient E
- † Recipient F

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

REQUEST TO ATTEND CONFERENCE/MEETING

18. Mr. E. Lloyd McCreight moved the following:
1. Propose the board approve the following conferences:
A. Anne Smith, gifted instructor, attended Clarion Speech & Debate meeting, Clarion, PA on August 31, 2005. Estimated expenses \$25.00.
B. Anne Smith, gifted instructor, attended PBS Scholastic Scrimmage Coaches meeting, State College, PA on September 7, 2005. Estimated expenses \$35.00.
C. Tracy Chewning, DuBois Area Senior High School instructor, attended Cooperating Teachers' Workshop, Indiana, PA on September 7, 2005. There is no cost to the district except a substitute for one day. (IUP will provide \$55.00 to help defray the cost of a substitute.)
D. William Clyde, maintenance, attended Department of Agriculture Test Site, Altoona, PA on September 12, 2005. Estimated expenses \$145.00.
E. The following individuals are requesting to attend Life Space Crisis Intervention (final two days of certification training) IU-6, Clarion, PA on September 15 and 16, 2005. Estimated expenses \$550.00, plus eight substitutes for two days.
A. Sherry Bailey C. G. Johnson Elementary School instructor
B. Jessica Kropp Oklahoma Elementary School guidance counselor
C. Janet Zimmerman Wasson Elementary School guidance counselor
D. Andrew Chandler DuBois Area Middle School instructor
E. Marianne Konior DuBois Area Middle School assistant principal
F. Amy Short DuBois Area Middle School instructor
G. Carolyn Tomeo DuBois Area Middle School instructor
H. Jennifer Buskirk DuBois Area Senior High School instructor
I. Nancy Chelgren DuBois Area Senior High School guidance counselor
J. Tracy Chewning DuBois Area Senior High School instructor
K. Heather Pasternak DuBois Area Senior High School instructor
L. Denise Sloan DuBois Area Senior High School instructor
F. Richard Clark, manager of finance & accounting/federal programs secretary; Brenda Reitz, assistant business manager/office manager; and Gary Sayers, business manager, requesting to participate in a web conference on IRS Audits & Payroll Endings for Schools on September 20, 2005. Estimated expenses \$125.00.
G. Barbara Jo Smith, director of federal programs, requesting to attend Fall Regional PDE-DFP meeting, Cranberry, PA on September 20, 2005. Estimated expenses \$145.00, to be paid with Title I funds.
H. Margaret Smith, DuBois Area Middle School librarian, and Virginia Schott, DuBois Area Senior High School librarian, requesting to attend Access PA Database Fall 2005 Training, IU-6, Clarion, PA on September 20, 2005. Estimated expenses \$50.02, plus two substitutes for one day.
I. Timothy Deluccia, administrative assistant to the superintendent, and Cherie Shannon, ESL instructor, requesting to attend Stanford ESL Results – TransACT Document Translation, Pittsburgh, PA on September 20 and 28, 2005. Estimated expenses \$260.00, plus a substitute for two days, to be paid with Title II A funds.

REQUEST TO ATTEND CONFERENCE/MEETING (continued)

- J. Roger Collins, DuBois Area Senior High School assistant principal, and Kitty Greiner, DuBois Area Senior High School instructor, requesting to attend 1st Annual Tobacco Issues Forum, Holiday Inn, DuBois, PA on September 29, 2005. A substitute is needed for ½ day.
- K. Rosary Fleming and Nancy Chelgren, DuBois Area Senior High School guidance counselors, requesting to attend College Board Fall Counselor Workshops, Indiana, PA on September 29, 2005. Estimated expenses \$130.00
- L. Karen Foster, director of curriculum/instruction; Jeffrey Vizza, DuBois Area Senior High School assistant principal; Mary Ruth Wilson, board member; Robert Burns, Denise Delp, Heidi Marzolf, Karllette Moore, Mark Nicholson, Joanne Webster, and Mary Withrow, DuBois Area Senior High School instructors, requesting to attend High School Reinvention Symposium, Washington, D.C., on October 1-3, 2005. Estimated expenses \$9,400.00, plus seven substitutes for one day, to be paid with Project 720 Grant funds.
- M. Virginia Schott, DuBois Area Senior High School librarian, requesting to attend American Association School Librarians Annual Conference, Pittsburgh, PA on October 6-9, 2005. The only cost to the district is a substitute for four days.
- N. Cynthia Zimmerman, Dana Fye, Janet Sullivan, and Eileen Haag (Luthersburg Elementary School instructors) requesting to attend PSSA Math Workshop, Grove City, PA on October 7, 2005. Estimated expenses \$856.00, plus three substitutes for one day, to be paid with Title II A/Title I funds.
- O. Sherry McClure and Christine Zimmerman, DuBois Area Middle School guidance counselors, requesting to attend SAP Update/Networking Day, Holiday Inn, DuBois, PA on October 19, 2005. Estimated expenses \$\$80.00, to be paid with Safe and Drug Free Schools funds.
- P. Suzanne Lee, payroll clerk; Kim Deible, personnel records; and Brenda Reitz, assistant business manager/office manager, requesting to attend 2005 Personnel System User Seminar, Best Western, DuBois, PA on October 20, 2005. There is no cost to the district.
- Q. Deborah Fye, DuBois Area Senior High School instructor, requesting to attend Culinary Skill Development Workshop, Punxsutawney, PA on October 25, 2005. Estimated expenses \$25.00, plus a substitute for one day, to be paid with Title II A funds.
- R. Sharon Kirk, superintendent; Timothy Deluccia, administrative assistant to the superintendent; Mary Ruth Wilson, board member; and a board member, requesting to attend PASA-PSBA Leadership Conference 2005, Hershey, PA on October 26-28. Estimated expenses \$3,848.00.

Seconded by Mr. Darrell E. Clark and passed 9-0.

TRANSPORTATION/FIELD TRIP REQUEST

19. Mr. Dennis V. Raybuck moved the following:

- 1. Propose the board approve the following field trips that are a part of our regular curriculum and as per policy and budget:
 - A. Dorothy Hughes, Donna Miklic, and Nancy McCreight, C.G. Johnson Elementary School instructors, along with three chaperones, accompanied 68 students on a walking field trip to Riverside Market/Reynoldsville Park, Reynoldsville, PA on September 13, 2005 (rain dates September 14 and 15) for food groups/nutrition and physical education activities. There is no cost to the district.
 - B. Cara Cherico, Jeff Tech, along with one chaperone and two teacher aides, requesting to accompany 25 students on a field trip to Onyx Recycling Center, Greentree Landfill, and Taylor Park, Brockway/ Kersey, PA on September 21, 2005; and to Reynoldsville Water Treatment Plant and Sweet Soil, Inc., Reynoldsville, PA on October 13, 2005, as part of DEP mini-grant. (weather related date October 20) There is no cost to the district.
 - C. William Ayrault, DuBois Area Senior High School instructor, requesting to accompany 11 students (Group A) and 12 students (Group B) on a walking field trip to Sandy Lick, DuBois PA once a week throughout the school year for water/soil sampling. There is no cost to the district.
- 2. Barry Gallagher, DuBois Area Senior High School instructor, requesting to accompany three student representatives to the PASA-PSBA Leadership Conference 2005 (PSBA Student Delegate Program), Hershey, PA on October 26-28. Estimated expenses \$2,124.00, plus a substitute for three days.

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

USE OF FACILITIES

20. Mr. Dennis V. Raybuck moved the following:

1. Propose the board approve the list of facility usages approved by the principals, as per board policy, and contingent upon appropriate certificate of insurance:
 - A. DuBois Area ESP (contact person Sandy Kiehlmeier) used the cafeteria at the DuBois Area Senior High School on September 1, 2005, from 6:30 p.m. to 9:30 p.m. for a meeting. Custodial to be charged.
 - B. Cen-Clear Child Services (contact person Carol Beegle) used the pre-school classroom at Highland Elementary School on September 13, 2005, from 6:00 p.m. to 8:00 p.m. for a personal safety program. Custodial to be charged.
 - C. Performance Learning Systems (contact person Dawna Vanderpool) requesting to use a classroom at the DuBois Area Middle School on September 19 and 29, October 3, 10, 20, 24 and 31, and November 7, 14 and 21, 2005, from 5:00 p.m. to 9:30 p.m. for PLS/Gannon University/Purposeful Learning through Multiple Intelligences. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
 - D. Kidnetix Baton Corporation (contact person Mary Beth Brennan) requesting to use the hallway or lobby area at Sykesville Elementary School on September 20, 2005, from 6:00 p.m. to 8:00 p.m. to set up an informational table at open house. Custodial to be charged.
 - E. Kidnetix Baton Corporation (contact person Mary Beth Brennan) requesting to use the lobby at Oklahoma Elementary School on September 20, 2005, from 6:00 p.m. to 8:00 p.m. to set up an informational table at open house. They are also requesting to use the gym on Tuesday evenings beginning September 20 through December 2005 and on October 27 and November 3, 2005, from 5:45 p.m. to 8:45 p.m. for instruction/rehearsal. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
 - F. Kidnetix Baton Corporation (contact person Mary Beth Brennan) requesting to use the hallway or lobby area at Highland Elementary School on September 21, 2005, from 6:00 p.m. to 8:00 p.m. to set up an informational table at open house. Custodial to be charged.
 - G. Kidnetix Baton Corporation (contact person Mary Beth Brennan) requesting to use the hallway or lobby area at Juniata Elementary School on September 22, 2005, from 6:00 p.m. to 8:00 p.m. to set up an informational table at open house. Custodial to be charged.
 - H. Kidnetix Baton Corporation (contact person Mary Beth Brennan) requesting to use the hallway or lobby area at C.G. Johnson Elementary School on September 27, 2005, from 6:00 p.m. to 8:00 p.m. to set up an informational table at open house. Custodial to be charged.
 - I. PSEA Union (contact person Mary Ann Strasavich) requesting to use cafeteria one or two at the DuBois Area Middle School on September 29, 2005, from 4:00 p.m. to 8:00 p.m. for a union dinner and meeting. Custodial to be charged.
 - J. Beaver Band Club (contact person Nancy Shade) requesting to use a classroom at the DuBois Area Senior High School on October 6, November 3, and December 1, 2005 (for regular meetings) and October 20, November 17, and December 15, 2005 (for executive meetings) from 6:00 p.m. to 9:00 p.m. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
 - K. DuBois Area High School Girls Soccer Boosters (contact person Jeannie McAninch) requesting to use a room at the DuBois Area Senior High School on November 14, 2005, January 9, February 13, March 13, April 10, May 9, September 11, October 9, and November 13, 2006, from 6:45 p.m. to 8:30 p.m. for booster club meetings. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
 - L. Gateway Midget Football Association (contact person Randy Curley) requesting to use Mansell Stadium on November 5, 2005, for two midget football championship games and the concession stand from 2:00 p.m. to 9:00 p.m.
 - M. SAT Testing (contact person William Barton) requesting to use classrooms at the DuBois Area Senior High School on December 3, 2005, January 28 and May 6, 2006, from 6:45 a.m. to 1:30 p.m. for SAT testing. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
 - N. Cub Scout Pack #26 (contact person Mike Pomeroy) requesting to use the library at Highland Elementary School on September 21, 2005, from 6:00 p.m. to 8:00 p.m. for cub scout registration. Custodial to be charged.

USE OF FACILITIES (continued)

- O. Town and Country 4-H (contact person Debbie McAndrew) requesting to use the Library at the DuBois Area Middle School on the 3rd Wednesday of each month through December 2005 from 6:30 p.m. to 9:00 p.m. for meetings. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
- P. Habitat for Humanity (contact person Jim Dieringer) requesting to use the parking lot/foyer at the DuBois Area Middle School on October 2, 2005, from 12:00 p.m. to 7:00 p.m. to provide refreshments for PA Fiddle Competition. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
- Q. District Health & Wellness Initiative (contact person Janet Sullivan) requesting to use the gymnasium at Wasson Elementary School on Monday evenings through September 2005 from 4:30 p.m. to 6:00 p.m. for yoga classes. Custodial to be charged.

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

RETIREMENT/RESIGNATION

- 21. Mr. Thomas E. Vizza moved the following:
 - 1. Propose the board approve the resignation of Melissa Gaul, special education teacher aide (gifted), effective August 9, 2005.

Seconded by Mr. E. Lloyd McCreight and passed 8-0.

EMPLOYMENT/REASSIGNMENT

ALL HIRINGS CONTINGENT UPON HAVING AN ACCEPTABLE ACT 34 CLEARANCE STATEMENT AND AN ACT 151 CLEARANCE STATEMENT.

- 22. Mrs. Mary Ruth Wilson moved the following:
 - 1. Propose the board approve the list of professional and classified substitutes, as submitted.
 - 2. Propose the board approve hiring Elizabeth VanCuren as long-term substitute elementary instructor effective September 1, 2005 through the end of the 2005-2006 school year.
 - 3. Propose the board approve hiring Lindsay Colbey as an elementary instructor effective September 15, 2005.
- Seconded by Dr. John A. Fabre and passed 8-0.
- 23. Mr. Thomas E. Vizza moved the following:
 - 4. Propose the board approve hiring Adam Statler as technology technician for the Virtual School Program (2080 hours per year) effective on or after September 19, 2005, at a salary of \$26,000.00.
- Seconded by Dr. John A. Fabre and passed 8-0.
- 24. Mrs. Mary Ruth Wilson moved the following:
 - 5. Propose the board approve hiring Jill Heffner as administrative assistant to the pool director, 2080 hours per year, at a salary of \$25,000.00 effective on or after September 19, 2005.
- Seconded by Dr. John A. Fabre and passed 8-0.
- 25. Mrs. Mary Ruth Wilson moved the following:
 - 6. As a result of the bidding process, propose the board approve the change of status for Fran Kunisky from secretary (attendance office) at the DuBois Area Senior High School (1640 hours per year) to secretary (attendance office) at the DuBois Area Senior High School (2080 hours per year) retroactive effective July 1, 2005.
 - 7. As a result of the bidding process, propose the board approve the change of status for Barbara Ralston from health aide at C.G. Johnson Elementary School (882 hours per year) to health aide at the DuBois Area Middle School (882 hours per year) effective on or after September 19, 2005.
 - 8. As a result of the bidding process, propose the board approve the change of status for Diane Stoltz from child specific aide at Luthersburg Elementary School (882 hours per year) to child specific aide at the DuBois Area Senior High School (up to 1309 hours per year) effective on or after September 19, 2005.

Seconded by Dr. John A. Fabre and passed 8-0.

EMPLOYMENT/REASSIGNMENT (continued)

26. Mr. E. Lloyd McCreight moved the following:

9. As a result of the bidding process, propose the board approve the change of status for the following individuals effective on or after September 19, 2005:

Secretaries - DuBois Area Middle School

A. Lesa Cristini	1323 hours to 1640 hours per year
B. Gail Jeffers	1316 hours to 1640 hours per year
C. Pat Johnson	1316 hours to 1640 hours per year
D. Patti Maholtz	1323 hours to 1640 hours per year
E. Mary Ann Strasavich	1505 hours to 1640 hours per year

Secretaries - DuBois Area Senior High School

A. Paula Fitzpatrick	1386 hours to 1640 hours per year
B. Carol Rokosky	1316 hours to 1640 hours per year
C. Judy Simmons	1309 hours to 1640 hours per year
D. Sandy Swope	1330 hours to 1640 hours per year
E. Donna Tangren	1316 hours to 1640 hours per year
F. Wendy Way	1500 hours to 1640 hours per year
G. Melissa Whaling	1441 hours to 1640 hours per year

Secretaries - Elementary BuildingsC. G. Johnson Elementary School

A. Brenda Hendricks	1340 hours to 1640 hours per year
B. Susan Makufka	1340 hours to 1640 hours per year

Highland Elementary School

Gale Kruse	1353 hours to 1640 hours per year
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Juniata Elementary School

A. Patricia Stewart	1340 hours to 1640 hours per year
B. Pamela Walker	1340 hours to 1640 hours per year

Luthersburg Elementary School

M. Ann Monaco	1343 hours to 1640 hours per year
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Oklahoma Elementary School

A. Deborah Marshall	1340 hours to 1640 hours per year
B. Susan Streator	1340 hours to 1640 hours per year

Penfield Elementary School

Kandy Flynn	1343 hours to 1640 hours per year
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Sykesville Elementary School

Wanda Wolfgang	1343 hours to 1640 hours per year
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Wasson Elementary School

A. Sally Spicher	1340 hours to 1640 hours per year
B. Ellen Wayland	1340 hours to 1640 hours per year

Secretaries - Special Education

A. Laurie Leone	1351 hours to 1640 hours per year
B. Pamela Shaffer	1351 hours to 1640 hours per year

Secretary - Transportation/Senior High

Lori Miller	1441 hours to 1640 hours per year
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Teacher Aide (Library) - DuBois Area Senior High School

Sharon McLaughlin	1309 hours to 1640 hours per year
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Teacher Aide - M.I.S. Department

Raye (Llyn) Prontock	1309 hours to 1640 hours per year
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Title I Teacher Aides

A. Nancy Baummer	1309 hours to 1640 hours per year
B. Edith Fulton	1309 hours to 1640 hours per year
C. Billis Glass	1309 hours to 1640 hours per year
D. Linda Henry	1309 hours to 1640 hours per year
E. Linda Scolese	1309 hours to 1640 hours per year

EMPLOYMENT/REASSIGNMENT (continued)Special Education Teacher Aides

A. Kathleen Bowser	1309 hours to 1640 hours per year
B. Nancy Bumbarger	1309 hours to 1640 hours per year
C. Susan Clinger	1309 hours to 1640 hours per year
D. Lisa DeMotte	1309 hours to 1640 hours per year
E. Bonnie Drayer	1309 hours to 1640 hours per year
F. Nancy Ferraro	1309 hours to 1640 hours per year
G. Helen Getch	1309 hours to 1640 hours per year
H. Lori Henry	1309 hours to 1640 hours per year
I. Diana Kessler	1309 hours to 1640 hours per year
J. Roberta Kinderman	1309 hours to 1640 hours per year
K. Cassie Kunselman	1309 hours to 1640 hours per year
L. Wanda Lockwood	1309 hours to 1640 hours per year
M. Denise McGarvey	1309 hours to 1640 hours per year
N. Judy Mulholland	1309 hours to 1640 hours per year
O. Carol A. Rafferty	1309 hours to 1640 hours per year
P. Wanneita Rupert	1309 hours to 1640 hours per year
Q. Linda Sayers	1309 hours to 1640 hours per year
R. Shannon Shaffer	1309 hours to 1640 hours per year
S. Laurie Slattery	1309 hours to 1640 hours per year
T. Kim Yoder	1309 hours to 1640 hours per year

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

27. Mrs. Mary Ruth Wilson moved the following:

10. Upon the recommendation of Mrs. Carole Y. Preston, special education director, propose the board approve hiring Yolanda Rosetti as special education teacher aide at Wasson Elementary School (up to 882 hours per year) effective on or after September 19, 2005.
11. Upon the recommendation of Mrs. Elizabeth A. Shindledecker, Highland Elementary School/Juniata Elementary School Principal, propose the board approve hiring the following individuals as temporary teacher aides for the 2005-2006 school year:

Highland Elementary School

Bobbi Jo Gallagher	Not to exceed 5 hours per week
Vicki Roman	Not to exceed 5 hours per week

Juniata Elementary School

Helen Pasternak	Not to exceed 12.5 hours per week
Linda Waddell	Not to exceed 12.5 hours per week
Lisa Harvey	Not to exceed 15 hours per week

12. Upon the recommendation of Mrs. Kathleen A. Ginther, Oklahoma Elementary School/Penfield Elementary School Principal, propose the board approve hiring the following individuals as temporary teacher aides for the 2005-2006 school year:

Oklahoma Elementary School

Veronica Cashmer	Not to exceed 17.5 hours per week
Tammy Whitaker	Not to exceed 17.5 hours per week
Tracey Reed	Not to exceed 5 hours per week

Penfield Elementary School

Mary Ann Fiedor	Not to exceed 10 hours per week
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13. Upon the recommendation of Mrs. Shawna B. Grim, Luthersburg Elementary School/Wasson Elementary School Principal, propose the board approve hiring the following individuals as temporary teacher aides for the 2005-2006 school year:

Luthersburg Elementary School

Linda Hart	Not to exceed 5 hours per week
Sandra Koren	Not to exceed 10 hours per week

Wasson Elementary School

Joanne Baird	Not to exceed 10.5 hours per week
Margie McKolanis	Not to exceed 17 hours per week
Tammy Yanek	Not to exceed 12.5 hours per week

Seconded by Dr. John A. Fabre and passed 8-0.

EMPLOYMENT/REASSIGNMENT (continued)

28. Dr. John A. Fabre moved the following:

14. Upon the recommendation of Mr. Donald L. Mowrey, C G. Johnson Elementary School/Sykesville Elementary School Principal, propose the board approve hiring the following individuals as temporary teacher aides for the 2005-2006 school year:

C.G. Johnson Elementary School

Jodee Hanzely Not to exceed 10 hours per week

Kathy Vandervort Not to exceed 10 hours per week

Gail Wray Not to exceed 10 hours per week

Mary Baummer Not to exceed 10 hours per week

Sykesville Elementary School

Gina Zimmerman Not to exceed 10 hours per week

Seconded by Mr. Thomas E. Vizza and passed 8-0.

29. Mr. Dennis V. Raybuck moved the following:

15. Upon the recommendation of Mrs. Shawna B. Grim, Luthersburg Elementary School Principal, propose the board approve hiring Sandra Koren as cafeteria aide at Luthersburg Elementary School (up to 360 hours per year) effective on or after September 19, 2005.

16. Upon the recommendation of Mrs. Jill Smith, food service director, propose the board approve hiring Karen Stottish as food service worker at the DuBois Area Middle School (up to 540 hours per year) effective on or after September 19, 2005.

17. Upon the recommendation of Mr. Jeffrey W. McCombie, pupil personnel director, propose the board approve hiring the following individuals for the temporary part-time positions, 36 days each, 5 hours per day, at Pentz Run effective on or after September 15:

A. Stephen Marshall English Instructor

B. Dustin Tudor Science Instructor/Social Studies Instructor

C. Debbie Pifer Math Instructor

18. Upon the recommendation of Ms. Pamela L. Murdock, athletic director, propose the board approve the following as workers for the 2005-2006 school year:

A. Doug Brennan

B. Paul Ramsey

19. Upon the recommendation of Mr. Timothy A. Glunt, DuBois Area Senior High School Principal, and Pam Murdock, athletic director, propose the board approve hiring the following individuals for the extra-duty positions for interscholastic sports for the 2005-2006 school year, as per contract:

Off-Season Conditioning

Luke Bundy Wrestling

Interscholastic Winter Sports

Wrestling

Luke Bundy Varsity Assistant

Doug Sopic Varsity Assistant

Beau Bash Junior High Assistant

Mike Maholtz Junior High Assistant

Interscholastic Spring Sports

Track (Boys)

Tom Shade Varsity Assistant

20. Upon the recommendation of Ms. Sandy Kiehmeier, intramural program director, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the intramural program for the 2005-2006 school year, as per contract:

Intramural Basketball (7th/8th grade boys)

A. Ken Pruitt

B. Brad LaBue

C. Greg Monaco

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

30. Dr. John A. Fabre moved to waive policy regarding late agenda items. Seconded by Mr. Thomas E. Vizza and passed 8-0.

LATE AGENDA ITEM

31. Dr. John A. Fabre moved the following:

1. Propose the board set a base rate of \$1.90 per gallon for bus contractors' fuel and the district will pay any amount over that rate. The district will be billed directly from the fuel supplier for any amount above the base rate, effective September 15, 2005.

Seconded by Mrs. Mary Ruth Wilson

31a. Mr. Kenneth J. Mitchell, president, acknowledged the audience for public comment to the following:

Dr. John A. Fabre moved the following:

1. Propose the board set a base rate of \$1.90 per gallon for bus contractors' fuel and the district will pay any amount over that rate. The district will be billed directly from the fuel supplier for any amount above the base rate, effective September 15, 2005.

Seconded by Mrs. Mary Ruth Wilson

No response from the audience.

31b. Dr. John A. Fabre moved the following:

1. Propose the board set a base rate of \$1.90 per gallon for bus contractors' fuel and the district will pay any amount over that rate. The district will be billed directly from the fuel supplier for any amount above the base rate, effective September 15, 2005.

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

32. Mrs. Mary Ruth Wilson moved the following:

2. Propose the board accept the revised job description for department chairperson for curriculum and instruction.

Seconded by Dr. John A. Fabre

32.a. Mr. Kenneth J. Mitchell president, acknowledged the audience for public comment to the following:

32. Mrs. Mary Ruth Wilson moved the following:

2. Propose the board accept the revised job description for department chairperson for curriculum and instruction.

Seconded by Dr. John A. Fabre

No response from the audience.

32b. Mrs. Mary Ruth Wilson moved the following:

2. Propose the board accept the revised job description for department chairperson for curriculum and instruction.

Seconded by Dr. John A. Fabre and passed 8-0.

33. Mr. Kenneth J. Mitchell, president, called for a motion to adjourn the regular board meeting of September 14, 2005.

34. Mrs. Mary Ruth Wilson moved to adjourn the regular board meeting of September 14, 2005.

Seconded by Mr. Thomas E. Vizza and passed 8-0. (Regular board meeting adjourned at 7:27 p.m.).

Mrs. Lynda N. Barrett, Secretary of the DuBois Area School Board

DEBOIS AREA SCHOOL DISTRICT

Office of the Superintendent



A-4

DATE: September 15, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent
RE: ANNOUNCEMENT OF VACANCIES

* **(3) BUS AIDES**
1393 hours per year

(For information, contact Carole Y. Preston, special education director.)

TEACHER AIDE (Library) – Luthersburg Elementary School
720 hours per year

(For information, contact Shawna Grim, principal.)

TEACHER AIDE (Library) – Highland Elementary School
612 hours per year

(For information, contact Elizabeth Shindledecker, principal.)

SECRETARY (Virtual School Program/Title I)
2080 hours per year

(For information, contact Carla Penman, director of Virtual Academy/Barbara Jo Smith, director of federal programs.)

ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR BEFORE 4:00 P.M., SEPTEMBER 22, 2005.

ARBITRATION EXHIBIT A-4

A-4

A-5

AGENDA (continued)

27. Mrs. Mary Ruth Wilson moved the following:
18. Propose the board ratify the board president's signature on the replacement deed for the Wilson School property.
Seconded by Mr. John M. Yount and passed 9-0.
28. Mrs. Mary Ruth Wilson moved the following:
19. Propose the board approve to increase the hours for the fifty-five (55) Identified positions to 1640 hours pursuant to Article XI, (Section 1,B of the DuBois Educational Support Personnel Association ESPA-PSEA-NEA and DuBois Area School Board Contract 2 Year Agreement; July 1, 2001 to June 30, 2003), based on the operational needs of the district effective the 2005-2006 school year.
(1) Teacher Aide - DuBois Senior High School - 1640 hours
(1) Teacher Aide - M.I.S. Department - 1640 hours
(5) Title I Teacher Aides - 1640 hours
(20) Special Education Teacher Aides - 1640 hours
(5) Secretaries - DuBois Area Middle School - 1640 hours
(7) Secretaries - DuBois Area Senior High School - 1640 hours
(12) Secretaries - Elementary Buildings - 1640 hours
(2) Secretaries - Special Education - 1640 hours
(1) Secretary - Transportation Office, Senior High - 1640 hours
(1) Secretary - Pupil Personnel Services - 1640 hours
Seconded by Mr. Dennis V. Raybuck and passed 9-0.
29. Mr. Kenneth J. Mitchell, president, acknowledged the board and administration for questions or comments. Mrs. Sharon L. Kirk, Superintendent, commented that the school year was off to a great start. Mr. E. Lloyd McCreight commented on the Jeff-Tech opening of school year.
30. Mr. Kenneth J. Mitchell, president, called for a motion to adjourn the regular board meeting.
31. Mr. Dennis V. Raybuck moved to adjourn the regular board meeting of August 24, 2005.
Seconded by Mr. Thomas E. Vizza and passed 9-0. (Regular board meeting of August 24, 2005 adjourned at 7:30 p.m.).

Mrs. Lynda N. Barrett, Secretary of the DuBois Area School Board

ARBITRATION EXHIBIT A-5

A-5

INITIAL DISTRICT PROPOSAL

COLLECTIVE BARGAINING AGREEMENT BETWEEN

DuBOIS AREA SCHOOL DISTRICT

AND

**DuBOIS EDUCATION SUPPORT PERSONNEL ASSOCIATION
ESPA-PSEA-NEA**

Proposal Presented on February 21, 2001

The District reserves the right to add, revise or amend proposals during the course of negotiations either in response to or in addition to those issues addressed by the Association. Where this proposal does not specifically address an issue raised in the Association's proposal, the Union provision is not agreeable to the district.

ARBITRATION EXHIBIT A-6

ARTICLE II PART B, SECTION 3. PROCEDURE

B. Submission of Complaints

Revise to read as follows:

All formal complaints for Secretary/Aides shall be submitted at Level I to the Building Principal in charge.

ARTICLE IV – EMPLOYEE RIGHTS, SECTION 4. SENIORITY & SERVICE

B. Broken Service

Add new subparagraph (f) as follows:

(f) work in different bargaining unit does not constitute a break in service.

ARTICLE V – JOB SECURITY/JOB PROGRESSION SECTION 1. PROMOTIONS AND VACANCIES

D. Trial Period

Revise to include the following:

A successful applicant must prove his ability to perform the functions, duties, and responsibilities of the job to the satisfaction of the District. The District return an employee to his former position any time during the twenty (20) work day trial period. Employees who fail to qualify within the prescribed twenty (20) work day period shall be permitted to return to their former classification without loss of their seniority. If the employee requests to be returned to his former job within the twenty (20) work day period, he shall be permitted to return without loss of seniority, provided he makes such request in writing and states the reasons for the return.

ARTICLE V – JOB SECURITY/JOB PROGRESSION SECTION 1. PROMOTIONS AND VACANCIES

Add a new provision as Subparagraph G.

G. When a position is posted for bid and an employee bids the position, the employee may withdraw the bid on or before the last day that the bids are to be submitted to the superintendent's office.

If an employee is notified that he/she is the successful bidder, the employee must take the position and begin the trial period as defined in the contract. After the trial period begins, the employee may deny the bided position as per contract.

If an employee bids the position and receives the position, the trial period must begin. No withdraws will be accepted after the closing of a posted position.

ARTICLE VII – ELIGIBILITY FOR BENEFITS

SECTION 1. FULL-TIME EMPLOYEES .

All employees regularly scheduled to work ~~twenty-five (25)~~ thirty (30) or more hours per week shall receive appropriate salaries/benefits for classification.

SECTION 3. RETENTION OF BENEFITS .

Any employee who must bump into a position of less than ~~twenty-five (25)~~ thirty (30) hours per week in order to retain a job due to school closing or reduction in force shall not lose any contractual entitlements provided said employee exercises his bidding rights to apply for the next full-time ~~twenty-five (25)~~ thirty (30) hours/week or more position that opens in their classification.

SECTION 4. EXCLUSIONS OF BENEFITS .

Exclusion of benefits and exceptions for employees working less than ~~twenty-five (25)~~ thirty (30) hours per week shall be noted in Section 1 of each affected article.

ARTICLE VIII – PAID LEAVES OF ABSENCE

SECTION 1. LIMITATIONS OF BENEFITS .

Employees working less than ~~twenty-five (25)~~ thirty (30) hours per week shall receive only three (3) sick days per year and shall receive only three (3) bereavement leave days for death in the immediate family and one (1) bereavement leave day for death of a near relative in accordance with the provisions of Section 3. In addition, part-time employees shall receive one (1) Personal Day specified in Section 8.

ARTICLE X –PAID HOLIDAYS AND VACATIONS

SECTION 1. LIMITATIONS OF BENEFITS .

Part-time employees working less than ~~twenty-five (25)~~ thirty (30) hours per week shall not receive paid holiday and vacations as listed in this article.

SECTION 2. HOLIDAYS .

A. TWELVE (12) MONTH EMPLOYEES .

All twelve (12) month employees shall receive the following paid holidays.

Independence Day	December 24
Labor Day	Christmas Day
Thanksgiving Day	One (1) additional day during the Christmas recess
Fri. After Thanksgiving	New Year's Day
1st day of Buck Season	Good Friday
1st day of Doe Season	Memorial Day

B. ~~NINE (9) AND TEN (10) MONTH EMPLOYEES.~~

~~All nine (9) and ten (10) month employees shall be eligible for the following paid holidays:~~

B. SCHOOL TERM EMPLOYEES

School term employees shall be eligible for the following paid holidays:

Thanksgiving Day	One (1) additional day during the Christmas recess
Fri. After Thanksgiving	New Year's Day
1st day Buck Season	Good Friday

ARTICLE XI - HOURS AND OTHER CONDITIONS OF EMPLOYMENT

SECTION 1. WORK YEAR .

A. TWELVE (12) MONTH WORK YEAR.

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

B. NINE MONTH (9) WORK YEAR.

B. SCHOOL TERM EMPLOYEES WORK YEAR.

1. The normal work year for other full-time-nine (9) month school term employees shall be seven (7) hours per day, excluding lunch, for a total of from 1,309 hours to 1440 hours per year. The base year shall be 180 days times X 7 hours plus + 7 holidays X 7 hours.

C. EXTENDED WORK YEAR .

Employees who are required to work beyond said 180 day year school term employee schedule shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 1/2) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one half (3 1/2) hours on a voluntarily basis. It is understood and agreed that employees may request compensatory time off in lieu of pay.

ARTICLE XII – WAGES

SECTION 1. WAGE SECHEDULES

Wage increase on average of 2% increase

2001-2002	2%
2002-2003	2%
2003-2004	2%

ARTICLE XIII – ECONOMIC BENEFITS

SECTION 1.LIMITATIONS OF BENEFITS .

Employees working less than twenty-five (25) thirty (30) hours per week shall not receive insurance benefits as listed in this article.

SECTION 3.BLUE CROSS AND BLUE SHIELD .

The Board shall pay the cost of the Blue shield and Blue Cross, 365 day Service and Master Plan U a group health insurance plan, including Major Medical for the individual and dependents. The Board also agrees to purchase additional coverage which provides for a \$1,000,000.00 Major Medical limit, allergy testing and emergency room follow-up.

Hospitalization for any employee 65 years of age or older shall be subject to the carrier's limitations. Upon retirement, with a minimum of ten (10) years service, unless waived by the Board, an employee may continue in the Group Health Insurance Plan until age 65. Checks for the quarterly premium shall be submitted to the school office in the month preceding the quarter for which payment is being made.

During the term of the agreement the District shall contribute the following amounts towards the monthly premium payment for medical insurance coverage as follows:

Individual	\$250 per month
Parent and Children	\$550 per month
Husband and Wife	\$550 per month
Family	\$570 per month

Any cost above the aforementioned contribution by the District shall be the responsibility of the employee which shall be made through appropriate payroll deductions.

Employer is responsible for payment of the premium only.

Major Medical Deductible shall be increased to \$250 per person.

In all respects, levels and types of coverage shall be subject to carrier availability and the operating policies and procedures of the carrier.

(Moved) SECTION 4.DENTAL .

The District shall pay the full cost of a dental plan comparable to Delta Dental Basic Plan II for each employee, plus 50% Major Restorative and Prosthodontics.

ARTICLE XIII-A - OTHER ECONOMIC BENEFITS

Moved: SECTION 1.RETIREMENT BONUS .

Each member of the bargaining unit who has the required years of continuous service, excluding leaves of absences with the DuBois Area School District, shall receive a retirement bonus to be added to their final year's salary, provided a written notice of retirement is submitted and received by the Board prior to April First or ninety (90) days prior to retirement, which is officially accepted and recorded in the minutes of the

Board. This payment shall be made on or before June 30 of the last pay of the employee. Schedule of Benefits shall be pro-rated on 1309 hours and shall be as follows:

10 yrs. continuous service	\$ 800.00
18 yrs. continuous service	\$1,440.00
25 yrs. continuous service	\$2,000.00

APPENDIX B - CATEGORIES OF PERSONNEL

SECTION 1: SECRETARIES

	A. Full-Time	
Changed from 9 month	<u>School term</u> work	<u>1,309 hours to 1440 hours</u> per year
	12 month work	2,080 hours per year
	B. Part-time	
	Minimum hours of	360 hours per year

SECTION 2: HALL MONITORS AND TEACHER AIDS

	A. Full-time	
Changed from 9 month	<u>School term</u> work	1,309 hours per year
	B. Part-time	
	Minimum hours of	360 hours per year

SECTION 3: CAFETERIA AIDS

	A. Part-time	
	Minimum hours of	360 hours per year

SECTION 4: HEALTH AIDS

	A. Full-time	
Changed from 9 month	<u>School term</u> work	1,309 hours per year
	B. Part-time	
	Minimum hours of	360 hours per year

SECTION 5: CHILD SPECIFIC AND BUS AIDS

	A. Full-time	
Changed from 9 month	<u>School term</u> work	1,309 hours per year
	B. Part-time	
	Minimum hours of	360 hours per year

Tentative Agreement

A-7

Subject to the approval of the entire contract by the DuBois Area School District and the DuBois Educational Support Personnel Association, it is hereby agreed that Secretarial Hours Beginning 2001-2002 School Year, shall read as follows:

SECRETARIAL HOURS BEGINNING 2001-2002 SCHOOL YEAR

Delete Listing of Hours

June Beagle 2/25/03

Association Representative/Date

Carl S. Head 2-25-03

Board Representative/Date

ARBITRATION EXHIBIT A-7

Professional
D-8

DUBOIS AREA SCHOOL BOARD PROPOSAL
FOR A COMPREHENSIVE SETTLEMENT
OF THE DUBOIS EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
ESPA-PSEA-NEA CONTRACT

"This Comprehensive Settlement offer is valid only if and when it has been accepted by both the DUBOIS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION ESPA-PSEA-NEA and THE DUBOIS AREA SCHOOL BOARD." This comprehensive settlement agreement is offered on an as is basis and any change or modification to this offer may adversely change the remainder of the items in the offer.

Where this proposal does not specifically alter or amend the current Agreement, it is the intent of the DuBois Area School Board that the provisions of such Agreement shall continue in full force and effect during the successor agreement without change, except in cases where it may be necessary to amend current language to clarify what has been agreed to here.

**DUBOIS EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
ESPA-PSEA-NEA**

and

DUBOIS AREA SCHOOL BOARD

8 Year Agreement:
July 1, 2003 to June 30, 2011

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C. ENTITLEMENT AND TERMINATION.

Employees shall be entitled to vacation time as scheduled above based on their past service as of July 1 each year. If an employee's employment is terminated prior to the time he has received his earned vacation period, he shall be paid for all such accumulated vacation time on a pro-rated basis for all completed months from the July 1 date to his date of termination. However, if any employee quits his position without at least one (1) week's notice or is discharged for cause, he shall forfeit such accumulated vacation pay.

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D. HOLIDAY DURING VACATION.

If a recognized holiday occurs during the employee's vacation period, such holiday shall not be charged against the employee's vacation time.

E. VACATION PAY.

A working day's vacation pay shall be equivalent to the employee's regular shift payment. Daily scheduled hours not to exceed eight (8) times the employee's straight time hourly rate.

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F. ACCUMULATED VACATION.

Employees may carry-over a maximum of five (5) vacation days on to the next contract year. At no time shall an employee's accumulated vacation time exceed five (5) days beyond his contractual entitlement for any given contract year.

ARTICLE XI - HOURS AND OTHER CONDITIONS OF EMPLOYMENT**SECTION 1. WORK YEAR.****A. TWELVE (12) MONTH WORK YEAR.**

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

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B. SCHOOL TERM EMPLOYEES WORK YEAR.

1. The normal work year for full-time school term employees shall be eight (8) hours per day, excluding lunch, for a total of 1640 hours per year. The base year shall be 205 days times (X) 8 hours plus (+) 7 holidays (X) 8 hours.

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a. WORK WEEK.

The regular work week for employees shall be as follows:

1. Secretaries

Full Time	8 hrs/day	1,640 - 2080 hrs/yr
Part Time	2 hrs/day minimum	540 hrs/yr minimum

2. Aides

Full-time	8 hrs/day	1,640 - 2080 hrs/yr
Part-time	2 hrs/day minimum	540 hrs/yr minimum

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Note: Secretaries and Aides (both full time) will become 40 hrs per week for 41 weeks per year (1640 hrs) upon acceptance of this contract. Should it become necessary for the DASD to have them become 2080 hour employees then they will be considered 12 month employees and gain all of the benefits offered to twelve month employees in this contract, including vacations. In any case the secretaries and aides will either be 1640 hours or they will be 2080 hours, nothing in between.

APPENDIX A - WAGES

SECTION 1. STARTING WAGE.

The following starting rates will be in effect for the duration of the contract:

Secretaries	<u>\$9.50</u>
Hall Monitors and Teacher Aides	<u>\$9.00</u>
Cafeteria Aides	<u>\$8.00</u>
Health Aides	<u>\$10.50</u>
Child Specific and Bus Aides	<u>\$9.00</u>

**Any employee in an above referenced position will that is currently being paid less than the starting rates shown above will be raised up to that rate upon acceptance of the contract.

SECTION 2. WAGES INCREASES PER HOUR

All employees will be given an annual increase in their wages of 3.25 % over the term of this agreement.

**In addition, in order to compensate qualified employees for co-pay participation in the health care coverage the DASD Board has agreed to offer the employee a one time offset payment of \$0.42 per hour in the first year of the agreement; \$0.59 per hour in the second year of the agreement; and \$0.76 in the third year of the agreement. These payments will remain a permanent part of the employees compensation.

APPENDIX B - CATEGORIES OF PERSONNEL

SECTION 1: SECRETARIES

- A. Full-Time

School Term work.....	1,640 hours per year
12 month work	2,080 hours per year
- B. Part-time

Minimum hours of	360 hours per year
------------------------	--------------------

SECTION 2: HALL MONITORS AND TEACHER AIDES

- A. Full-time

School term work	1,640 hours per year
------------------------	----------------------
- B. Part-time

Minimum hours of	360 hours per year
------------------------	--------------------

Deleted: July 1, 2001 to June 30, 2003

SECTION 3:CAFETERIA AIDES

- A. Part-time
Minimum hours of 360 hours per year

SECTION 4:HEALTH AIDES

- A. Full-time
School term work 1,640 hours per year
- B. Part-time
Minimum hours of 360 hours per year

SECTION 5:CHILD SPECIFIC AND BUS AIDES

- A. Full-time
School term work 1,640 hours per year
- B. Part-time
Minimum hours of 360 hours per year

*****RETROACTIVITY WAS TAKEN OFF THE TABLE AT THE AUGUST 10, 2005 MEETING OF THE DASD BOARD OF DIRECTORS MEETING BY A VOTE OF 9-0. AS OF THIS MOMENT IT IS NOT ON THE TABLE AS AN OPTION FOR THIS CONTRACT.**

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1

**SECRETARIAL HOURS 1
BEGINNING 2001-2002 SCHOOL
YEAR 1**

1

1 C G JOHNSON . . . 1340 HOURS . 1
1 1340 HOURS . 1

1 HIGHLAND . . . 1353 HOURS . 1

1 JUNIATA . . . 1340 HOURS . 1
1 1340 HOURS . 1

1 LUTHERSBURG . . . 1343 HOURS . 1
1 1

1 OKLAHOMA . . . 1340 HOURS . 1
1 1340 HOURS . 1

1 PENFIELD . . . 1343 HOURS . 1

1 SYKESVILLE . . . 1343 HOURS . 1
1 1

1 WASSON . . . 1340 HOURS . 1
1 1340 HOURS . 1

1 PUPIL PERSONNEL . . 1421 HOURS . 1

1 CAFETERIA . . . 1386 HOURS . 1
1 1

1 SPECIAL EDUCATION . . 2080
HOURS . 1
1 2080 HOURS . 1

1 1351 HOURS . 1
1 1351 HOURS . 1

1 1 MAINTENCE-DIST OFF . . 1440
HOURS . 1

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DuBois Area School District

Regular Board Meeting
of
October 12, 2005



An Initiative of the Pennsylvania School Boards Association

ARBITRATION EXHIBIT A-9

Regular Board Meeting Of October 12, 2005AGENDA (continued)

3. Propose the board change the hours for the food service worker position at C.G. Johnson Elementary School from 3.75 hours per day to 4.75 hours per day, as per the attached memo. (S-2)

APPROVEDDEFERREDREJECTED

4. Propose the board approve the budget transfers, as submitted. (S-3)

APPROVEDDEFERREDREJECTED

5. Propose the board approve the following "Request for Approval of Coursework", as per contract specifications:

- A. Patricia Butkewich, Wasson Elementary School instructor, requesting to take EDU-527: Teaching Students to Get Along, Indiana Wesleyan University, beginning November 11, 2005. Total of three credits.
- B. Cathy McMillen, Wasson Elementary School instructor, requesting to take EDU-527: Teaching Students to Get Along, Indiana Wesleyan University, beginning November 11, 2005. Total of three credits.

APPROVEDDEFERREDREJECTEDREQUEST TO ATTEND CONFERENCE/MEETING

1. Propose the board approve the following conferences:

- A. The following individuals attended Life Space Crisis Intervention Training (LSCI), DuBois Continental Hotel & Conference Center, DuBois, PA on October 6 and 7, 2005. All expenses to be paid with Safe and Drug Free Schools funds. A total of 36 substitutes are needed for two days.

- A. Jaime Anderson
B. Beau Bash
C. Kathleen Blakley
D. Samuel Bundy
E. Robert Burns
F. Shawn Deemer
G. Dorothea Hackett
H. Kelly McCall
I. Vicki Miller
J. Cindy Nicolls
K. Matt Roush
L. Suzanne Sullivan
M. Terry Wingard

- DuBois Area Middle School instructor
DuBois Area Senior High School instructor
Juniata Elementary School Title I instructor
DuBois Area Senior High School instructor
Wasson Elementary School instructor
DuBois Area Senior High School instructor
DuBois Area Middle School instructor
DuBois Area Senior High School instructor
DuBois Area Senior High School instructor

**Memorandum of Understanding
Between
DuBois School District
And
DuBois Area Custodial, Maintenance and Cafeteria
Educational Support Professionals Association PSEA/NEA**

The District has requested to increase the Food Service Worker position at C. G. Johnson Elementary School from 3.75 hours per day to 4.75 hours per day due to increased lunch participation as well as the addition of Head Start meals.

The Association agrees to increase this position only for 2005 – 2006 school year and re-evaluate for next school year.

Under the Contract:

Article VI – Hours and other Conditions of Employment

Section 1: Work Week

B. Cafeteria

The regular work week for Cafeteria Employee shall be as follows:

3. Food Service Workers		
2- 4.5 hrs/day	360.0 hrs/year to	
	810.0 hrs/year	

William C. Claffey
President

Adam Kutz
Superintendent

10/11/05
Date

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

DATE: November 17, 2005

TO: All Principals
All Concerned Personnel

FROM: Mrs. Sharon L. Kirk, Superintendent

RE: ANNOUNCEMENT OF VACANCIES

(2) TEACHER AIDES – DuBois Area Senior High School
2080 hours per year

(For information, contact Timothy A. Glunt, principal, DuBois Area Senior High School.)

TEMPORARY CHILD SPECIFIC AIDE (Elementary)

On an as needed basis

(For information, contact Kathleen Ginther, principal.)

CHILD SPECIFIC AIDE – DuBois Area Senior High School

Part-Time (882 hours)

(For information, contact Carole Y. Preston, special education director.)

TEACHER AIDE – Luthersburg Elementary School

882 hours per year

(For information, contact Shawna Grim, principal.)

SUBSTITUTE CUSTODIAN – Sykesville Elementary School

December 20, 2005 through February 28, 2006

(For information, contact William Harvey, maintenance/custodial supervisor.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., NOVEMBER 30, 2005.**

ARBITRATION EXHIBIT A-10

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

DATE: November 17, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent
RE: ANNOUNCEMENT OF VACANCIES

FOOD SERVICE WORKER – DuBois Area Senior High School
585 hours per year

(For information, contact Jill Smith, food service director.)

CAFETERIA AIDE – C.G. Johnson Elementary School
360 hours per year

(For information, contact Donald Mowrey, principal.)

TEMPORARY TEACHER AIDE – C.G. Johnson Elementary School
Not to exceed 10 hours per week

(For information, contact Donald Mowrey, principal.)

TEACHER AIDE (POOL) – DuBois Area Senior High School
1309 hours per year

(For information, contact Sandy Hack, pool director.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., NOVEMBER 30, 2005.**

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

DATE: November 17, 2005

TO: All Principals
All Concerned Personnel

FROM: Mrs. Sharon L. Kirk, Superintendent

RE: ANNOUNCEMENT OF VACANCY

SUBSTITUTE ELEMENTARY INSTRUCTOR – Sykesville Elementary School
December 12, 2005 through April 28, 2006

(For information, contact Timothy A. Deluccia, administrative assistant to the superintendent.)

WMSK COORDINATOR (Extra-Duty Position) – DuBois Area Middle School

(For information, contact Daniel J. Hawkins, principal, DuBois Area Middle School.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., DECEMBER 1, 2005.**

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

**PLEASE POST
PROFESSIONAL VACANCIES
AS OF NOVEMBER 17, 2005**

PROFESSIONAL

SUBSTITUTE

STAFF ON LEAVE

Speech/Language Pathologist

Effective November 16, 2005, through the end of the 2005-2006 school year

Elementary Instructor – Sykesville Elementary School
For the 2005-2006 school year

Elizabeth VanCuren

Elementary Instructor – Wasson Elementary School
January 3, 2006 through March 27, 2006

Elementary Instructor – Sykesville Elementary School
December 12, 2005 through April 28, 2006

Extra-Duty Positions

Project Specific Instructional Leader

Extra-Duty Vacancy Posting

Interscholastic Winter Sports

Interscholastic Spring Sports

All-School Musical

All-School Drama

WMSK Coordinator

D#1
Board Approved/Opening

Job Title:

Location/hours:

Posting Date:

Person Completing:

Date Due:

Bids:

	Name	Current Position	Position	Hours
1)	<u>SANDY KIEHLMEIER</u>	<u>SECRETARY</u>		
2)	<u>MELINDA ISHMAN</u>	<u>SECRETARY</u>		
3)	<u>SUSAN MAKUFKA</u>	<u>SECRETARY</u>		
4)	_____			
5)	_____			
6)	_____			
7)	_____			
8)	_____			
9)	_____			
10)	_____			

Attach Posting

Date empl. In District	Date empl. In Unit	Years Credit
<u>9-1-82</u>	<u>9-1-82</u>	
<u>11-14-93</u>	<u>11-14-93</u>	
<u>10-9-97</u>	<u>10-9-97</u>	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Applicants:

	Name
1)	_____
2)	_____
3)	_____
4)	_____
5)	_____
6)	_____
7)	_____
8)	_____
9)	_____
10)	_____

11)	_____
12)	_____
13)	_____
14)	_____
15)	_____
16)	_____
17)	_____
18)	_____
19)	_____
20)	_____

Successful Candidate: SANDY KIEHLMEIER

Requires Board Action: _____

Type of Information: _____

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: May 29, 2001

TO: All Principals
All Concerned Personnel

FROM: Mrs. Sharon L. Kirk, Superintendent *JK*

RE: ANNOUNCEMENT OF VACANCIES

SECRETARY - Full-time - (2080 hours per year)

DuBois Area Senior High School

(For information, contact Timothy A. Glunt, DuBois Area Senior High School principal.)

SECRETARY (Senior High School Accounting) - Full-time - (2080 hours per year)

(For information, contact Timothy A. Glunt, DuBois Area Senior High School principal.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR BEFORE
4:00 P.M., JUNE 5, 2001.**

EMPLOYMENT/REASSIGNMENT

ALL HIRINGS CONTINGENT UPON HAVING AN ACCEPTABLE ACT 34 CLEARANCE STATEMENT AND AN ACT 151 CLEARANCE STATEMENT.

32. Mrs. Kimberly A. Clyde moved the following:

1. Upon the recommendation of Mrs. Carole Y. Preston, special education director, propose the board approve hiring Barbara Huwar as a teacher for the 2001 Extended School Year Program to replace John Bojalad who is unable to work as planned.
2. Upon the recommendation of Mrs. Carole Y. Preston, special education director, propose the board approve hiring Keri Snyder as a speech/language pathologist for the 2001 Extended School Year Program.
3. Upon the recommendation of Mr. George E. Tinnick, athletic director, propose the board approve hiring the list of individuals as workers for the 2001-2002 fall sports season, as submitted.
4. Upon the recommendation of Mr. Kenneth Pauling, instructor/pool director, propose the board approve adding Chuck Reese to the list of lifeguards at the DuBois Area Senior High School, pending Act 151 and Act 34 clearances.
5. Propose the board approve adding Dr. William C. Callihan, II to the list of DuBois Area School district physicians.
6. As a result of the bidding process, propose the board approve the change of status for Jennifer Adamson from food service worker at C. G. Johnson Elementary School (three hours per day, up to 540 hours per year) to food service worker at C. G. Johnson Elementary School (3.75 hours per day, up to 675 hours per year), effective the 2001-2002 school year.
7. As a result of the bidding process, propose the board approve the change of status for Kathy Shaffer from food service worker at the DuBois Area Middle School (three hours per day, up to 540 hours per year) to food service worker at the DuBois Area Senior High School (3.5 hour per day, up to 630 hours per year), effective the 2001-2002 school year.
8. Propose the board approve the professional substitute, as submitted.

Seconded by Mr. Darrell E. Clark and passed 9-0.

33. Mr. Darrell E. Clark moved to defer the following:

9. As a result of the bidding process, propose the board approve the change of status for _____ from _____ at _____ to secretary at the senior high school, full-time, (2080 hours per year), effective _____.

Seconded by Dr. James M. Martino and deferred 9-0.

34. Mr. Darrell E. Clark moved the following:

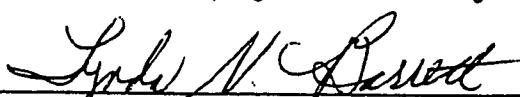
10. As a result of the bidding process, propose the board approve the change of status for Mrs. Sandy Kiehlmeier from 1316 hours at the senior high school to secretary (senior high school accounting), full-time, (2080 hours per year), effective June 14, 2001.

Seconded by Mr. Kenna L. Williams and passed 9-0.

35. Mrs. Rita A. Gutowski, president, acknowledged the board and administration for questions or comments. No response.

36. Mrs. Rita A. Gutowski, president, called for a motion to adjourn the regular board meeting of June 13, 2001.

37. Mr. Burnell L. Muth moved to adjourn the regular board meeting of June 13, 2001. Seconded by Mrs. Kimberly A. Clyde and passed 9-0. (Regular board meeting of June 13, 2001 adjourned at 7:45 p.m.)



Mrs. Lynda N. Barrett, secretary, DuBois Area School Board

RECEIVED MAY 29 2001

May 29, 2001

Mrs. Sharon L. Kirk, Superintendent
DuBois Area School District
500 Liberty Blvd
DuBois, Pa 15801

Dear Mrs. Kirk:

Please consider this my bid on the position of Accounting Secretary, full-time (2080 hours per year) at the Senior High School. Thank you for your consideration.

Sincerely,

Sandy Kiehlmeier
Sandy Kiehlmeier

MAY 30 2001

Sharon Kirk, Superintendent
DuBois Area School District
500 Liberty Boulevard
DuBois, PA 15801

May 29, 2001

Dear Sharon,

Please accept this letter as my bid on both the full-time (2080 hours per year) secretary position and the full-time (2080 hours per year) secretary/accounting position at the high school posted May 29, 2001.

Thank You,



Melinda Ishman

cc: Carole Preston
Tim Glunt

MAY 30 2001

Sharon Kirk, Superintendent
DuBois Area School District
500 Liberty Boulevard
DuBois, PA 15801

May 29, 2001

Dear Sharon,

Please accept this letter as my bid on both the full-time (2080 hours per year) secretary position and the full-time (2080 hours per year) secretary/accounting position at the high school posted May 29, 2001.

Thank You,



Susan Makufka

cc: Carole Preston
Tim Glunt

Regular Board Meeting Of May 23, 2001

AGENDA (continued)

25. Propose the board change the position of secretary to the principal at the senior high school from full-time, nine month (1309 hours per year) to full-time, 12-month (2080 hours per year), effective July 1, 2001.

APPROVED

DEFERRED

REJECTED

26. Propose the board change the position of secretary - accounting at the senior high school from 658 hours per year to 2080 hours per year, effective July 1, 2001.

APPROVED

DEFERRED

REJECTED

27. Propose the board approve the job description for Secretary (Accounting) at the senior high school, as submitted. (S-15)

APPROVED

DEFERRED

REJECTED

28. Propose the board approve an internship for Penn State student Christina Pearson, for elementary education guidance.

APPROVED

DEFERRED

REJECTED

29. Propose the Board approve the following "Request For Approval of Coursework," as per contract specifications:

- A. Diane Oberlin, special education instructor, requesting to take GC686: Teaching the Skills of the 21st Century, through Gannon University, beginning July 23, 2001. Total of three credits.
- B. Mary Anne Jordan, special education instructor, requesting to take GC686: Teaching the Skills of the 21st Century, through Gannon University, beginning June 4, 2001. Total of three credits.
- C. Patti-Jo Mowrey, elementary instructor, requesting to take G&S597B: Projects in Curriculum and Supervision, through Penn State University, beginning June 14, 2001. Total of three credits.
- D. Marie Drahushak, special education instructor, requesting to take Box It and Bag It I, through Portland University, beginning July 9, 2001. Total of three credits.
- E. Judy Campbell, elementary instructor, requesting to take CG699: Brain Compatible Learning through the Curriculum, "A Laboratory Approach," through Gannon University, beginning June 11, 2001. Total of three credits.

Job Title:

(2) Teacher Aides

Board Approved/Opening

0#2

Location/hours:

11/11 School

Dec. 31, 2005

Posting Date:

11/17/05

Attach Posting

Person Completing:

Date Due:

11/30/05

Bids:

	Name	Current Position	Position	Hours
1)	<u>BRENDA ROY</u>	<u>Tchr. Aide</u>	<u>880</u>	
2)	<u>PAULINE SHINDLER</u>	<u>Tchr. Aide</u>	<u>882</u>	
3)	<u>DONNA BYAR</u>	<u>Tchr. Aide</u>	<u>882</u>	
4)	<u>L. bed (9:15-12)</u>		<u>H.S.</u>	
5)				
6)				
7)				
8)				
9)				
10)				

	Date empl. in District	Date empl. in Unit	Years Credit
1)	<u>9/24/92</u>	<u>9/24/92</u>	
2)	<u>9/2/03</u>	<u>9/2/03</u>	<u>5/6/03</u>
3)	<u>9/2/03</u>	<u>9/2/03</u>	<u>5/15/03</u>
4)			
5)			
6)			
7)			
8)			
9)			
10)			

Successful Candidate:

(1) BRENDA ROY

offer 12-12

Requires Board Action:

(b) DONNA BYAR

offer 12-12

Item of Information:

c:\forms\bid.123

ARBITRATION EXHIBIT D-2

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

- REVISED -

DATE: November 17, 2005

TO: All Principals
All Concerned Personnel

FROM: Mrs. Sharon L. Kirk, Superintendent *JK*

RE: ANNOUNCEMENT OF VACANCIES

(2) TEACHER AIDES – DuBois Area Senior High School
2080 hours per year

(For information, contact Timothy A. Glunt, principal, DuBois Area Senior High School.)

TEMPORARY CHILD SPECIFIC AIDE (Elementary)
On an as needed basis

(For information, contact Kathleen Ginther, principal.)

CHILD SPECIFIC AIDE – DuBois Area Senior High School
Part-Time (882 hours)

(For information, contact Carole Y. Preston, special education director.)

SPECIAL EDUCATION TEACHER AIDE – Luthersburg Elementary School
882 hours per year

(For information, contact Carole Y. Preston, special education director.)

SUBSTITUTE CUSTODIAN – Sykesville Elementary School
December 20, 2005 through February 28, 2006

(For information, contact William Harvey, maintenance/custodial supervisor.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., NOVEMBER 30, 2005.**

EMPLOYMENT/REASSIGNMENT (continued)

4. As a result of the bidding process, propose the board approve the change of status for Eunice Long from bus aide (882 hours per year) to child specific aide at the DuBois Area Senior High School (882 hours per year) effective on or after December 26, 2005.
5. As a result of the bidding process, propose the board approve the change of status for Lisa R. Reed from cafeteria aide at Oklahoma Elementary School (360 hours per year) to teacher aide (library) at Highland Elementary School (612 hours per year) effective on or after December 26, 2005.
6. As a result of the bidding process, propose the board approve the change of status for Brenda Roy from teacher aide at the DuBois Area Senior High School (882 hours per year) to teacher aide at the DuBois Area Senior High School (2080 hours per year) effective December 12, 2005.
7. As a result of the bidding process, propose the board approve the change of status for Donna Barr from special education teacher aide (gifted) at the DuBois Area Middle School (882 hours per year) to teacher aide at the DuBois Area Senior High School (2080 hours per year) effective on or after December 26, 2005.
8. Propose the board approve hiring Virginia Buhite as temporary child specific aide at Sykesville Elementary School (on an as needed basis) effective on or after December 26, 2005.
9. Propose the board approve hiring Elizabeth Bundy for the after school performing arts program in the elementary schools.
10. Propose the board approve hiring Derek Martin as custodian at the DuBois Area Senior High School (2 -12 hour shifts, 1248 hours per year) effective on or after December 26, 2005.
11. Propose the board approve hiring Sam Marrara as custodian at the DuBois Area Senior High School (2-12 hours shifts, 1248 hours per year) effective on or after December 26, 2005.
12. Upon the recommendation of the elementary principals, propose the board approve hiring the following individuals for the High Achiever Program (not to exceed 7 hours per day, 2 days per week) for the 2005-2006 school year.
 - A. Charlene Gresock
 - B. Deborah Finalle
13. Upon the recommendation of Mr. Donald L. Mowrey, elementary principal, propose the board approve hiring the following individuals as temporary teacher aides at C.G. Johnson Elementary School for the 2005-2006 school year.
 - A. Sharon McKay Not to exceed 5 hours per week
 - B. Mary Baummer Not to exceed 5 hours per week
14. Propose the board approve hiring Kenneth Pruitt for the extra-duty position of WMSK coordinator for the 2005-2006 school year effective immediately.
15. Upon the recommendation of Mr. Timothy A. Glunt, DuBois Area Senior High School principal, propose the board approve hiring the following individuals for extra-duty positions for the 2005-2006 school year, as per contract:

A. Indoor Colorguard Director	Jennifer Keith
B. Indoor Colorguard Advisor	Nicole Neidlinger
C. Indoor Colorguard Technician	Cassie Park
D. Indoor Percussion Director	Richard Kane
16. Upon the recommendation of Ms. Sandy Kiehlmeier, intramural program director, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the intramural program for the 2005-2006 school year, as per contract:

Intramural Spirit Squad (7th/8th)

Lawrie Stephens

Intramural Basketball (Elementary)

 - A. Bill Barton
 - B. Andy Collins
 - C. Bill Clark
 - D. Robert Burns

EMPLOYMENT/REASSIGNMENT (continued)

4. As a result of the bidding process, propose the board approve the change of status for Eunice Long from bus aide (882 hours per year) to child specific aide at the DuBois Area Senior High School (882 hours per year) effective on or after December 26, 2005.
5. As a result of the bidding process, propose the board approve the change of status for Lisa R. Reed from cafeteria aide at Oklahoma Elementary School (360 hours per year) to teacher aide (library) at Highland Elementary School (612 hours per year) effective on or after December 26, 2005.
6. As a result of the bidding process, propose the board approve the change of status for Brenda Roy from teacher aide at the DuBois Area Senior High School (882 hours per year) to teacher aide at the DuBois Area Senior High School (2080 hours per year) effective December 12, 2005.
7. As a result of the bidding process, propose the board approve the change of status for Donna Barr from special education teacher aide (gifted) at the DuBois Area Middle School (882 hours per year) to teacher aide at the DuBois Area Senior High School (2080 hours per year) effective on or after December 26, 2005.
8. Propose the board approve hiring Virginia Buhite as temporary child specific aide at Sykesville Elementary School (on an as needed basis) effective on or after December 26, 2005.
9. Propose the board approve hiring Elizabeth Bundy for the after school performing arts program in the elementary schools.
10. Propose the board approve hiring Derek Martin as custodian at the DuBois Area Senior High School (2 -12 hour shifts, 1248 hours per year) effective on or after December 26, 2005.
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12. Upon the recommendation of the elementary principals, propose the board approve hiring the following individuals for the High Achiever Program (not to exceed 7 hours per day, 2 days per week) for the 2005-2006 school year.
 - A. Charlene Gresock
 - B. Deborah Finalle
13. Upon the recommendation of Mr. Donald L. Mowrey, elementary principal, propose the board approve hiring the following individuals as temporary teacher aides at C.G. Johnson Elementary School for the 2005-2006 school year.
 - A. Sharon McKay Not to exceed 5 hours per week
 - B. Mary Baummer Not to exceed 5 hours per week
14. Propose the board approve hiring Kenneth Pruitt for the extra-duty position of WMSK coordinator for the 2005-2006 school year effective immediately.
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A. Indoor Colorguard Director	Jennifer Keith
B. Indoor Colorguard Advisor	Nicole Neidlinger
C. Indoor Colorguard Technician	Cassie Park
D. Indoor Percussion Director	Richard Kane
16. Upon the recommendation of Ms. Sandy Kiehlmeier, intramural program director, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the intramural program for the 2005-2006 school year, as per contract:

Intramural Spirit Squad (7th/8th)

Lawrie Stephens

Intramural Basketball (Elementary)

 - A. Bill Barton
 - B. Andy Collins
 - C. Bill Clark
 - D. Robert Burns

AGENDA (continued)

12. Mr. John M. Yount moved the following:

6. As per tax collector and board member review, propose the following Per Capita tax exonerations for 2005 (2005-2006 school year) be approved at \$10.00 each:

2005 Tax Year Exonerations for Per Capita Tax	Tax Rate	10.00	Reason
Bloom Township	1	\$10.00	1 Medical
Brady Township	1	\$10.00	1 Income
City of DuBois	3	\$30.00	3 Income
Falls Creek	0	\$0.00	
Huston Township	0	\$0.00	
Reynoldsville	12	\$120.00	12 Income
Sandy Township	1	\$10.00	1 Income
Sykesville	2	\$20.00	1 Medical, 1 Income
Troutville	0	\$0.00	
Union Township	0	\$0.00	
Winslow Township	0	\$0.00	
Totals:		20	\$200.00

Seconded by Mr. Dennis V. Raybuck and passed 9-0.

13. Mr. John M. Yount moved the following:

7. Propose the board approve an after school program for the Performing Arts at the elementary schools beginning the second semester of the 2005-2006 school year, not to exceed \$12,000.00. (15 – 1 hour events at each elementary school) (to be coordinated with the senior high Theatre Arts Program and students)
8. Propose the board create two full-time (2080 hours per year) teacher aide, positions at the DuBois Area Senior High School.
9. Propose the board create a temporary child specific aide position for an elementary child on an as needed basis, to be paid out of ADA funds.
10. Upon the recommendation of Carole Y. Preston, special education director, propose the board create a part-time (882 hours) child specific aide position at the DuBois Area Senior High School for the 2005-2006 school year. (The district will be reimbursed by Brookville Area School District.)
11. Propose the board authorize the superintendent to negotiate a training session with PATHWISE ®: Framework Institutes Training to Lead, around the work of Charlotte Danielson, not to exceed \$15,000.00.
12. Propose the board establish a district Wellness Committee as per the requirements of the Child Nutrition and WIC Reauthorization Act.

Seconded by Mr. Dennis V. Raybuck and passed 9-0.

14. Mr. John M. Yount moved to Defer the following:

13. Propose the board approve the DuBois Area High School Course Selection Guide for the 2006-2007 school year

Seconded by Mr. Dennis V. Raybuck and passed 9-0.

15. Mr. John M. Yount moved the following:

14. Propose the board approve the budget transfers, as submitted.

Seconded by Mrs. Mary Ruth Wilson and passed 9-0.

REQUEST TO ATTEND CONFERENCE/MEETING

16. Mr. Darrell E. Clark moved the following:

1. Propose the board approve the following conferences:
- Marianne Konior, DuBois Area Middle School assistant principal, attended 4Sight Benchmark video conference, IU-6, Clarion, PA on October 20, 2005. Estimated expenses \$32.40.
 - Michael Mancuso, DuBois Area Senior High School instructor, and Anne Smith, gifted instructor, attended PA Junior Academy of Science Coaches meeting, Altoona, PA on October 27, 2005. Estimated expenses \$70.00.
 - Jeffrey McCombie, pupil personnel director, attended PA Association of Pupil Services Administration Workshop: Legal Issues and Challenges Facing Pupil Services, Pittsburgh, PA on October 28, 2005. Estimated expenses \$240.88.

November 22, 2005

Mrs. Kirk,

I would like to bid on one of the Full Time Teacher Aide positions at the Senior High School with a total of 2080 hours. I am currently working at the high school as a part time Special Education Teacher Aide.

Thank you,

Dottie Shindledecker
401 Fuller Ave/
Falls Creek, PA 15840
371-4993

cc: tg

Danette Farrell

From: Donna Barr
Sent: Thursday, December 15, 2005 8:54 AM
To: Danette Farrell
Subject: High School position

Danette,

I didn't get a chance to call this morning and our phones over here at the middle school cannot call out from the room, I hope this is okay to contact you through e-mail. I would appreciate it if you could tell Mrs. Kirk that I will take the position at the High School. Please call me if I need to do anything, they can call the room from the office. Could you please let me know if you get this?

Thank you,
Donna Barr

NOV 29 2005

November 23, 2005

I would like to express my interest in the full time Teacher Aide positions that were recently posted for the High School. I am currently in my third year as the teacher's aide for the Secondary Gifted Program. I have been employed with the DuBois Area School District for seven years.

I appreciate your consideration for this position. I can be reached at the Middle School at 375-8770 or at my home at 375-9143.

Respectfully,



Donna Barr

Job Title: 1/17/2005

Location/hours: 1/17/2005

Posting Date: 1/17/2005

Person Completing: 1/17/2005

Date Due: 1/17/2005

Board Approved/Opening

1/17/2005

1/17/2005

Attach Posting

Bids:	Name	Current Position	Position Hours	Date empl. in District	Date empl. in Unit	Years Credit
1)	<u>DONNA BAKER</u>	<u>Teach 100%</u>		<u>9/12/03</u>	<u>10/1/03</u>	
2)	<u>Patricia BREWER</u>	<u>Teach 100%</u>		<u>2/1/05</u>	<u>2/1/05</u>	
3)						
4)						
5)						
6)						
7)						
8)						
9)						
10)						

Successful Candidate: Patricia BREWER

Requires Board Action: 1/17/2005

Item of Information: 1/17/2005

c:\forms\bid.123

ARBITRATION EXHIBIT D-3

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: September 15, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent *SK*
RE: ANNOUNCEMENT OF VACANCIES

(3) BUS AIDES

1393 hours per year

(For information, contact Carole Y. Preston, special education director.)

TEACHER AIDE (Library) – Luthersburg Elementary School

720 hours per year

(For information, contact Shawna Grim, principal.)

TEACHER AIDE (Library) – Highland Elementary School

612 hours per year

(For information, contact Elizabeth Shindledecker, principal.)

SECRETARY (Virtual School Program/Title I)

2080 hours per year

(For information, contact Carla Penman, director of Virtual Academy/Barbara Jo Smith, director of federal programs.)

ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR BEFORE 4:00 P.M., SEPTEMBER 22, 2005.

EMPLOYMENT/REASSIGNMENT (continued)

24. Mr. E. Lloyd McCreight moved the following:

5. As a result of the bidding process, propose the board approve the change of status for the following individuals:

Bus Aides

- A. Karen Bowser 1309 hours to 1393 hours per year
B. Connie Lingenfelter 1309 hours to 1393 hours per year
C. Lori Smith 1309 hours to 1393 hours per year

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

25. Mr. John M. Yount moved the following:

6. As a result of the bidding process, propose the board approve the change of status for Julie Brubaker as secretary for the Virtual School Program (882 hours per year) to secretary for the Virtual School Program/Title I (2080 hours per year) effective on or after October 3, 2005.
7. As a result of the bidding process, propose the board approve the change of status for Debra Hart as teacher aide (library) at Luthersburg Elementary School (612 hours per year) to teacher aide (library) at Luthersburg Elementary School (720 hours per year) effective on or after October 3, 2005.
8. Upon the recommendation of Mr. Timothy A. Glunt, DuBois Area Senior High School Principal, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the extra-duty positions for interscholastic sports for the 2005-2006 school year, as per contract:

Off-Season Conditioning

Brian Clinger Track

Interscholastic Spring Sports

Volleyball (Boys)

Ryan Fulton Varsity Assistant

Volleyball (Girls 7th/8th)

Candice Shofestall Junior High Coach

Track (Boys)

A. Brian Clinger Head Coach

B. Greg Posteraro Varsity Assistant

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

26. Mr. Thomas E. Vizza moved the following:

9. Upon the recommendation of Ms. Sandy Kiehlmeier, intramural program director, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the intramural program for the 2005-2006 school year, as per contract:

Intramural Basketball (6th/7th grade girls)

A. Zac Wilcox

B. Paul Bojalad

Intramural Basketball (7th/8th grade boys)

George Tinnick

Seconded by Mr. Darrell E. Clark and passed 8-0.

ADDENDUM TO AGENDA

AGENDA (continued)

27. Mr. Thomas E. Vizza moved to Defer the following:

9. Propose the board change the hours for the food service worker position at C.G. Johnson Elementary School from 3.75 hours per day to 4.75 hours per day, as per the attached memo.
Seconded by Mr. E. Lloyd McCreight and Deferred 8-0.

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: September 29, 2005
TO: Carla Penman, Director of Virtual Academy
Barbara Smith, Director of Federal Programs
FROM: Mrs. Sharon L. Kirk, Superintendent *JK*
RE: Approved Agenda Item – Change of Status

At the regular meeting of the DuBois Area School Board held September 28, 2005, the board approved the following agenda item:

As a result of the bidding process, propose the board approve the change of status for Julie Brubaker as secretary for the Virtual School Program (882 hours per year) to secretary for the Virtual School Program/Title I (2080 hours per year) effective on or after October 3, 2005.

Should you have any questions, please contact me.

SLK/dmf

AGENDA (continued)

10. Mrs. Mary Ruth Wilson moved the following:
 6. Propose the board approve and authorize the business manager to sign the contract with Jefferson-Clarion Head Start, Inc. to provide breakfast and lunch for the head start students at C.G. Johnson Elementary School.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
11. Mrs. Mary Ruth Wilson moved the following:
 7. Propose the board award the vending contract for beverages to Coca Cola. (Pending review of contract by solicitor).
Seconded by Mr. Thomas E. Vizza and passed 7-1, (Voting NAY: Mr. E. Lloyd McCreight).
12. Mr. Dennis V. Raybuck moved the following:
 8. Propose the board authorize the business manager to contract for the purchase of natural gas at the best possible price prior to the current contract expiration on September 30, 2005.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
13. Mr. Dennis V. Raybuck moved the following:
 9. Propose the board create a health/physical education instructor position at Pentz Run (36 days, 5 hours per day). (This is in exchange for a special education instructor position.)
 10. Propose the board adjust the hours for the three full-time bus aides from 1309 hours per year to 1393 hours per year. (This is to provide bus aides for the Extended School Year Program.)
 11. Propose the board change the hours for the teacher aide (library) at Luthersburg Elementary School from 612 hours per year to 720 hours per year.
 12. Propose the board change the hours for the teacher aide (library) at Highland Elementary School from 720 hours per year to 612 hours per year.
 13. Propose the board change the position of secretary for the Virtual School Program from 882 hours per year to 2080 hours per year and add the duties to include Title I secretary (to be paid out of Title I funds).
 14. Propose the board create a position for administrative assistant to the pool director at 2080 hours per year and approve the job description.
 15. Propose the board approve a contribution in the amount of \$2,720.00 to the DuBois Little League for repairs to the senior league field at the DuBois City Park.
 16. Propose the board approve the proposal with the DuBois Soccer Association for the use of their fields at Spider Lake for soccer practice during the 2005 season.
 17. Propose the board change the full-day teacher in-service that is scheduled for October 12, 2005, and reschedule it for October 14, 2005, due to PSAT testing, and change the full-day teacher in-service that is scheduled for February 20, 2006, and reschedule it for February 27, 2006.
 18. Propose the board cancel the scheduled board meeting on October 26, 2005.
Seconded by Dr. John A. Fabre and passed 8-0.
14. Mr. E. Lloyd McCreight moved the following:
 19. Upon the recommendation of Mr. Cas Gudalis, transportation director, propose the board approve paying the following contractors for providing transportation for the Extended School Year program from July 12, 2005 through August 4, 2005 (12 days total).

Clepper Bus Service	\$5,012.28
Charlotte Ford (Brookville)	1,862.58
Linda Bovaird (Brockway)	<u>1,465.20</u>
	\$8,340.06

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.
15. Mr. E. Lloyd McCreight moved the following:
 20. Propose the board approve Mrs. Mary Ruth Wilson as the voting delegate to the Legislative Policy Council at the PASA-PSBA School Leadership Conference 2005. (pending approval of travel request)
Seconded by Mr. Thomas E. Vizza and passed 7-0-1, (Noted as Abstaining: Mrs. Mary Ruth Wilson).

SEP 19 2005

September 19, 2005

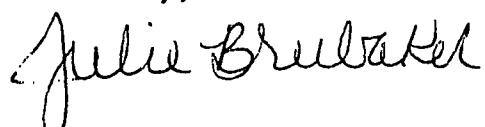
Mrs. Sharon Kirk
Superintendent
DuBois Area School District
500 Liberty Boulevard
DuBois, PA 15801

Dear Mrs. Kirk,

Please accept this letter of intent as my bid for the Secretary -
Virtual School Program/Title I position posted on September 16,
2005.

I have been employed by the school district since October of 2003.
I am currently working as the part-time Secretary for the Virtual
Academy and would like to be considered for the full-time position.
Thank you!

Sincerely,



Julie Brubaker
320 W. Second Avenue
DuBois, PA 15801
(814) 375-4475
jbrubaker@dasd.k12.pa.us

Sept. 16, 2005

SEP 16 2005

I would like to express my interest for the Virtual School Program/Title 1 Secretary position that was recently posted. I am currently in my third year as a Teacher Aide for the Gifted Program at the Middle and High School. This is the 7th year that I've been employed with the DuBois Area School District.

I appreciate your consideration for this position. I can be reached at the Middle School at 375-8770 ext. 2228 or at my home at 375-9143.

Respectfully,

Donna Barr

Donna Barr

Job Title:

Teacher Aides (1111)

Location/hours:

7-1111

7:30 AM - 3:15 PM

Posting Date:

9-15-05

Board Approved/Opening

Sept. 18, 2005

ATT4

Person Completing:

Date Due:

9-22-05

Attach Posting

Bids:

	Name	Current Position	Position	Hours
1)	<u>Debra Hart Teacher Aide</u>	<u>612</u>		
2)	<u>Lisa Reed CAFE Aide</u>	<u>360</u>		
3)	<u></u>			
4)	<u></u>			
5)	<u></u>			
	<u>51</u>			

	Date empl. in District	Date empl. in Unit	Years Credit
1)	<u>10/29/98</u>	<u>10/29/98</u>	
2)	<u>5/23/02</u>	<u>5/23/02</u>	
3)	<u></u>		
4)	<u></u>		
5)	<u></u>		

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: September 15, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent *SK*
RE: ANNOUNCEMENT OF VACANCIES

(3) BUS AIDES

1393 hours per year

(For information, contact Carole Y. Preston, special education director.)

TEACHER AIDE (Library) – Luthersburg Elementary School
720 hours per year *JKL*

(For information, contact Shawna Grim, principal.)

TEACHER AIDE (Library) – Highland Elementary School
612 hours per year

(For information, contact Elizabeth Shindledecker, principal.)

SECRETARY (Virtual School Program/Title I)
2080 hours per year

(For information, contact Carla Penman, director of Virtual Academy/Barbara Jo Smith, director of federal programs.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., SEPTEMBER 22, 2005.**

EMPLOYMENT/REASSIGNMENT (continued)

24. Mr. E. Lloyd McCreight moved the following:

5. As a result of the bidding process, propose the board approve the change of status for the following individuals:

Bus Aides

- A. Karen Bowser 1309 hours to 1393 hours per year
- B. Connie Lingenfelter 1309 hours to 1393 hours per year
- C. Lori Smith 1309 hours to 1393 hours per year

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

25. Mr. John M. Yount moved the following:

6. As a result of the bidding process, propose the board approve the change of status for Julie Brubaker as secretary for the Virtual School Program (882 hours per year) to secretary for the Virtual School Program/Title I (2080 hours per year) effective on or after October 3, 2005.
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8. Upon the recommendation of Mr. Timothy A. Glunt, DuBois Area Senior High School Principal, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the extra-duty positions for interscholastic sports for the 2005-2006 school year, as per contract:

Off-Season Conditioning

Brian Clinger Track

Interscholastic Spring Sports

Volleyball (Boys)

Ryan Fulton Varsity Assistant

Volleyball (Girls 7th/8th)

Candice Shofestall Junior High Coach

Track (Boys)

A. Brian Clinger Head Coach

B. Greg Posteraro Varsity Assistant

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

26. Mr. Thomas E. Vizza moved the following:

9. Upon the recommendation of Ms. Sandy Kiehlmeier, intramural program director, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the intramural program for the 2005-2006 school year, as per contract:

Intramural Basketball (6th/7th grade girls)

A. Zac Wilcox

B. Paul Bojalad

Intramural Basketball (7th/8th grade boys)

George Tinnick

Seconded by Mr. Darrell E. Clark and passed 8-0.

ADDENDUM TO AGENDA

AGENDA (continued)

27. Mr. Thomas E. Vizza moved to Defer the following:

9. Propose the board change the hours for the food service worker position at C.G. Johnson Elementary School from 3.75 hours per day to 4.75 hours per day, as per the attached memo.

Seconded by Mr. E. Lloyd McCreight and Deferred 8-0.

AGENDA (continued)

10. Mrs. Mary Ruth Wilson moved the following:
 6. Propose the board approve and authorize the business manager to sign the contract with Jefferson-Clarion Head Start, Inc. to provide breakfast and lunch for the head start students at C.G. Johnson Elementary School.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
11. Mrs. Mary Ruth Wilson moved the following:
 7. Propose the board award the vending contract for beverages to Coca Cola. (Pending review of contract by solicitor).
Seconded by Mr. Thomas E. Vizza and passed 7-1, (Voting NAY: Mr. E. Lloyd McCreight).
12. Mr. Dennis V. Raybuck moved the following:
 8. Propose the board authorize the business manager to contract for the purchase of natural gas at the best possible price prior to the current contract expiration on September 30, 2005.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
13. Mr. Dennis V. Raybuck moved the following:
 9. Propose the board create a health/physical education instructor position at Pentz Run (36 days, 5 hours per day). (This is in exchange for a special education instructor position.)
 10. Propose the board adjust the hours for the three full-time bus aides from 1309 hours per year to 1393 hours per year. (This is to provide bus aides for the Extended School Year Program.)
 11. Propose the board change the hours for the teacher aide (library) at Luthersburg Elementary School from 612 hours per year to 720 hours per year.
 12. Propose the board change the hours for the teacher aide (library) at Highland Elementary School from 720 hours per year to 612 hours per year.
 13. Propose the board change the position of secretary for the Virtual School Program from 882 hours per year to 2080 hours per year and add the duties to include Title I secretary (to be paid out of Title I funds).

SEP 19 2005

1132 Sunset Lake Road
Rockton, PA 15856
814-583-7224

September 19, 2005

DuBois Area School District
500 Liberty Boulevard
DuBois, PA 15801

RE: Teacher Aide (Library) - Luthersburg

SEP 19 2005

September 19, 2005

Dear Mrs. Kirk:

I am writing this letter to bid on the library teacher aide position at Luthersburg Elementary School.

I am currently employed as an aide at Oklahoma Elementary School.

My home phone number is 371-4748 and my work phone number is 371-3660.

Thank you for your time. I look forward to hearing from you.

Sincerely,



Lisa Reed

Job Title: Secretary

Location/hours: 100% Remote

Posting Date: 7/1/2023

Person Completing: HR

Date Due: 7/18/2023

Board Approved/Opening

9-14-05

Franklinsky
J#5

Attach Posting

Bids:	Name	Current Position			Date empl. in District	Date empl. in Unit	Years Credit
		Position	Hours				
1)	<u>FRAN KUNISKY</u>	<u>SECRETARY</u>	<u>1640</u>		<u>9/1/75</u>	<u>9/1/25</u>	
2)	<u>MELISSA WHITING</u>	<u>SECRETARY</u>	<u>1440</u>		<u>9/1/75</u>	<u>5/1/25</u>	
3)							
4)							
5)							

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: August 25, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent *JK*
RE: ANNOUNCEMENT OF VACANCIES

HEALTH AIDE – DuBois Area Middle School
882 hours per year

(For information, contact Timothy A. Deluccia, administrative assistant to the superintendent.)

TEACHER AIDE (Library) – Highland Elementary School
720 hours per year
Effective September 9, 2005

(For information, contact Elizabeth Shindledecker, principal.)

CUSTODIAN – DuBois Area Senior High School
Effective September 1, 2005
1248 hours per year

(For information, contact William Harvey, maintenance/custodial supervisor.)

FOOD SERVICE WORKER – Wasson Elementary School
Up to 540 hours per year

(For information, contact Jill Kengersky, food service director.)

SECRETARY (Attendance Office) – DuBois Area Senior High School
2080 hours per year

(For information, contact Timothy A. Glunt, principal.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., SEPTEMBER 1, 2005.**

USE OF FACILITIES (continued)

- O. Town and Country 4-H (contact person Debbie McAndrew) requesting to use the Library at the DuBois Area Middle School on the 3rd Wednesday of each month through December 2005 from 6:30 p.m. to 9:00 p.m. for meetings. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
- P. Habitat for Humanity (contact person Jim Dieringer) requesting to use the parking lot/foyer at the DuBois Area Middle School on October 2, 2005, from 12:00 p.m. to 7:00 p.m. to provide refreshments for PA Fiddle Competition. Custodial to be charged. Approval is contingent upon safe weather conditions during the winter months.
- Q. District Health & Wellness Initiative (contact person Janet Sullivan) requesting to use the gymnasium at Wasson Elementary School on Monday evenings through September 2005 from 4:30 p.m. to 6:00 p.m. for yoga classes. Custodial to be charged.

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

RETIREMENT/RESIGNATION

21. Mr. Thomas E. Vizza moved the following:

1. Propose the board approve the resignation of Melissa Gaul, special education teacher aide (gifted), effective August 9, 2005.

Seconded by Mr. E. Lloyd McCreight and passed 8-0.

EMPLOYMENT/REASSIGNMENT

ALL HIRINGS CONTINGENT UPON HAVING AN ACCEPTABLE ACT 34 CLEARANCE STATEMENT AND AN ACT 151 CLEARANCE STATEMENT.

22. Mrs. Mary Ruth Wilson moved the following:

1. Propose the board approve the list of professional and classified substitutes, as submitted.
2. Propose the board approve hiring Elizabeth VanCuren as long-term substitute elementary instructor effective September 1, 2005 through the end of the 2005-2006 school year.
3. Propose the board approve hiring Lindsay Colbey as an elementary instructor effective September 15, 2005.

Seconded by Dr. John A. Fabre and passed 8-0.

23. Mr. Thomas E. Vizza moved the following:

4. Propose the board approve hiring Adam Statler as technology technician for the Virtual School Program (2080 hours per year) effective on or after September 19, 2005, at a salary of \$26,000.00.

Seconded by Dr. John A. Fabre and passed 8-0.

24. Mrs. Mary Ruth Wilson moved the following:

5. Propose the board approve hiring Jill Heffner as administrative assistant to the pool director, 2080 hours per year, at a salary of \$25,000.00 effective on or after September 19, 2005.

Seconded by Dr. John A. Fabre and passed 8-0.

25. Mrs. Mary Ruth Wilson moved the following:

6. As a result of the bidding process, propose the board approve the change of status for Fran Kunisky from secretary (attendance office) at the DuBois Area Senior High School (1640 hours per year) to secretary (attendance office) at the DuBois Area Senior High School (2080 hours per year) retroactive effective July 1, 2005.
7. As a result of the bidding process, propose the board approve the change of status for Barbara Ralston from health aide at C.G. Johnson Elementary School (882 hours per year) to health aide at the DuBois Area Middle School (882 hours per year) effective on or after September 19, 2005.
8. As a result of the bidding process, propose the board approve the change of status for Diane Stoltz from child specific aide at Luthersburg Elementary School (882 hours per year) to child specific aide at the DuBois Area Senior High School (up to 1309 hours per year) effective on or after September 19, 2005.

Seconded by Dr. John A. Fabre and passed 8-0.

ADDENDUM TO AGENDA

AGENDA (continued)

21. Mrs. Mary Ruth Wilson moved the following:
13. Propose the board approve the following "Request for Approval of Coursework", as per contract specifications:
 - A. Christine Noel, DuBois Area Middle School instructor, requesting to take COUN-624: Education Appraisal, Indiana University, beginning fall 2005. Total of three credits.
 - B. Christine Noel, DuBois Area Middle School instructor, requesting to take COUN-629: Group Procedures (Child), Indiana University, beginning fall 2005. Total of three credits.
 14. Propose the board approve the enrollment of L. Hope Barrett, Christinia Divido, and Lucas Smith in the Incentive Program for Masters at Gannon University.
 15. Propose the board approve the enrollment of Lauren Aughenbaugh and Kenneth Pruitt in the Incentive Program for Masters at Penn State University.
- Seconded by Dr. John A. Fabre and passed 9-0.
22. Mrs. Mary Ruth Wilson moved the following:
16. Propose the board approve an increase in hours from 1640 to 2080 for secretary (attendance office), DuBois Area Senior High School.
- Seconded by Mr. John M. Yount and passed 9-0.
23. Mr. Thomas E. Vizza moved the following:
17. Upon the recommendation of the DuBois Area School District's Induction Council, propose the board approve hiring the following staff members as mentor teachers for the 2005-2006 school year, as per contract:
 - A. Luann Chiappelli
 - B. Sandra Gett
 - C. Charles Pasternak, II
 - D. Cathy Solida
- Seconded by Mr. E. Lloyd McCreight and passed 9-0.

RETIREMENT/RESIGNATION (continued)

24. Mrs. Mary Ruth Wilson moved the following:
3. Propose the board approve the resignation of Mary Petrick, teacher aide (library), Highland Elementary School, effective September 9, 2005.
- Seconded by Mr. John M. Yount and passed 9-0.

EMPLOYMENT/REASSIGNMENT (continued)

25. Mr. Dennis V. Raybuck moved the following:
4. As a result of the bidding process, propose the board approve the change of status for James O'Donnell from custodian at the DuBois Area Senior High School (1248 hours per year) to custodian at the DuBois Area Senior High School (2080 hours per year) effective September 1, 2005.
 5. As a result of the bidding process, propose the board approve the change of status for Dianne Robbins from food service worker at Wasson Elementary School (up to 540 hours per year) to food service worker at the DuBois Area Senior High School (up to 585 hours per year) effective the 2005-2006 school year.
 6. Upon the recommendation of Ms. Jill Kengersky, food service director, propose the board approve hiring Michelle Morgan as food service worker at the DuBois Area Middle School (up to 585 hours per year) effective the 2005-2006 school year.
- Seconded by Mrs. Mary Ruth Wilson and passed 9-0.
26. Mr. John M. Yount moved to waive policy regarding late agenda items. Seconded by Mrs. Mary Ruth Wilson and passed 9-0.

August 31, 2005

SEP 01 2005

Sharon Kirk, Superintendent
DuBois Area School District
500 Liberty Avenue
DuBois, PA 15801

RE: Posted Position, Attendance Office – Senior High School

Dear Mrs. Kirk:

I am writing to apply for the 2080 position that is posted for the attendance office.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Frances Kunisky

Frances Kunisky
Senior High School

8/26/05

AUG 26 2005

Chin is interested in getting a division of the
Attala and other necessary at the Beaufort
High School.

Malissa Wren

Job Title:

Guidance Secretary

Board Approved/Opening

Location/hours:

Middle School I

Sept 10, 2003

DAE

Posting Date:

13.23 pm per yr

Attach Posting

Person Completing:

Date Due:

01.07.5.3003

Bids:

	Name	Current Position	Position Hours	Date empl. in District	Date empl. in Unit	Years Credit
1)	<u>DESA CRISTINI</u>	<u>SEC.</u>	<u>882</u>	<u>9/3/2002</u>	<u>9/3/2002</u>	
2)						
3)						
4)						
5)						
6)						
7)						
8)						
9)						
10)						

Successful Candidate:

DESA CRISTINI

Requires Board Action:

Item of Information:

c:\forms\bid.123

ARBITRATION EXHIBIT D-6

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: August 28, 2003

TO: All Principals
All Concerned Personnel

FROM: Mrs. Sharon L. Kirk, Superintendent *SK*

RE: ANNOUNCEMENT OF VACANCIES

SUBSTITUTE FOOD SERVICE WORKER – C.G. Johnson Elementary School
September 10, 2003 through November 17, 2003

(For information, contact Laura Thorpe, food service director.)

FOOD SERVICE WORKER – DuBois Area Senior High School

EMPLOYMENT/REASSIGNMENT (continued)

20. Dr. James M. Martino moved the following:

2. As a result of the bidding process, propose the board approve the change of status for Lesa Cristini from guidance secretary at the DuBois Area Middle School (658 hours per year) to guidance secretary at the DuBois Area Middle School (1323 hours per year) effective on or after September 11, 2003.
3. As a result of the bidding process, propose the board approve the change of status for Christine Moore from main office secretary at the DuBois Area Middle School (1620 hours per year) to main office secretary at the DuBois Area Middle School (2080 hours per year) effective on or after September 11, 2003.

Seconded by Mr. Darrell E. Clark and passed 9-0.

21. Dr. James M. Martino moved the following:

4. Propose the board approve hiring David Newell as guidance counselor at the DuBois Area Senior High School effective on or after September 11, 2003.

Seconded by Dr. John A. Fabre and passed 9-0.

21. Dr. James M. Martino moved the following:

5. Propose the board approve hiring Evelyn Ripley as substitute art instructor at the DuBois Area Middle School for the first semester of the 2003-2004 school year.
6. Upon the recommendation of Mrs. Elizabeth Shindledecker, principal, propose the board approve hiring Marlene McCracken as health aide at Highland Elementary School (882 hours per year) effective on or after September 11, 2003.
7. Propose the board approve hiring the following individuals for extra-duty positions for the 2003-2004 school year, as per contract:

- | | |
|--|----------------------------------|
| A. Intramural Program Director | Sandra Kiehlmeier |
| B. Computer Resources | Richard Faller |
| C. Pool Director | Kenneth Pauling |
| D. Fitness Center Manager | Lonnie Hazlet |
| E. Band Director | Melinda Swauger |
| F. Senior High Yearbook | Linda Rankus |
| G. Senior High Yearbook Business Manager | Margaret Akers |
| H. Junior-Senior Prom (salary divided) | Denise Sloan and Michelle Snyder |
| I. Middle School Annual | Daniel Marshall |

Seconded by Dr. John A. Fabre and passed 9-0.

ADDENDUM TO AGENDA (continued)

AGENDA (continued)

22. Mr. Thomas E. Vizza moved the following:

8. Propose the board approve and authorize the superintendent to sign the Service Provider Contract Agreement between the Clearfield-Jefferson Drug & Alcohol Commission and the district beginning July 1, 2003 through June 30, 2004.

9. Propose the board approve the following "Request for Approval of Coursework", as per contract specifications:

- A. Dorothea Hackett, DuBois Area Senior High School instructor, requesting to take G:GC-683, Discover the Power of Live Event Learning, Gannon University, beginning September 22, 2003. Total of three credits.

Seconded by Dr. John A. Fabre and passed 9-0.

REQUEST TO ATTEND CONFERENCE/MEETING (continued)

23. Mr. Thomas E. Vizza moved the following:

- F. Virginia Schott, DuBois Area Senior High School librarian, requesting to attend Access Pennsylvania annual training, Clarion, PA on September 12, 2003, for training to update inter-library loan procedures. Estimated expenses \$30.66, plus a substitute for one day.

Seconded by Dr. John A. Fabre and passed 9-0.

EMPLOYMENT/REASSIGNMENT (continued)

8. Propose the board approve hiring Brian Clinger as long-term substitute special education instructor at Jeff Tech for the first semester of the 2003-2004 school year.
9. Propose the board approve hiring Betty Lyle as short-term substitute special education instructor at Jeff Tech effective August 29, 2003 through November 21, 2003.
10. Propose the board approve hiring Suzanne Sullivan as substitute coach for girls' golf on an interim basis.
11. Upon the recommendation of Ms. Pam Murdock, athletic director, propose the board approve hiring the list of additional individuals as workers for the 2003-2004 fall sports season, as submitted.
12. Upon the recommendation of Mrs. Carole Y. Preston, special education director, propose the board approve hiring Lori Kohler as special education teacher aide at the DuBois Area Senior High School (up to 882 hours per year) effective the 2003-2004 school year.
13. Upon the recommendation of the DuBois Area School District's Induction Council, propose the board approve hiring the following staff members as mentor teachers for the 2003-2004 school year, as per contract:
 - A. Mrs. Julie Faller
 - B. Mrs. Dawneen Good
 - C. Mrs. Kathy Greiner
 - D. Mrs. Michelle Snyder
 - E. Mrs. Amy Short
 - F. Mrs. Christine Young
14. Upon the recommendation of the DuBois Area School District's Induction Council, propose the board rescind the action of hiring the following individuals at the August 13, 2003, board meeting as mentor teachers as a result of resignations, leave of absence, and staff realignment:
 - A. Mr. Charles Pasternak
 - B. Mrs. Carolyn Tomeo

Seconded by Dr. John A. Fabre and passed 5-0.

ADDENDUM TO AGENDA

AGENDA (continued)

21. Mrs. Rita A. Gutowski moved the following:
 9. Propose the board change the hours for the main office secretary from 1620 to 2080, which would allow the middle school to have coverage during the summer months.
- Seconded by Dr. John A. Fabre and passed 5-0.
21. Dr. John A. Fabre moved the following:
 10. Propose the board change the hours for the guidance secretary from 658 to 1323 as a result of increased workload with the Pennsylvania Assessment and other guidance secretarial duties.
- Seconded by Dr. James M. Martino and passed 5-0.
22. Dr. John A. Fabre moved the following:
 11. Propose the board create a guidance position at the DuBois Area Senior High School for the purpose of meeting the requirements of No Child Left Behind (NCLB). (Funding will come from a decrease in alternative education positions.)
- Seconded by Dr. James M. Martino and passed 5-0.
23. Mrs. Rita A. Gutowski moved the following:
 12. Propose the board approve a five-year contract for Gary Sayers, business manager.
- Seconded by Dr. John A. Fabre and passed 5-0.
24. Dr. James M. Martino moved the following:
 13. Propose the board approve a five-year contract for Cas Gudalis, transportation director.
- Seconded by Mrs. Rita A. Gutowski and passed 5-0.

SEP 02 2003

August 29, 2003

Mrs. Sharon L. Kirk, Superintendent
DuBois Area School District
500 Liberty Boulevard
DuBois, PA 15801

Dear Mrs. Kirk:

I am submitting my bid for the position of Guidance Secretary at the DuBois Area Middle School, which was posted on the Announcement of Vacancies, dated August 28, 2003.

I have been the Part-Time Guidance Secretary for the Middle School for the past year and feel that I am qualified for this Full-Time position. I have been trained with the Data Recognition Corporation Program and have done the input for the PSSA Testing.

I appreciate your consideration in this bid.

Thank you.

Sincerely,



Lesa Ann Cristini

CC: Daniel J. Hawkins, Principal

Board Approved/Opening

Sept. 10, 2003

Job Title:

1/Year Office Volunteer

Location/hours:

Middle School

4080 hrs per yr

Posting Date:

Aug. 28, 2003

Attach Posting

Person Completing:

Date Due:

Sept. 5, 2003

D#7

Bids:

	Name	Current Position	Position Hours	Date empl. in District	Date empl. in Unit	Years Credit
1)	<u>CHRISTINE MOORE</u>	<u>ES</u>	<u>1316</u>	<u>9/1/82</u>	<u>9/1/82</u>	
2)						
3)						
4)						
5)						
6)						
7)						
8)						
9)						
10)						

Successful Candidate:

CHRISTINE MOORE

Requires Board Action:

Item of Information:

c:\forms\bid.123

ARBITRATION EXHIBIT D-7

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: August 28, 2003
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent *JK*
RE: ANNOUNCEMENT OF VACANCIES

SUBSTITUTE FOOD SERVICE WORKER – C.G. Johnson Elementary School
September 10, 2003 through November 17, 2003

(For information, contact Laura Thorpe, food service director.)

FOOD SERVICE WORKER – DuBois Area Senior High School
(2.5 hours per day, up to 450 hours per year)

(For information, contact Laura Thorpe, food service director.)

SPECIAL EDUCATION TEACHER AIDE - DuBois Area Senior High School
(Up to 882 hours per year)

(For information, contact Carole Y. Preston, special education director.)

MAIN OFFICE SECRETARY – DuBois Area Middle School *CH*
(2080 hours per year)

(For information, contact Daniel J. Hawkins, principal, DuBois Area Middle School.)

GUIDANCE SECRETARY – DuBois Area Middle School
(1323 hours per year)

(For information, contact Daniel J. Hawkins, principal, DuBois Area Middle School.)

**ALL BIDS MUST BE RECEIVED IN THE SUPERINTENDENT'S OFFICE ON OR
BEFORE 4:00 P.M., SEPTEMBER 5, 2003.**

EMPLOYMENT/REASSIGNMENT (continued)

20. Dr. James M. Martino moved the following:
2. As a result of the bidding process, propose the board approve the change of status for Lesa Cristini from guidance secretary at the DuBois Area Middle School (658 hours per year) to guidance secretary at the DuBois Area Middle School (1323 hours per year) effective on or after September 11, 2003.
 3. As a result of the bidding process, propose the board approve the change of status for Christine Moore from main office secretary at the DuBois Area Middle School (1620 hours per year) to main office secretary at the DuBois Area Middle School (2080 hours per year) effective on or after September 11, 2003.
- Seconded by Mr. Darrell E. Clark and passed 9-0.
21. Dr. James M. Martino moved the following:
4. Propose the board approve hiring David Newell as guidance counselor at the DuBois Area Senior High School effective on or after September 11, 2003.
- Seconded by Dr. John A. Fabre and passed 9-0.
21. Dr. James M. Martino moved the following:
5. Propose the board approve hiring Evelyn Ripley as substitute art instructor at the DuBois Area Middle School for the first semester of the 2003-2004 school year.
 6. Upon the recommendation of Mrs. Elizabeth Shindledecker, principal, propose the board approve hiring Marlene McCracken as health aide at Highland Elementary School (882 hours per year) effective on or after September 11, 2003.
 7. Propose the board approve hiring the following individuals for extra-duty positions for the 2003-2004 school year, as per contract:

A. Intramural Program Director	Sandra Kiehlmeier
B. Computer Resources	Richard Faller
C. Pool Director	Kenneth Pauling
D. Fitness Center Manager	Lonnie Hazlet
E. Band Director	Melinda Swauger
F. Senior High Yearbook	Linda Rankus
G. Senior High Yearbook Business Manager	Margaret Akers
H. Junior-Senior Prom (salary divided)	Denise Sloan and Michelle Snyder
I. Middle School Annual	Daniel Marshall
- Seconded by Dr. John A. Fabre and passed 9-0.

ADDENDUM TO AGENDA (continued)

AGENDA (continued)

22. Mr. Thomas E. Vizza moved the following:
8. Propose the board approve and authorize the superintendent to sign the Service Provider Contract Agreement between the Clearfield-Jefferson Drug & Alcohol Commission and the district beginning July 1, 2003 through June 30, 2004.
 9. Propose the board approve the following "Request for Approval of Coursework", as per contract specifications:
 - A. Dorothea Hackett, DuBois Area Senior High School instructor, requesting to take G:GC-683, Discover the Power of Live Event Learning, Gannon University, beginning September 22, 2003. Total of three credits.
- Seconded by Dr. John A. Fabre and passed 9-0.

REQUEST TO ATTEND CONFERENCE/MEETING (continued)

23. Mr. Thomas E. Vizza moved the following:
- F. Virginia Schott, DuBois Area Senior High School librarian, requesting to attend Access Pennsylvania annual training, Clarion, PA on September 12, 2003, for training to update inter-library loan procedures. Estimated expenses \$30.66, plus a substitute for one day.
- Seconded by Dr. John A. Fabre and passed 9-0.

EMPLOYMENT/REASSIGNMENT (continued)

8. Propose the board approve hiring Brian Clinger as long-term substitute special education instructor at Jeff Tech for the first semester of the 2003-2004 school year.
9. Propose the board approve hiring Betty Lyle as short-term substitute special education instructor at Jeff Tech effective August 29, 2003 through November 21, 2003.
10. Propose the board approve hiring Suzanne Sullivan as substitute coach for girls' golf on an interim basis.
11. Upon the recommendation of Ms. Pam Murdock, athletic director, propose the board approve hiring the list of additional individuals as workers for the 2003-2004 fall sports season, as submitted.
12. Upon the recommendation of Mrs. Carole Y. Preston, special education director, propose the board approve hiring Lori Kohler as special education teacher aide at the DuBois Area Senior High School (up to 882 hours per year) effective the 2003-2004 school year.
13. Upon the recommendation of the DuBois Area School District's Induction Council, propose the board approve hiring the following staff members as mentor teachers for the 2003-2004 school year, as per contract:
 - A. Mrs. Julie Faller
 - B. Mrs. Dawneen Good
 - C. Mrs. Kathy Greiner
 - D. Mrs. Michelle Snyder
 - E. Mrs. Amy Short
 - F. Mrs. Christine Young
14. Upon the recommendation of the DuBois Area School District's Induction Council, propose the board rescind the action of hiring the following individuals at the August 13, 2003, board meeting as mentor teachers as a result of resignations, leave of absence, and staff realignment:
 - A. Mr. Charles Pasternak
 - B. Mrs. Carolyn Tomeo

Seconded by Dr. John A. Fabre and passed 5-0.

ADDENDUM TO AGENDA

AGENDA (continued)

21. Mrs. Rita A. Gutowski moved the following:
 9. Propose the board change the hours for the main office secretary from 1620 to 2080, which would allow the middle school to have coverage during the summer months.
- Seconded by Dr. John A. Fabre and passed 5-0.
21. Dr. John A. Fabre moved the following:
 10. Propose the board change the hours for the guidance secretary from 658 to 1323 as a result of increased workload with the Pennsylvania Assessment and other guidance secretarial duties.
- Seconded by Dr. James M. Martino and passed 5-0.
22. Dr. John A. Fabre moved the following:
 11. Propose the board create a guidance position at the DuBois Area Senior High School for the purpose of meeting the requirements of No Child Left Behind (NCLB). (Funding will come from a decrease in alternative education positions.)
- Seconded by Dr. James M. Martino and passed 5-0.
23. Mrs. Rita A. Gutowski moved the following:
 12. Propose the board approve a five-year contract for Gary Sayers, business manager.
- Seconded by Dr. John A. Fabre and passed 5-0.
24. Dr. James M. Martino moved the following:
 13. Propose the board approve a five-year contract for Cas Gudalis, transportation director.
- Seconded by Mrs. Rita A. Gutowski and passed 5-0.

SFP 022003

August 29, 2003

Mrs. Sharon L. Kirk, Superintendent
DuBois Area School District
500 Liberty Boulevard
DuBois, PA 15801

Dear Mrs. Kirk:

I am submitting my bid for the position of Main Office Secretary (2,080) hours that was posted on August 28, 2003.

Currently, I am working in this position as Main Office Secretary (1,620) hours and have been retained in this position since October, 1993.

I feel that I am the most qualified person for this job and appreciate your consideration in this bid..

Thank you.

Sincerely,

Christine Moore

Christine Moore

DuBois Area Middle School
404 Liberty Boulevard
DuBois, PA 15801

DATE: August 26, 2003

TO: Mrs. Sharon L. Kirk, Superintendent

FROM: Daniel J. Hawkins, Principal
DuBois Area Middle School

RE: Secretary Hours



I would like to recommend the following:

1. The hours for Christine Moore (main office secretary) be changed from 1620 to 2080, which would allow the middle school to have coverage during the summer months.
2. The guidance secretary's hours be changed from 658 to 1323, as a result of increased workload with Pennsylvania Assessment and other guidance secretarial duties.

If you have any questions, please contact me.

/

Board Approved/Opening

P 特

Job Title:

(3) Pure Tides

Location/hours:

10.93 hrs per yr

Posting Date:

9-15-05

Attach Posting

Person Completing:

REFERENCES

Date Due:

9-22-05

Bids:

Name _____

Current Position	Position
Position	Hours

Date empl.
in District

Date empl.
in Unit

Years
Credit

- 1) KAREN BOWSER Bus Aide 1309
- 2) CONNIE DINGENFELS Bus Aide 1307
- 3) JERI SMITH Bus Aide 1304
- 4) LISA REED CAFE AIDE 360
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

9/1/98 9/1/98
11/18/99 11/18/99
10/9/03 10/14/04
5/23/02 5/23/02

Successful Candidate:

Karen Bowser, Connie Kinger, etc., do as I wish

Requires Board Action:

Item of Information:

c:\forms\bid.123

DUBOIS AREA SCHOOL DISTRICT

Office of the Superintendent

500 Liberty Boulevard
DuBois, PA 15801-2410

Phone: 814-371-2700
Fax: 814-371-2544

DATE: September 15, 2005
TO: All Principals
All Concerned Personnel
FROM: Mrs. Sharon L. Kirk, Superintendent *SK*
RE: ANNOUNCEMENT OF VACANCIES

(3) BUS AIDES

1393 hours per year

This ady. 4/4/05 9-14-05

(For information, contact Carole Y. Preston, special education director.)

TEACHER AIDE (Library) – Luthersburg Elementary School

720 hours per year

EMPLOYMENT/REASSIGNMENT (continued)

24. Mr. E. Lloyd McCreight moved the following:

5. As a result of the bidding process, propose the board approve the change of status for the following individuals:

Bus Aides

- A. Karen Bowser 1309 hours to 1393 hours per year
B. Connie Lingenfelter 1309 hours to 1393 hours per year
C. Lori Smith 1309 hours to 1393 hours per year

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

25. Mr. John M. Yount moved the following:

6. As a result of the bidding process, propose the board approve the change of status for Julie Brubaker as secretary for the Virtual School Program (882 hours per year) to secretary for the Virtual School Program/Title I (2080 hours per year) effective on or after October 3, 2005.
7. As a result of the bidding process, propose the board approve the change of status for Debra Hart as teacher aide (library) at Luthersburg Elementary School (612 hours per year) to teacher aide (library) at Luthersburg Elementary School (720 hours per year) effective on or after October 3, 2005.
8. Upon the recommendation of Mr. Timothy A. Glunt, DuBois Area Senior High School Principal, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the extra-duty positions for interscholastic sports for the 2005-2006 school year, as per contract:

Off-Season Conditioning

Brian Clinger Track

Interscholastic Spring Sports

Volleyball (Boys)

Ryan Fulton Varsity Assistant

Volleyball (Girls 7th/8th)

Candice Shofestall Junior High Coach

Track (Boys)

A. Brian Clinger Head Coach

B. Greg Posteraro Varsity Assistant

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

26. Mr. Thomas E. Vizza moved the following:

9. Upon the recommendation of Ms. Sandy Kiehlmeier, intramural program director, and Ms. Pamela L. Murdock, athletic director, propose the board approve hiring the following individuals for the intramural program for the 2005-2006 school year, as per contract:

Intramural Basketball (6th/7th grade girls)

A. Zac Wilcox

B. Paul Bojalad

Intramural Basketball (7th/8th grade boys)

George Tinnick

Seconded by Mr. Darrell E. Clark and passed 8-0.

ADDENDUM TO AGENDA

AGENDA (continued)

27. Mr. Thomas E. Vizza moved to Defer the following:

9. Propose the board change the hours for the food service worker position at C.G. Johnson Elementary School from 3.75 hours per day to 4.75 hours per day, as per the attached memo.
Seconded by Mr. E. Lloyd McCreight and Deferred 8-0.

C. Bd members
for meeting

DuBois Area Education Support Professionals



To: Mrs. Sharon L. Kirk, Superintendent DASD
From: Sandy Kiehlmeier, President DuBois Area ESP
Date: September 12, 2005
Re: Increasing hours for bus aides

After our conversation on Friday about increasing the hours of the bus aides I realized I was in error. When we increased the hours of the secretaries to include the summer hours it was done through negotiations. Therefore we should do the same for the increase in hours for the bus aides. I am sorry for any inconvenience this may cause and once again I apologize for my confusion.

AGENDA (continued)

10. Mrs. Mary Ruth Wilson moved the following:
 6. Propose the board approve and authorize the business manager to sign the contract with Jefferson-Clarion Head Start, Inc. to provide breakfast and lunch for the head start students at C.G. Johnson Elementary School.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
11. Mrs. Mary Ruth Wilson moved the following:
 7. Propose the board award the vending contract for beverages to Coca Cola. (Pending review of contract by solicitor).
Seconded by Mr. Thomas E. Vizza and passed 7-1, (Voting NAY: Mr. E. Lloyd McCreight).
12. Mr. Dennis V. Raybuck moved the following:
 8. Propose the board authorize the business manager to contract for the purchase of natural gas at the best possible price prior to the current contract expiration on September 30, 2005.
Seconded by Mr. E. Lloyd McCreight and passed 8-0.
13. Mr. Dennis V. Raybuck moved the following:
 9. Propose the board create a health/physical education instructor position at Pentz Run (36 days, 5 hours per day). (This is in exchange for a special education instructor position.)
 10. Propose the board adjust the hours for the three full-time bus aides from 1309 hours per year to 1393 hours per year. (This is to provide bus aides for the Extended School Year Program.)
 11. Propose the board change the hours for the teacher aide (library) at Luthersburg Elementary School from 612 hours per year to 720 hours per year.
 12. Propose the board change the hours for the teacher aide (library) at Highland Elementary School from 720 hours per year to 612 hours per year.
 13. Propose the board change the position of secretary for the Virtual School Program from 882 hours per year to 2080 hours per year and add the duties to include Title I secretary (to be paid out of Title I funds).
 14. Propose the board create a position for administrative assistant to the pool director at 2080 hours per year and approve the job description.
 15. Propose the board approve a contribution in the amount of \$2,720.00 to the DuBois Little League for repairs to the senior league field at the DuBois City Park.
 16. Propose the board approve the proposal with the DuBois Soccer Association for the use of their fields at Spider Lake for soccer practice during the 2005 season.
 17. Propose the board change the full-day teacher in-service that is scheduled for October 12, 2005, and reschedule it for October 14, 2005, due to PSAT testing, and change the full-day teacher in-service that is scheduled for February 20, 2006, and reschedule it for February 27, 2006.
 18. Propose the board cancel the scheduled board meeting on October 26, 2005.
Seconded by Dr. John A. Fabre and passed 8-0.
14. Mr. E. Lloyd McCreight moved the following:
 19. Upon the recommendation of Mr. Cas Gudalis, transportation director, propose the board approve paying the following contractors for providing transportation for the Extended School Year program from July 12, 2005 through August 4, 2005 (12 days total).

Clepper Bus Service	\$5,012.28
Charlotte Ford (Brookville)	1,862.58
Linda Bovaird (Brockway)	1,465.20
	\$8,340.06

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.
15. Mr. E. Lloyd McCreight moved the following:
 20. Propose the board approve Mrs. Mary Ruth Wilson as the voting delegate to the Legislative Policy Council at the PASA-PSBA School Leadership Conference 2005. (pending approval of travel request)
Seconded by Mr. Thomas E. Vizza and passed 7-0-1, (Noted as Abstaining: Mrs. Mary Ruth Wilson).

Sept 19, 2005

SEP 20 2005

• DuBois Area School District
ATTN: Carol Preston
Liberty Boulevard
DuBois, PA, 15801

Please consider this letter as my
bid on Bus Route 851 #Position that is currently
Posted in the district. Thank you in advance
for your attention to this matter.

Thank you
Karen J Bawser

September 12, 2005

SEP 19 2005

Sharon Kite, Superintendent
DuBois Area School District
500 Liberty Avenue
DuBois, Pa. 15801

RE: Posted Positions

Dear Mrs. Kite:

On September 14, 2005, the DuBois District unilaterally acted to change the hours and conditions of employment. As listed in the September 15, 2005 posting my current position has been eliminated and a new position has been created with an hour increase to 1393 hours per school year.

I hereby apply for the posted position. I do so without prejudice to my rights or the rights of the Association to challenge the unilateral change of my position. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Connie L. Denzenfelter
(Bus Aide)

CC: Carol Y. Burton

CC: Sandy Kiehnlmeier

September 20, 2005

SEP 22 2005

Carol Preston
Special Education Dept.
DuBois Middle School
Liberty Blvd.
DuBois, PA 15801

RE: Posted Position
Bus Aid

On September 14, 2005 the DuBois Area School District unilaterally acted to change the hours & conditions of employment. As listed in the September 15, 2005 posting, my current position has eliminated and a new position has been created with an hour increase to 1393 hours per School year.

I hereby apply for the posted position. I do so without prejudice to my rights or the rights of the Association to challenge the unilateral change of my position.

If you have any questions please contact me: Lori Smith
Lori Smith

CC: Sharon Kirk
CC: Sandy Kiehlmeier

149

EMPLOYMENT/REASSIGNMENT (continued)

26. Mr. E. Lloyd McCreight moved the following:

9. As a result of the bidding process, propose the board approve the change of status for the following individuals effective on or after September 19, 2005.

Secretaries – DuBois Area Middle School

- | | |
|------------------------|-----------------------------------|
| A. Lesa Cristini | 1323 hours to 1640 hours per year |
| B. Gail Jeffers | 1316 hours to 1640 hours per year |
| C. Pat Johnson | 1316 hours to 1640 hours per year |
| D. Patti Maholtz | 1323 hours to 1640 hours per year |
| E. Mary Ann Strasavich | 1505 hours to 1640 hours per year |

Secretaries – DuBois Area Senior High School

- | | |
|----------------------|-----------------------------------|
| A. Paula Fitzpatrick | 1386 hours to 1640 hours per year |
| B. Carol Rokosky | 1316 hours to 1640 hours per year |
| C. Judy Simmons | 1309 hours to 1640 hours per year |
| D. Sandy Swope | 1330 hours to 1640 hours per year |
| E. Donna Tangren | 1316 hours to 1640 hours per year |
| F. Wendy Way | 1500 hours to 1640 hours per year |
| G. Melissa Whaling | 1441 hours to 1640 hours per year |

Secretaries – Elementary Buildings

C. G. Johnson Elementary School

- | | |
|---------------------|-----------------------------------|
| A. Brenda Hendricks | 1340 hours to 1640 hours per year |
| B. Susan Makufka | 1340 hours to 1640 hours per year |

Highland Elementary School

- | | |
|------------|-----------------------------------|
| Gale Kruse | 1353 hours to 1640 hours per year |
|------------|-----------------------------------|

Juniata Elementary School

- | | |
|---------------------|-----------------------------------|
| A. Patricia Stewart | 1340 hours to 1640 hours per year |
| B. Pamela Walker | 1340 hours to 1640 hours per year |

Luthersburg Elementary School

- | | |
|---------------|-----------------------------------|
| M. Ann Monaco | 1343 hours to 1640 hours per year |
|---------------|-----------------------------------|

Oklahoma Elementary School

- | | |
|---------------------|-----------------------------------|
| A. Deborah Marshall | 1340 hours to 1640 hours per year |
| B. Susan Streator | 1340 hours to 1640 hours per year |

Penfield Elementary School

- | | |
|-------------|-----------------------------------|
| Kandy Flynn | 1343 hours to 1640 hours per year |
|-------------|-----------------------------------|

Sykesville Elementary School

- | | |
|----------------|-----------------------------------|
| Wanda Wolfgang | 1343 hours to 1640 hours per year |
|----------------|-----------------------------------|

Wasson Elementary School

- | | |
|------------------|-----------------------------------|
| A. Sally Spicher | 1340 hours to 1640 hours per year |
| B. Ellen Wayland | 1340 hours to 1640 hours per year |

Secretaries – Special Education

- | | |
|-------------------|-----------------------------------|
| A. Laurie Leone | 1351 hours to 1640 hours per year |
| B. Pamela Shaffer | 1351 hours to 1640 hours per year |

Secretary – Transportation/Senior High

- | | |
|-------------|-----------------------------------|
| Lori Miller | 1441 hours to 1640 hours per year |
|-------------|-----------------------------------|

Teacher Aide (Library) – DuBois Area Senior High School

- | | |
|-------------------|-----------------------------------|
| Sharon McLaughlin | 1309 hours to 1640 hours per year |
|-------------------|-----------------------------------|

Teacher Aide – M.I.S. Department

- | | |
|----------------------|-----------------------------------|
| Raye (Llyn) Prontock | 1309 hours to 1640 hours per year |
|----------------------|-----------------------------------|

Title I Teacher Aides

- | | |
|------------------|-----------------------------------|
| A. Nancy Baummer | 1309 hours to 1640 hours per year |
| B. Edith Fulton | 1309 hours to 1640 hours per year |
| C. Billis Glass | 1309 hours to 1640 hours per year |
| D. Linda Henry | 1309 hours to 1640 hours per year |
| E. Linda Scolese | 1309 hours to 1640 hours per year |

EMPLOYMENT/REASSIGNMENT (continued)

Special Education Teacher Aides

A. Kathleen Bowser	1309 hours to 1640 hours per year
B. Nancy Bumbarger	1309 hours to 1640 hours per year
C. Susan Clinger	1309 hours to 1640 hours per year
D. Lisa DeMotte	1309 hours to 1640 hours per year
E. Bonnie Drayer	1309 hours to 1640 hours per year
F. Nancy Ferraro	1309 hours to 1640 hours per year
G. Helen Getch	1309 hours to 1640 hours per year
H. Lori Henry	1309 hours to 1640 hours per year
I. Diana Kessler	1309 hours to 1640 hours per year
J. Roberta Kinderman	1309 hours to 1640 hours per year
K. Cassie Kunselman	1309 hours to 1640 hours per year
L. Wanda Lockwood	1309 hours to 1640 hours per year
M. Denise McGarvey	1309 hours to 1640 hours per year
N. Judy Mulholland	1309 hours to 1640 hours per year
O. Carol A. Rafferty	1309 hours to 1640 hours per year
P. Wanneita Rupert	1309 hours to 1640 hours per year
Q. Linda Sayers	1309 hours to 1640 hours per year
R. Shannon Shaffer	1309 hours to 1640 hours per year
S. Laurie Slattery	1309 hours to 1640 hours per year
T. Kim Yoder	1309 hours to 1640 hours per year

Seconded by Mrs. Mary Ruth Wilson and passed 8-0.

27. Mrs. Mary Ruth Wilson moved the following:

10. Upon the recommendation of Mrs. Carole Y. Preston, special education director, propose the board approve hiring Yolanda Rosetti as special education teacher aide at Wasson Elementary School (up to 882 hours per year) effective on or after September 19, 2005.
11. Upon the recommendation of Mrs. Elizabeth A. Shindledecker, Highland Elementary School/Juniata Elementary School Principal, propose the board approve hiring the following individuals as temporary teacher aides for the 2005-2006 school year:

Highland Elementary School

Bobbi Jo Gallagher	Not to exceed 5 hours per week
Vicki Roman	Not to exceed 5 hours per week

Juniata Elementary School

Helen Pasternak	Not to exceed 12.5 hours per week
Linda Waddell	Not to exceed 12.5 hours per week
Lisa Harvey	Not to exceed 15 hours per week

12. Upon the recommendation of Mrs. Kathleen A. Ginther, Oklahoma Elementary School/Penfield Elementary School Principal, propose the board approve hiring the following individuals as temporary teacher aides for the 2005-2006 school year:

Oklahoma Elementary School

Veronica Cashmer	Not to exceed 17.5 hours per week
Tammy Whitaker	Not to exceed 17.5 hours per week
Tracey Reed	Not to exceed 5 hours per week

Penfield Elementary School

Mary Ann Fiedor	Not to exceed 10 hours per week
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13. Upon the recommendation of Mrs. Shawna B. Grim, Luthersburg Elementary School/Wasson Elementary School Principal, propose the board approve hiring the following individuals as temporary teacher aides for the 2005-2006 school year:

Luthersburg Elementary School

Linda Hart	Not to exceed 5 hours per week
Sandra Koren	Not to exceed 10 hours per week

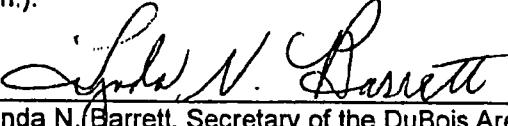
Wasson Elementary School

Joanne Baird	Not to exceed 10.5 hours per week
Margie McKolanis	Not to exceed 17 hours per week
Tammy Yanek	Not to exceed 12.5 hours per week

Seconded by Dr. John A. Fabre and passed 8-0.

AGENDA (continued)

27. Mrs. Mary Ruth Wilson moved the following:
18. Propose the board ratify the board president's signature on the replacement deed for the Wilson School property.
Seconded by Mr. John M. Yount and passed 9-0.
28. Mrs. Mary Ruth Wilson moved the following:
19. Propose the board approve to increase the hours for the fifty-five (55) Identified positions to 1640 hours pursuant to Article XI, (Section 1,B of the DuBois Educational Support Personnel Association ESPA-PSEA-NEA and DuBois Area School Board Contract 2 Year Agreement; July 1, 2001 to June 30, 2003), based on the operational needs of the district effective the 2005-2006 school year.
(1) Teacher Aide – DuBois Senior High School – 1640 hours
(1) Teacher Aide – M.I.S. Department – 1640 hours
(5) Title I Teacher Aides – 1640 hours
(20) Special Education Teacher Aides – 1640 hours
(5) Secretaries – DuBois Area Middle School – 1640 hours
(7) Secretaries – DuBois Area Senior High School – 1640 hours
(12) Secretaries – Elementary Buildings – 1640 hours
(2) Secretaries – Special Education – 1640 hours
(1) Secretary – Transportation Office, Senior High – 1640 hours
(1) Secretary – Pupil Personnel Services – 1640 hours
Seconded by Mr. Dennis V. Raybuck and passed 9-0.
29. Mr. Kenneth J. Mitchell, president, acknowledged the board and administration for questions or comments. Mrs. Sharon L. Kirk, Superintendent, commented that the school year was off to a great start. Mr. E. Lloyd McCreight commented on the Jeff-Tech opening of school year.
30. Mr. Kenneth J. Mitchell, president, called for a motion to adjourn the regular board meeting.
31. Mr. Dennis V. Raybuck moved to adjourn the regular board meeting of August 24, 2005.
Seconded by Mr. Thomas E. Vizza and passed 9-0. (Regular board meeting of August 24, 2005 adjourned at 7:30 p.m.).



Mrs. Lynda N. Barrett, Secretary of the DuBois Area School Board

DUBOIS AREA SCHOOL DISTRICT

SUMMER CALENDAR - 2006

D-10

<u>EVENT</u>	<u>DATES</u>	<u>TRAININGS</u>	<u>DATES</u>
Teacher Directed Activities In the Room	June 5, 2006	Nurse/Health Aide -Training-Tenex	June 5-6, 2006
Luthersburg 5 th Grade Trip to Knobels	June 7, 2006	Summer School Training 10-12	June 6, 2006
Middle School Summer School 8:00 -2:30	June 12-23, 2006	Secretary Training- -Tenex	June 7, 2006
H.S.Spanish Summer School 8:00-12:15	June 12- 30, 2006 July 24-31, 2006 Aug. 1-11, 2006	Step by Step Learning -Administrative Team 2:30	June 7, 2006
Alumni Dinner	June 24, 2006	CPR Re-certification	June 8, 2006
Driver's Ed-In class 9:00-2:30 M,T,W	June 12, 2006 July 26, 2006	RAP Training Sp.Ed.	July 10-2006 July 14, 2006 July 17, 2006
Project Success 9:00-2:00 T,W,Th	June 13-15, 2006 August 3, 2006	Autism Training	August 1-4, 2006
Late Registration Wasson El - 8:00-3:30	August 2, 2006	Technology Training: Reading Math Special Ed. Regs.	To Be Announced:
C.G.Johnson & Sykes. Kdg Orientation	August 16, 2006		
Oklahoma & Penfield Kdg. Orientation	August 17, 2006		
Wasson & Luths. Kdg. Orientation	August 21, 2006		
Juniata & Highland Kdg. Orientation	August 22, 2006		
Middle School-Reading In Library	June 31, 2006 August 11, 2006		
High School Summer School -8:00-12:30	July 5 – 31, 2006		
Elem. Summer School – 8:00-2:30 T,W,Th	July 11-27, 2006 August 3, 2006		
Extended School Year 8:00-2:30 T,W,Th	July 11-27, 2006 August 3, 2006		
Band Camp 8:00-4:00	July 31, 2006 – August 4, 2006		
Fall Sports	Aug. 14-25, 2006		
High School In-service – Terri Sessoms	Aug. 21-22, 2006		
District Teacher In-service	Aug. 23 – 28, 2006		
First Student Day	August 29, 2006		

ARBITRATION EXHIBIT D-10

D#11

Secretary Summer Work Duties

DuBois Area Middle School

- Employee 1 – Obtain 6th grade student files from elementary schools
Reorganize student files (promote 6th to 7th/7th to 8th)
File all PSSA results and SAT scores in student files
File all other information in student files as received
Prepare Bullying Intervention copies for entering 6th graders
Copy all forms necessary for new student registration process
Prepare new student packets for summer registrants & late registration day
Process all SSI Requests as received
Obtain records of students transferring from outside districts
Send records of students transferring to outside districts
Send Career Day 2006 thank you letters
Begin preparing for Career Day 2007
Update forms used throughout the school year
Prepare for first round of 2006-2007 testing
Tenex-student data entry
- Employee 2 – Open position
- Employee 3 – Answer telephones
Greet and assist visitors
Sort and expedite mail
Accept and expedite UPS, FedEx and other deliveries
Finalize end of school year process – teacher grades, forms, keys, etc...
Copy forms used during the school year – hall passes, bus passes, etc...
Update forms used during the school year
Data entry
Prepare orientation materials
Assist with updating student handbook
Assist with updating faculty handbook
Place student ID cards in scheduled homerooms
Assist Dr. Konior with filing
Assist co-workers as needed
Tenex-student data entry
- Employee 4 – Organize and box all student excuses
Prepare files for next year excuses
Organize and box all attendance files (letters, referrals, etc...)
Prepare for next year attendance files
Generate final printouts
Finalize referral reports and send to CYS
Assist with answering telephones
Assist co-workers in main office
Tenex-student data entry
- Employee 5 - Purchase orders
Scheduling
Tenex-student data entry
Track students transferring to and from the district
Maintain teacher/student data
Assist with updating faculty handbook
Answer telephones
Greet and assist visitors

Secretary Summer Work Duties

DuBois Area Senior High School

- Employee 6 - Organize and box all free/reduced lunch files for 2005-2006
Prepare for 2006-2007 free/reduced lunch files
Edit free/reduced lunch application correspondence
Begin using COMPASS to determine student free/reduced lunch eligibility
Edit rosters
Schedule purge of free/reduced lunch information from database
Tenex-student data entry
- Employee 7 - Answer telephones
Greet and assist visitors
Sort and expedite mail
Accept and expedite UPS, FedEX and other deliveries
Summer school registration
Clear files, safe, business forms drawer, etc... in main office
Report card distribution
Issue working papers
Prepare school opening paperwork
Copy items needed for teachers for 2006-2007
Clear permanent records under pool
Update textbook inventory
Identify areas that can be periodically decorated
Tenex-student data entry
- Employee 8 - Organize and box all student excuses
Prepare files for next year excuses
Organize and box all attendance files (letters, referrals, etc...)
Prepare for next year attendance files
Generate final printouts
Finalize referral reports and send to CYS
Assist with answering telephones
Assist co-workers in main office
Tenex-student data entry
- Employee 9 - Answer telephones
Greet and assist visitors
Sort and expedite mail
Accept and expedite UPS, FedEX and other deliveries
Summer school registration
Clear files, safe, business forms drawer, etc... in main office
Report card distribution
Issue working papers
Prepare school opening paperwork
Copy items needed for teachers for 2006-2007
Clear permanent records under pool
Update textbook inventory
Identify areas that can be periodically decorated
Tenex-student data entry
- Employee 10 - Load all health records into AS400 grades 9-12
Copy items needed for health office for 2006-2007
Organize and box all student files
Prepare student files for next year
Receive and check-in health office orders
Tenex-student data entry

Secretary Summer Work Duties

DuBois Area Senior High School (continued)

- Employee 11 - Obtain 8th grade student files from middle school
Reorganize student files (promote 9th to 10th and so on)
File all PSSA results and SAT scores in student files
File all other information in student files as received
Copy all forms necessary for new student registration process
Prepare new student packets for summer registrants & late registration day
Process all SSI Requests as received
Obtain records of students transferring from outside districts
Send records of students transferring to outside districts
Update forms used throughout the school year
Prepare for first round of 2006-2007 testing
Tenex-student data entry

- Employee 12 - Organize and box all student excuses
Prepare files for next year excuses
Organize and box all attendance files (letters, referrals, etc...)
Prepare for next year attendance files
Generate final printouts
Finalize referral reports and send to CYS
Assist with answering telephones
Assist co-workers in main office
Tenex-student data entry

Elementary Schools

Employees 13 - 24

- Inventory and stamp incoming curriculum materials
Register new students
Purge and update all office files
Obtain records of students transferring from outside districts
Send records of students transferring to outside districts
Update parent handbook
Prepare handouts for school opening
Answer telephones/keep messages
Reorganize student files (promote Kdg. to 1st and so on)
Update 2006-2007 class lists
Training: Transaction, Microsoft Excel & Word, E-mail, Tenex, First Aid & Safety, Diabetic
Create school year calendars
Prepare packets for late registration
Prepare for In-service days
Prepare Kindergarten orientation materials
Inventory textbooks & supplies
Prepare purchase orders
Update Policy Manual
Sort & expedite mail
Tenex-student data entry

Special Education

Employees 25 & 26

- Process end of year records
Maintain school psychologist student files
Obtain appropriate signatures needed in school psychologist student files
Prepare IEP due date lists for teacher packets
Process Access documents
Answer telephones/keep messages
Reorganize and inventory store room
Process supply order requests
Purge student records/send appropriate documents to parents
Prepare 2006-2007 class lists
Create re-evaluation schedules for the month of September and October

Secretary Summer Work Duties

Special Education (continued)

Employees 25 & 26

- Purge and reorganize filing system
- Inventory incoming materials
- Prepare start of year training/workshop packets
- Tenex-student data entry

Transportation/Senior High

- Employee 27 -
- Purge and update data in transportation software program
 - Prepare forms for new student registration/late registration
 - Driver Education scheduling
 - Update textbook inventory
 - Clear permanent records under pool
 - Assist with answering telephones
 - Assist co-workers in main office
 - Prepare school opening paperwork
 - Copy items needed for teachers for 2006-2007
 - Tenex-student data entry

Pupil Personnel

- Prepare purchase orders as needed
- Update forms used throughout the school year
- Continue to track activities relevant to special programs
- Answer telephone/keep messages
- Tenex-student data entry

Teacher Aide Summer Work Duties

DuBois Area High School (Library)

- Employee 28 - Check in, stamp, strip, tape incoming periodicals
Tape spines of ripped books
Recover damaged book jackets
Use the card file to label books within the database copy 1, copy 2, etc...
Enlarge "brief records" in the database to include basic information for each book
Make and display labels on the ends of shelving units
Check entire collection for readable spine labels; make and attach new labels as necessary
Barcode new books
Process weeded books for discard
Re-label special collections as needed
Organize magazine storage cans
Update handouts for Library Orientation and bibliography sample sheets
Cover new paperbacks with plastic
Cover new book jackets with plastic
Prepare bulletin board materials for 4 different displays on each board
Check books, especially 800's, for torn pages and tape as needed
Prepare magazine cans for 2007 issues
Type book plates for new memorial books
Stamp and strip new books
Compile end of year statistics
Organize storage drawers and cabinets in library office
Organize catalog file drawers
Assist Karen Foster as needed

DuBois Area Middle School (MIS Dept.)

- Employee 29 - Inventory audio visual dept.
Data entry (pc inventory)
Training: Health module, First Aid & Safety, etc...
Create process of providing information to students and parents for start of school
PC work as directed
Answer telephone/keep messages
Telephone support for health aides/nurses

Title I Teacher Aides

- Employees 30-31
Summer skills enhancement
Teacher directed activities
AYP calculating local data
Microsoft trainings: Word, Excel and Outlook
Trainings: First Aid & Safety, CPR, Transaction
Inventory the extra book warehouse
Prepare for next year – update data spread
Update Title I binder
Assist Karen Foster as needed

Employees 32-34

- Summer skills enhancement
Teacher directed activities: assisting with summer school, curriculum based typing, etc...
AYP calculating local data
Microsoft trainings: Word, Excel and Outlook
Trainings: First Aid & Safety, CPR, Transaction
Inventory the extra book warehouse
Prepare for next year – update data spread
Update Title I binder
Inventory novel sets & literature circles
Create a database of novels that can be posted on website
Assist Karen Foster as needed

Teacher Aide Summer Work Duties

Special Education Teacher Aides

Employees 35-55

Extended School Year and Summer Skills Enrichment
Trainings to support "Highly Qualified" and NCLB programs, RAP, student related health issues
Microsoft trainings: Word, Excel and Outlook
Book Audit along with Title I Aides
Teacher directed activities
Assist Karen Foster with special projects as needed

Bus Aides

Assume regular bus duties during extended school year

Health Aide Summer Work Duties

All Health Aides

Trainings: Basic computer skills, CPR, First Aid & Safety, Diabetes
Data entry: student immunization records
Follow up on incomplete student immunizations
Check all new registrants for complete immunization records
Audit all student health records for correct Hepatitis B spacing
Weekly activities log
Summer school log of student health room visits
Organize and promote student health records (Kdg. to 1st and so on) to correct grade and classroom
Inventory all medical supplies and compile list of items needed
Assist sport physicals
Transfer student health information to other schools as requested
Assist with late registration
Check AED monthly during summer

June

2006

Sun	Mon	Tue	Wed	Thu	Fri	Sat
4	5 Nurse/Health Aide Training – Tenex Teacher Directed Activities In Room	6 Nurse/Health Aide Training – Tenex Summer School Training	7 - Luthersburg – 5 th grade trip to Knobels -Secretary Training-Tenex	8 CPR Re-certification	9	10
11	12 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00- 12:15 -Driver's Ed-In class 9:00-2:30 -Middle School-Reading In Library	13 - Middle School Summer School 8:00 - 2:30 -H.S. Spanish Summer School 8:00-12:15 -Driver's Ed-In class 9:00-2:30 -Project Success 9:00-2:00 -Middle School-Reading In Library	14 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00-12:15 -Driver's Ed-In class 9:00-2:30 -Project Success 9:00-2:00 -Middle School-Reading In Library -Step by Step Learning Administrative Training 2:30	15 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00-12:15 -Project Success 9:00-2:00 -Middle School-Reading In Library	16 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00-12:15 -Middle School-Reading In Library	17
18	19 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00- 12:15 -Driver's Ed-In class 9:00-2:30 -Middle School-Reading In Library	20 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00-12:15 -Driver's Ed-In class 9:00-2:30 -Project Success 9:00-2:00 -Middle School-Reading In Library	21 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00-12:15 -Driver's Ed-In class 9:00-2:30 -Project Success 9:00-2:00 -Middle School-Reading In Library	22 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00-12:15 -Driver's Ed-In class 9:00-2:30 -Project Success 9:00-2:00 -Middle School-Reading In Library	23 - Middle School Summer School 8:00 -2:30 -H.S. Spanish Summer School 8:00-12:15 -Driver's Ed-In class 9:00-2:30 -Project Success 9:00-2:00 -Middle School-Reading In Library	24 - Alumni Dinner
25	26 -H.S.Spanish Summer School 8:00-12:15 -Middle School-Reading In Library	27 -H.S.Spanish Summer School 8:00- 12:15 -Project Success 9:00-2:00 -Middle School-Reading In Library	28 -H.S.Spanish Summer School 8:00- 12:15 -Project Success 9:00-2:00 -Middle School-Reading In Library	29 -H.S.Spanish Summer School 8:00- 12:15 -Project Success 9:00-2:00 -Middle School-Reading In Library	30 -H.S.Spanish Summer School 8:00- 12:15 -Project Success 9:00-2:00 -Middle School-Reading In Library	

July

2006

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
2	3	Middle School-Reading In Library	4			
9	10	Middle School-Reading In Library -High School Summer School – 8:00-12:30 RAP Training Sp. Ed.	11	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30	5	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30
16	17	Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Driver's Ed-in class 9:00-2:30 R.A.P. Training Sp.Ed.	18	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30	12	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30
23	24	Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Driver's Ed-in class 9:00-2:30 -H.S. Spanish Summer School 8:00-12:15	25	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30 -Driver's Ed-in class 9:00-2:30 -H.S. Spanish Summer School 8:00-12:15	6	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30
30	31	Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Band Camp 8:00-4:00			13	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30
					14	-Middle School-Reading In Library -High School Summer School – 8:00-12:30 R.A.P. Training Sp.Ed.
					20	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30
					21	-Middle School-Reading In Library -High School Summer School – 8:00-12:30
					27	-Project Success 9:00-2:00 -Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30 -Driver's Ed-in class 9:00-2:30 -H.S. Spanish Summer School 8:00-12:15
					28	-H.S. Spanish Summer School 8:00-12:15 -Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30 -H.S. Spanish Summer School 8:00-12:15
					29	-Middle School-Reading In Library -High School Summer School – 8:00-12:30 -Elem. Summer School 8:00-2:30 -Extended School Year 8:00-2:30 -Driver's Ed-in class 9:00-2:30 -H.S. Spanish Summer School 8:00-12:15

August

2006

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 -Project Success 9:00-2:00 -Middle School-Reading in Library -Elem. Summer School - 8:00-2:30 - Extended School Year 8:30-2:30 -H.S. Spanish Summer School 8:00-12:15 -Band Camp 8:00-4:00 -Autism Training	2 -Project Success 9:00-2:00 -Middle School-Reading in Library -Elem. Summer School - 8:00-2:30 - Extended School Year 8:00-2:30 -H.S. Spanish Summer School 8:00-12:15 -Band Camp 8:00-4:00 -Late Registration 8:00-3:30 -Autism Training	3 Project Success 9:00-2:00 -Middle School-Reading in Library -Elem. Summer School - 8:00-2:30 - Extended School Year 8:00-2:30 -H.S. Spanish Summer School 8:00-12:15 -Band Camp 8:00-4:00 -Autism Training	4 -Middle School-Reading in Library -H.S. Spanish Summer School 8:00-12:15 -Band Camp 8:00-4:00 -Autism Training	5
6	7 -Middle School-Reading in Library -H.S. Spanish Summer School 8:00-12:15	8 -Middle School-Reading in Library -H.S. Spanish Summer School 8:00-12:15	9 -Middle School-Reading in Library -H.S. Spanish Summer School 8:00-12:15	10 -Middle School-Reading in Library -H.S. Spanish Summer School 8:00-12:15	11 -Middle School-Reading in Library -H.S. Spanish Summer School 8:00-12:15	12
13	14 -Fall Sports -Wasson & Luthersburg Kindergarten Orientation -High School In-service Term Sessions	15 -Fall Sports -Junidata & Highland Kindergarten Orientation -High School In-service Term Sessions	16 -Fall Sports -C.G.Johnson & Sykes Kindergarten Orientation	17 -Fall Sports -Oklahoma & Penfield Kindergarten Orientation	18 -Fall Sports	19
20	21 -Fall Sports	22 -Fall Sports	23 -Fall Sports -District Teacher In-service	24 -Fall Sports -District Teacher In-service	25 -Fall Sports -District Teacher In-service	26
27	28 -District Teacher Inservice	29 -First Student Day	30	31		

CA

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION (EQUITY)

No. 2006-1756-CD

Type of Case:
Appeal of Arbitration Award

Type of Pleading:
Petition for Review and
Application to Vacate
Arbitrator's Award

DUBOIS AREA SCHOOL DISTRICT
Petitioner

v.

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,
Respondent

: **Filed on Behalf of:**
DuBois Area School District, Petitioner

: **Counsel of Record for this Party:**
Carl P. Beard, Esquire
Pa.Id.No. 33479
Andrews & Beard
3366 Lynnwood Drive
Altoona, PA 16602
Phone (814)943-3304

Dated: October 24, 2006

FILED pd 8500A1
4/2/00 LM ICC Atty Beard
OCT 26 2006
WAS

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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OCT 31 2006 *6K*

DUBOIS AREA SCHOOL DISTRICT
Petitioner

Complaint in Equity

William A. Shaw
Prothonotary/Clerk of Courts

v.

Civil Action No. 06-1756-CD

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,
Respondent

ORDER

AND NOW, this 27th day of October, 2006, upon consideration of the foregoing petition, it is hereby ordered that:

- 1) A rule is issued upon the respondent to show cause why the Petitioner is not entitled to the relief requested;
- 2) The respondent shall file an answer to the petition within twenty (20) days of service upon the Respondent;
- 3) The Petition shall be decided under Pa.R.C.P. NO. 206.7;
- 4) Notice of entry of this Order shall be provided to all parties by the Petitioner.

NOTICE

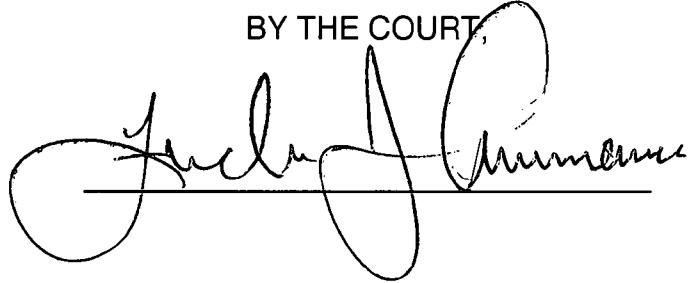
A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE

COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 xt 50-51

BY THE COURT,

A handwritten signature in black ink, appearing to read "Judge John J. Hammann". The signature is fluid and cursive, with a horizontal line underneath it.

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DUBOIS AREA SCHOOL DISTRICT

Petitioner

Complaint in Equity

v.

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,

Respondent

Civil Action No. _____

ORDER

AND NOW, this _____ day of _____, 2006, it is hereby

ORDERED and DECREED that the Arbitrator's Opinion and Award dated October 6, 2006, did not draw its essence from the collective bargaining agreement and is contrary to law and, therefore, is hereby vacated by the Court.

BY THE COURT:

J.

20

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DUBOIS AREA SCHOOL DISTRICT

Petitioner

Complaint in Equity

v.

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,

Respondent

Civil Action No. _____

PETITION FOR REVIEW AND
APPLICATION TO VACATE ARBITRATOR'S AWARD

TO THE HONORABLE, THE JUDGES OF SAID COURT:

AND NOW, this 24th day of October 2006, Petitioner, DuBois Area School District by and through its undersigned counsel, Carl P. Beard, Esquire, of Andrews & Beard, request this Honorable Court to vacate the October 6, 2006, Arbitration Award of Arbitrator Elliot Newman rendered in this matter pursuant to 42 Pa.C.S.A. §7301, et seq, and 42 Pa.C.S.A. of the Uniform Arbitration Act. In support of its position, the Petitioner respectfully asserts the following:

1. Petitioner is the DuBois Area School District, a public school district with administrative offices located at 500 Liberty Avenue, DuBois, PA 15801.
2. Respondent, DuBois Area Education Support Professionals Association, PSEA/NEA, is an employee organization which exists for the purpose in whole or in part for dealing with public employees concerning employer/employee disputes, grievances,

wages, rates of pay, hours of employment and other terms and conditions of employment.

3. Randall C. Rodkey, Esquire, with offices located at Leventry, Haschak & Rodkey, 1397 Eisenhower Boulevard, Suite 202, Johnstown, PA 15904, has served as legal counsel for the Association since the commencement of this action.

4. Petitioner and Respondent entered into a contract regarding the respective rights of the Employer and Employees covering the period from July 1, 2001 through June 30, 2003. A copy of said contract is attached hereto as Arbitration Exhibit J-1 and is incorporated by reference herein.

5. The collective bargaining agreement contains the contractual provision in Article III (reference pages 9 and 11 of Arbitration Exhibit J-1) to settle by arbitration an alleged violation of the collective bargaining agreement relative to the interpretation or application of any provision of the agreement.

6. On August 25, 2005 and September 15, 2005, the Association filed grievances on behalf of bargaining unit members alleging, *inter alia*, that the District violated the collective bargaining agreement when the District posted vacancies with increases in hours for secretaries and aides. Copies of said grievances are attached hereto as Arbitration Exhibits J-2 and J-3 and incorporated by reference herein.

7. The parties mutually selected Elliot Newman, Esquire in accordance with the terms of said contract to hear the dispute between them.

8. The hearing was held before the Arbitrator on May 22, 2006.

9. Post arbitration briefs were filed by both Petitioner and Respondent.

10. The Arbitrator made a written award dated October 6, 2005. A copy of the Arbitrator's Opinion and Award is attached hereto as Appendix A and incorporated by reference herein.

11. Petitioner and Respondent have been parties to collective bargaining agreements as far back as the early 1990s.

12. Collective bargaining agreements as far back as the early 1990s contained language pertaining to hours of work of bargaining unit members.

13. The previous agreement between the parties, which ran from July 1, 1997 to June 30, 2001 distinguished between 12 month employees and 9 month employees. A copy of the July 1, 1997 to June 20, 2001 contract is attached hereto as Arbitration Exhibit J-4 and is incorporated by reference herein.

14. Article XI, Hours and Other Conditions of Employment of the 1997 to 2001 contract (Arbitration Exhibit J-4) at Section 1 "Work Year" provided as follows:

A. TWELVE (12) MONTH WORK YEAR.

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

B. NINE MONTH (9) WORK YEAR.

1. **The normal work year for full-time nine (9) month employees shall be seven (7) hours excluding lunch, for a total of 1,309 hours per year. The base year shall be 180 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.**
2. **The normal work year for other full-time nine (9) month employees shall be seven (7) hours per day, excluding lunch, for a total of 1,316 hours per year. The base year shall be 181 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.**

C. EXTENDED WORK YEAR.

Employees who are required to work beyond said 180 day year shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 1/2) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one half (3 1/2) hours on a voluntarily [sic] basis. It is understood and agreed that employees may request compensatory time off in lieu of pay.

15. The parties began negotiations on a successor contract to the contract that expired June 30, 2001 pursuant to the mandates of Act 195 and/or Act 88 of 1992 on or before January 10, 2001.

16. When the parties negotiated a new collective bargaining agreement for the period July 1, 2001 to June 30, 2003, the parties agreed to specify in Article XI a range of hours for which nine (9) month employees could be scheduled to work in a year.

17. As a result of negotiations, the parties agreed to eliminate the nine (9) month employee classification and inserted in its place the definition of "School Term Employees Work Year" and outlined the range of hours that those employees would work.

18. Article XI, Hours and Other Conditions of Employment, Section 1 "Work Year" of the new successor agreement covering the period July 1, 2001 to June 30, 2003 (Arbitration Exhibit J-1), provides in pertinent part at Article XI as follows:

A. TWELVE (12) MONTH WORK YEAR.

1. The normal work year for twelve (12) month employees shall be eight (8) hours per day, excluding lunch, and a total of 2,080 hours per year.

B. SCHOOL TERM EMPLOYEES WORK YEAR.

- 1. The normal work year for full-time school term employees shall be seven (7) hours per day, excluding lunch, for a total of 1,309 hours per year to 1640 hours per year. The base year shall be 180 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.**

C. EXTENDED WORK YEAR.

Employees who are required to work beyond said school term employee schedule shall be compensated at their hourly rate of pay for each hour worked and guaranteed a minimum of three and one-half (3 ½) hours pay or work or their regular work day whichever is less. Employees may agree to work less than the three and one half (3 ½) hours on a voluntarily [sic] basis. It is understood and agreed that employees may request compensatory time off in lieu of pay.

19. Bargaining unit members in the classification of full-time secretaries working less than 2080 but between 1316 and 1640 hours annually are considered "School Term Employees" under Article XI, Section 1(B).

20. Bargaining unit members in the classification of full-time aides working between 1309 and 1640 hours annually are considered "School Term Employees" under Article XI, Section 1(B).

21. The July 1, 1997 to June 30, 2001 collective bargaining agreement (Arbitration Exhibit J-4) as well as the July 1, 2001 to June 30, 2003 collective bargaining agreement (Arbitration Exhibit J-1) each had an Appendix B outlining "Categories of Personnel."

22. Appendix B on page 30 of the 1997 to 2001 collective bargaining agreement (Arbitration Exhibit J-4) at Section 1: Secretaries, provided as follows:

A. Full-Time

9 month work	1,309 hours per year
9 month other work	1,316 hours per year

12 month work 2,080 hours per year

B. Part-Time

Minimum hours of 360 hours per year

23. Appendix B on page 33 of the 2001 to 2003 collective bargaining

agreement (Arbitration Exhibit J-1), at Section 1: Secretaries, provides as follows:

A. Full-Time

School Term work..... 1,316 hours to 1640 hours per year

12 month work 2,080 hours per year

B. Part-Time

Minimum hours of 360 hours per year

24. The collective bargaining agreement covering the period July 1, 2001

through June 30, 2003, (Arbitration Exhibit J-1) contains a "Management Rights" clause

on page 28 that provides in pertinent part as follows:

Article XIV – Management Rights

Section 1. It is understood and agreed that the District, in its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the District.

25. Article III "Grievance and Complaint Procedures" of the July 1, 2001 to

June 30, 2003 collective bargaining agreement (Arbitration Exhibit J-1) on page 10

provides under Part A Grievances, Section 3 Procedure, C.4. Level Four, provides in

pertinent part as follows:

4. LEVEL FOUR

If the grievant is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered, the Association may, within seven (7) calendar days, of the time a decision was or should have been rendered, request in writing that the grievance be submitted to arbitration. Within fourteen (14) calendar days after such written

notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon one or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation by either party. **The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement.** The decision and award of the arbitrator shall be final binding. [emphasis added]

26. In August and September 2005, respectively, Petitioner made a determination that it was operationally necessary to adjust the hours of secretaries and aides to meet the operational and program needs of the District.

27. In his award of October 6, 2006, Arbitrator Newman found the change in hours for secretaries and aides by the District was for the "right reasons." See Arbitrator Newman's Award page 10 attached as Appendix A and incorporated herein.

28. In rendering his decision of October 6, 2006, at page 10, Arbitrator Newman in addressing Appendix B of the collective bargaining agreement, opines that the hours listed in Appendix B are not minimum hours. (Accord, page 10 and 11 of Arbitrator's decision attached hereto as Appendix A and incorporated herein.)

29. Both in regard to aides and secretaries the Arbitrator found that the listing of hours were not minimums. For example, on page 10 of the Arbitrator's Award, he states:

... It then lists the hours for the respective secretaries, and it does not say they are the minimum hours which will be worked by each secretary.

30. On page 11 of Arbitrator Newman's October 6, 2006, award, he states as follows:

The same is true of the School Board's unilateral increase in September 2005 of the full-time school term bus aides' hours from 1309 yearly hours to 1393 yearly hours. Again, Article XI, Section 1(B) states that the normal work year for full-time school term employees shall be a total of 1309 hours per year to 1640 hours per year. However, regarding the bus aides, this general provision is specifically refined in Appendix B, Section 5(A) to set for the parties' agreement that bus aides shall work 1309 yearly hours (and not a minimum of 1309 yearly hours).

31. The Arbitrator relied upon the testimony of the Association's witnesses to interpret the language of the contract.

32. At the arbitration hearing on May 22, 2006, Superintendent Sharon Kirk testified that the reason for eliminating the nine (9) month employee classification as outlined in the July 1, 1997 to June 30, 2001, collective bargaining agreement, was in part to allow her to have more flexibility to schedule school term employees to work additional hours. At the May 22, 2006, hearing, Superintendent Kirk testified as follows:

Q: And I guess this is the gravamen of the whole thing, the Association says because back here, Appendix B, it can only apply to secretary, it can't apply to anybody else. Do you agree with her assessment?

Kirk: No. I took that to be anybody who worked school term, which could be secretaries or aides. But I didn't - - - 2080, maybe two aides that were 2080. We hire aides in summer school every year.

Q: So that's the big disagreement between the District, they believe B(1) applies to the aides and the secretaries, and the Association believes it only applies to the secretaries?

Kirk: I believe it applies to both. Every year we've had to advertise for aides at summer school and had trouble getting them. I mean, we didn't have people, the same people who were there. . . .

[N.T. 5/22/06, pp. 140, 141, Testimony of Sharon Kirk.] See Appendix B, Transcript of the May 22, 2006, hearing attached hereto and incorporated by reference.

33. The Arbitrator's award does not draw its essence from the contract and is contrary to law.

34. Arbitrator Newman's October 6, 2006, decision renders portions of the collective bargaining agreement meaningless.

35. Article XI of the current collective bargaining agreement (Arbitration Exhibit J-1) Section 1 entitled "Work Year", B.1. provides as follows:

B. SCHOOL TERM EMPLOYEES WORK YEAR.

1. The normal work year for full-time school term employees shall be seven (7) hours per day, excluding lunch, for a total of 1,309 hours per year to 1640 hours per year. The base year shall be 180 days times (X) 7 hours plus (+) 7 holidays (X) 7 hours.

36. Appendix B, "Categories of Personnel" defines "School Term work" as 1316 hours to 1640 hours per year.

37. When language in the contract is clear, the intent of the parties may be determined only by examining words contained within the document itself. Schreiner v. City of McKeesport, 517 A.2d 906 (Pa.1986).

38. Article III "Grievance and Complaint Procedures" of the July 1, 2001 to June 30, 2003 collective bargaining agreement (Arbitration Exhibit J-1) on page 10 provides under Part A Grievances, Section 3 Procedure,C.4. Level Four, provides in pertinent part as follows:

4. LEVEL FOUR

If the grievant is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered, the Association may, within seven (7) calendar days, of the time a decision was or should have been rendered, request in writing that the grievance be submitted

to arbitration. Within fourteen (14) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon one or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation by either party. **The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement.** The decision and award of the arbitrator shall be final binding. [emphasis added]

39. The Arbitrator has substituted his judgment for that of the clear and unambiguous language of the collective bargaining agreement by adding to, subtracting from or modifying the agreement.

40. The Arbitrator's decision is tantamount to rewriting the terms of the collective bargaining agreement.

41. The Arbitrator's award does not draw its essence from the collective bargaining agreement because it creates an absurd result by finding employees cannot work more than the hours listed in Appendix B in direct contradiction to Article XI, Section 1(B) and (C) and the wording in Appendix B that provides that the hours of full-time School Term work will be 1316 hours to 1640 hours per year.

42. The Arbitrator, in finding that the hours listed in Appendix B for secretaries were not "minimums" (but conversely would then be implied "maximums") negates the plain wording of the collective bargaining agreement.

43. An arbitrator's award cannot pass the "essence test" enunciated by the Pennsylvania Supreme Court in State System of Higher Education (Cheney University) v. State College University Professional Assoc., PSEA/NEA, 743 A.2d 405 (Pa.1999),

where the arbitrator's award ignores and renders meaningless other portions of a collective bargaining agreement. Accord. Rochester Area School District v. Rochester Area Education Ass'n, PSEA/NEA, 747 A.2d 971 (Pa.Cmwlth. 2000).

44. The Arbitrator's finding that a listing of hours in Appendix B are maximums that cannot be exceeded is contrary to law and does not draw its essence from the collective bargaining agreement.

45. The Arbitrator's award does not draw its essence from the collective bargaining agreement because it creates an absurd result by ignoring clear and unambiguous language in the agreement regarding the hours of work for School Term employees.

46. The Arbitrator's Award does not draw its essence from the collective bargaining agreement because it blatantly renders portions of the collective bargaining agreement meaningless. Accord. Rochester Area School District v. Rochester Area Education Ass'n, PSEA/NEA, 747 A.2d 971 (Pa.Cmwlth. 2000).

47. The Arbitrator's Award does not draw its essence from the collective bargaining agreement inasmuch as the Arbitrator added to and modified the terms of the collective bargaining agreement in direct contravention of Article III, Grievance and Complaint Procedures as outlined in Paragraph 39.

48. The Arbitrator's Award dated October 6, 2006, is erroneous and should be vacated for the following additional reasons:

- A. The award is contrary to law and is such that, had it been a verdict of a jury, the court would have entered a different judgment or a judgment notwithstanding the verdict. 42 Pa.C.S.A. §7302(d)(1)(ii) and §7302(d)(2).

- B. The award is contrary to law because it does not draw its essence from the terms of the collective bargaining agreement based upon the information outlined in the prior averments.
- C. The Arbitrator's Award does not draw its essence from the collective bargaining agreement because it contravenes the Petitioner's "core function" to operate schools as determined to be in the best interest of students.
- D. The Arbitrator's Award does not draw its essence from the collective bargaining agreement because it renders meaningless other portions of the collective bargaining agreement and creates conflict among the agreement's terms.

49. The Petitioner/District's exhibits including the collective bargaining agreements, transcripts, etc., are submitted with this application for the Court's review.

WHEREFORE, the DuBois Area School District requests this Honorable Court to grant this Petition for Review and Application to Vacate the Arbitrator's Award and deny the grievance filed by the Respondent/Association in the above-captioned case and to grant such further relief as the Court deems appropriate.

Respectfully submitted

ANDREWS & BEARD

By: 

Carl P. Beard, Esquire
Pa.Id. No. 33479
3366 Lynnwood Drive
Altoona, PA 16602
(814-943-3304)
Attorney for Petitioner
DuBois Area School District

Date: October 24, 2006

VERIFICATION

I, Sharon Kirk, Superintendent of Schools for DuBois Area School District, do hereby verify that the statements in the foregoing **Petition to for Review and Application to Vacate Arbitration's Award** are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.



Sharon Kirk, Superintendent
DuBois Area School District

DUBOIS AREA SCHOOL DISTRICT
Petitioner

Complaint in Equity

v.

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,
Respondent

Civil Action No. _____

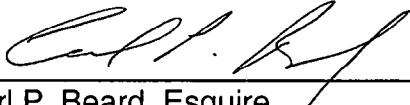
CERTIFICATE OF SERVICE

I, Carl P. Beard, Counsel for Petitioner, do hereby certify that a true and correct copy of the foregoing Petition for Review and Application To Vacate Arbitrator's Award and Exhibits to Petition for Review and Application to Vacate Arbitrator's Award were served upon counsel for the Respondent on October 24, 2006, as follows:

U.S. MAIL

Randall C. Rodkey, Esquire
Leventry, Haschak & Rodkey, LLC
1397 Eisenhower Boulevard
Richland Square III, Suite 202
Johnstown, PA 15904

ANDREWS & BEARD


Carl P. Beard, Esquire
Pa.Id. No. 33479

3366 Lynnwood Drive
Altoona, PA 16602
Phone: (814) 943-3304
Counsel for Petitioner,
DuBois Area School District

Date: October 24, 2006

**ANDREWS
& BEARD**
LAW OFFICES

DAVID P. ANDREWS
CARL P. BEARD
ROBERTA BINDER HEATH

PATRICK J. FANELLI
AIMEE L. WILLETT

CARL P. BEARD

DIRECT DIAL: 814.943.7926
FAX: 814.943.3430
cbeard@andrewsbeard.com

October 24, 2006

Prothonotary
Clearfield County Court of Common Pleas
230 East Market Street
Clearfield, PA 16830

**Re: DuBois Area School District v. DuBois Area Education Support
Professionals Association
Petition for Review and Application to Vacate Arbitrator's Award**

Dear Prothonotary:

Enclosed please find the Petition for Review and Application to Vacate Arbitrator's Award including Exhibits for filing on behalf of the Petitioner, DuBois Area School District.

Please also find a check in the amount of \$85 to cover the filing fee in this matter. I would ask that you time-stamp and return a copy of the Petition to me in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter. Please do not hesitate to contact me with any questions.

Sincerely,



Carl P. Beard, Counsel for Petitioner
DuBois Area School District

CPB/rfl
Enclosures
Cc/enc: Randall Rodkey, Esquire
Sharon Kirk, Superintendent

www.andrewsbeard.com

3366 LYNNWOOD DRIVE PO Box 1311 ALTOONA, PENNSYLVANIA 16603-1311 814.943.3304 FAX 814.943.3430
OFFICES ALSO LOCATED IN JOHNSTOWN, PA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DUBOIS AREA SCHOOL DISTRICT, :
Petitioner : Complaint in Equity
v. :
: Civil Action No. 06-1756-CD
DUBOIS AREA EDUCATION SUPPORT :
PROFESSIONALS ASSOCIATION, :
PSEA/NEA, :
Respondent :
:

**ANSWER AND NEW MATTER TO PETITION FOR REVIEW
AND APPLICATION TO VACATE ARBITRATOR'S AWARD**

TO THE HONORABLE, THE JUDGES OF SAID COURT:

AND NOW, this 14th day of November, 2006, Respondent, DuBois Area Education Support Professionals Association, PSEA/NEA, by and through its attorney, Randall C. Rodkey, Esquire, Leventry, Haschak & Rodkey, LLC, and files the following Answer and New Matter to the Petition for Review and Application to Vacate Arbitrator's Award. In support thereof, Respondent respectfully avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

FILED

NOV 15 2006
m(1:05(w))
William A. Shaw
Prothonotary/Clerk of Courts
610

1 Cite to Atty

6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.
13. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
14. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
15. Admitted.
16. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
17. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
18. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
19. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
20. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.

21. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
22. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
23. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
24. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
25. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
26. Denied. After reasonable investigation, Respondent is without sufficient information to admit or deny the allegations of this paragraph and therefore denies the same. Strict proof thereof, if relevant, is demanded.
27. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
28. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
29. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
30. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.

31. Denied as stated. On the contrary, it is averred that Arbitrator Newman considered the testimony of all witnesses, all documents and Exhibits and the legal positions of both parties in making his decision.
32. Denied. Respondent avers that the allegations of paragraph 32. are not statements of fact to which a response is required. The allegations are an excerpt of testimony given in the arbitration hearing. The entire transcript of the arbitration hearing is incorporated in this proceeding and it speaks for itself. Thus, any summary or recitation thereof is denied.
33. Respondent believes and therefore avers that the allegations of paragraph 34. are conclusions of law to which no response is necessary. To the extent that paragraph 33. is deemed to contain factual allegations, it is averred that the Arbitrator's Award is based upon contractual provisions of the Collective Bargaining Agreement which various provisions thereof were asserted by the parties and argued before the Arbitrator. The Award of the Arbitrator, interpreting the various provisions of the Collective Bargaining Agreement does in fact draw its essence therefrom. No provision of the Arbitrator's Award violates any provision of law and no specific violations are alleged by Petitioner.
34. Respondent believes and therefore avers that the allegations of paragraph 34. are conclusions of law to which no response is required. However, to the extent that said averments are deemed to be factual, Respondent avers that the Arbitrator considered and gave weight to each and every portion of the Collective Bargaining Agreement asserted by the parties in support of their respective positions. Petitioner identifies no specific provisions of the Collective Bargaining Agreement rendered meaningless

by the Award and indeed none were. Petitioner simply disagrees with the decision of the Arbitrator and attempts to justify its position before the Court by alleging that the interpretation of the Arbitrator in some unexplained manner renders portions of the Agreement meaningless.

35. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
36. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
37. Respondent believes and therefore avers that the allegations of paragraph 37. are conclusions of law to which no response is required.
38. Denied. The allegations of this paragraph refer to a legal document which speaks for itself. Thus, any summary or recitation thereof is denied.
39. Respondent believes and therefore avers that the allegations of this paragraph are legal conclusions to which no response is required. To the extent that said averments are deemed to be factual, Respondent avers that the Arbitrator gave the clear, plain meaning and interpretation of each section of the Collective Bargaining Agreement discussed in his Award and that he did not add, subtract or otherwise modify the Agreement. He gave the affect to each and every provision of the Collective Bargaining Agreement as he determined was intended by the parties in handing down his Award.
40. Denied for the reasons set forth in paragraph 39. above.
41. Respondent believes and therefore avers that the allegations of paragraph 41. are legal conclusions to which no response is required. To the extent that said averments

are deemed to be factual, Respondent avers that the decision of the Arbitrator is entirely consistent with the language of the Collective Bargaining Agreement, the testimony of the parties before the Arbitrator in explaining the contractual framework negotiated by the parties and the other documentary evidence presented to him. The Arbitrator's finding that the specific listing of the hours for the secretarial positions and the various categories of aides set forth in Appendix "B" controlled over the broad or general wording of the other provisions of the contract, including but limited to Article XI, § 1. (B) and (C) and the school term hours provision of Appendix "B", is not absurd but sound contract interpretation by the Arbitrator.

42. Respondent believes and therefore avers that the allegations of paragraph 42. are conclusions of law to which no response is required. To the extent that said averments are deemed to be factual, Respondent avers that the Award of the Arbitrator in essence said that Appendix "B" means exactly what it says, that the hours set forth in Appendix "B" (which is part of the negotiated Collective Bargaining Agreement) specifically sets the hours to be worked by each secretarial position and the various categories of aides. The Award of the Arbitrator gives full affect to the plain and clear wording of the Collective Bargaining Agreement.
43. Respondent believes and therefore avers that the allegations of paragraph 43. are conclusions of law to which no response is required.
44. Respondent believes and therefore avers that the allegations of paragraph 44. are conclusions of law to which no response is required. To the extent that said averments are deemed to be factual, Respondent avers that the Arbitrator did not state that the listing of hours in Appendix "B" are maximums. Such characterization has

been made by the Petitioner and is not supported by the Award or the record in this case. Petitioner states no law to which the Award is allegedly contrary. The Award of the Arbitrator simply upholds the plain language of the Collective Bargaining Agreement and the testimony of the witnesses of both parties that they bargained specific hours for each and every secretarial position and each and every category of aides.

45. Respondent believes and therefore avers that the allegations of paragraph 45. are conclusions of law to which no response is required. To the extent that said averments are deemed to be factual, Respondent avers that for reasons set forth hereinabove, the Award does draw its essence from the Collective Bargaining Agreement. No absurd result is created by the Award; Petitioner makes this unsupported averment purely because it disagrees with the decision of the Arbitrator. The Arbitrator did not ignore the allegedly clear and unambiguous language of the Agreement regarding the hours of work for school term employees. Rather, the Arbitrator said that within the general range of the hours for school term employees, he found that the parties agreed to the specific designation of the hours for the various secretarial positions and various categories of aides.
46. Denied for the reasons set forth in paragraph 45. above.
47. Denied for the reasons set forth in paragraphs 39. and 45. above.
48. Respondent believes and therefore avers that the allegations of paragraph 48. are conclusions of law to which no response is required. To the extent that said averments are deemed to be factual, Respondent avers as follows:

- A. Petitioner fails to cite any specific provisions of law allegedly violated by the Award. Respondent denies that the Award is contrary to law and avers that the Court has no basis in law and/or fact to enter a different judgment or a judgment notwithstanding the verdict.
- B. For the reasons set forth in paragraph 33, 34, 39, 41, 42, 43 and 45 above, the Award interpreting the provisions of the Collective Bargaining Agreement as advocated by both sides to this controversy draws its essence from the Collective Bargaining Agreement as that term has been defined by the Courts of this Commonwealth. Respondent avers that the “core function” concept as an exception to the essence test is not applicable to the factual and legal situation in this case. Even if a “core function” analysis is applicable to this case, the Award of the Arbitrator in no way contravenes the Petitioner’s ability to operate its school. Petitioner does not have an unfettered right to operate the school as it would determine. Specifically, the Public Employee Relations Act provides for mandatory collective bargaining on wages, hours, terms and conditions of employment. Further, said Act provides for mandatory binding arbitration in disputes arising out of the provisions of a Collective Bargaining Agreement. Therefore, Petitioner’s so called “core function” rights are tempered by its duty to bargain and arbitrate on the aforesaid issues. The instant case deals specifically with the hours of employees, a term and condition of employment, hence, no violation of an alleged “core function” obligation exists in this case, as the Award merely requires Petitioner to adhere to what it bargained.

C. For the reason set forth in paragraphs 33, 34, 39, 41, 42, 43 and 45 above, it is averred that the Arbitrator's Award does draw its essence from the Collective Bargaining Agreement, gives full affect to all provisions of the Collective Bargaining Agreement, fully implements the intentions of the parties to said Collective Bargaining Agreement and gives full affect to the relevant provisions of the Collective Bargaining Agreement when considered as a whole.

49. Admitted.

WHEREFORE, Respondent, DuBois Area Education Support Professionals Association, PSEA/NEA, respectfully prays this Honorable Court to dismiss the Petition for Review and Application to Vacate Arbitrator's Award and to confirm the Arbitrator's Award upholding the Grievance filed by the Respondent in the above captioned case and to award costs and attorneys fees to the Respondent and other such relief as the Court deems appropriate.

NEW MATTER

By way of a further and more complete response, Respondent by and through its counsel sets forth the within New Matter and in support thereof avers as follows:

50. Paragraphs 1. through 49. above are incorporated herein by reference.
51. In reviewing public employee arbitration awards, the parties are bound by the record consisting of the Collective Bargaining Agreement, the Grievance and the Arbitration Award. The trial court does not take testimony and does not hold a de

- novo hearing. Borough of Dormont v. the Bureau Police Department, 654A2nd 69 (Pa. Cmwlth 1959). Finding of facts are solely within the providence of the Arbitrator.
52. The Public Employee Relations Act provides for mandatory binding arbitration in disputes arising out of the provisions of a collective bargaining agreement between a public employer and a bargaining representative of the public employees such as in this case 43 PS § 1101.903.
53. The Collective Bargaining Agreement between the Petitioner and Respondent provides in Article III, Part A., Section 3.C.4. for arbitration of Grievances not resolved pursuant to the grievance procedure. The Collective Bargaining Agreement specifically provides: "The decision of Award of the Arbitrator shall be final and binding." The Arbitrator ruled that the specific language of Appendix "B" controls over the general language of Article XI (1) B. This finding of the Arbitrator is supported by the Collective Bargaining Agreement and the record in this case. The Arbitrator found that Article XI (1) (C) did not support the Petitioner's position to allow it to institute an across the board extension of the hours of the school term employees. This finding of the Arbitrator is supported by the language of the Collective Bargaining Agreement and the record in this case, and is rationally derived from the Collective Bargaining Agreement.
54. The list of hours for the various secretarial positions and the various categories of aides set forth in Appendix "B" of the Collective Bargaining Agreement are clearly within the length of school year as set forth in the general language of Article XI (1) (B). The finding of the Arbitrator that the specific language of

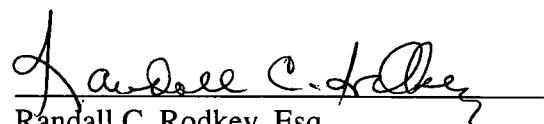
Appendix "B" controls the general language of Article XI (1) (B) is entirely consistent with the terms and conditions of the Collective Bargaining Agreement and logically flow from it.

55. The Pennsylvania Supreme Court has articulated a two-prong test for lower courts who are called upon to overturn an Arbitrator's Award:

"First, the court shall determine if the issue as properly defined is within the terms of the collective bargaining agreement. Second, if the issue is embraced by the agreement, and thus, appropriately before the arbitrator, the arbitrator's award will be upheld if the arbitrator's interpretation can rationally be derived from the collective bargaining agreement. That is to say, a court will only vacate an arbitrator's award where the award indisputably and genuinely is without foundation in, or fails to logically flow from, the collective bargaining agreement." Id. At 412.

56. The Award of Arbitrator Newman in the instant case indisputably and genuinely has foundation in and logically flows from the Collective Bargaining Agreement.
57. Based upon the clear pronouncement of the Pennsylvania Supreme Court as to the review of public arbitration awards by the lower courts, the Petition for Review and to Vacate Arbitrator's Award should be dismissed.
58. The Arbitration Award is rationally derived from the Collective Bargaining Agreement.
59. The Petition herein fails to state grounds upon which an Arbitration Award may be vacated.
60. Pursuant to the provisions of 42 Pa. C.S.A. Sec. 7314(d), the Court has the power to and is hereby requested to confirm the Award of Arbitrator Newman dated October 6, 2006.

WHEREFORE, Respondent, DuBois Area Education Support Professionals Association, PSEA/NEA, respectfully prays this Honorable Court to dismiss the Petition for Review and Application to Vacate Arbitrator's Award and to confirm the Arbitrator's Award upholding the Grievance filed by the Respondent and to award costs and attorneys fees to the Respondent and other such relief as the Court deems appropriate.



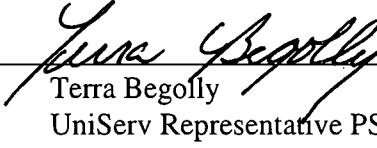
Randall C. Rodkey, Esq.
Attorney for Respondent
Leventry, Haschak & Rodkey, LLC
1397 Eisenhower Boulevard
Richland Square III, Suite 202
Johnstown, PA 15904
PA ID No. 05952
(814) 266-1799

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DUBOIS AREA SCHOOL DISTRICT, :
Petitioner : Complaint in Equity
v. :
DUBOIS AREA EDUCATION SUPPORT :
PROFESSIONALS ASSOCIATION, :
PSEA/NEA, :
Respondent : Civil Action No. 06-1756-CD

UNSWORN VERIFICATION

I, Terra Begolly, UniServ Representative PSEA/NEA verify that the Answer to Petition for and New Matter
Review and Application to Vacate Arbitrator's Award is true and correct to the best of my
knowledge, information and belief. I understand that false statements herein are made subject to the
penalties of 18 PA. C.S.A Sec. 4904 relating to unsworn falsification to authorities.



Terra Begolly
UniServ Representative PSEA/NEA

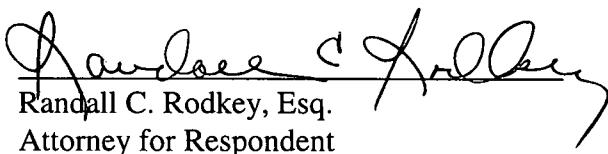
**COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

DUBOIS AREA SCHOOL DISTRICT,	:	
Petitioner	:	Complaint in Equity
 	:	
v.	:	
 	:	
DUBOIS AREA EDUCATION SUPPORT PROFESSIONALS ASSOCIATION, PSEA/NEA,	:	Civil Action No. 06-1756-CD
Respondent	:	

CERTIFICATE OF SERVICE

I, hereby certify that a true and correct copy of the above captioned Answer and New Matter to Petition for Review and Application to Vacate Arbitrator's Award was served upon Counsel for the Petitioner, this 14th day of November, 2006 by U.S. Postal Service, First Class Mail, as follows:

Carl P. Beard, Esq.
Andrews & Beard Law Offices
3366 Lynnwood Drive
P.O. Box 1311
Altoona, PA 16603-1311


Randall C. Rodkey, Esq.
Attorney for Respondent

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

DEC 05 2006

12:45 PM
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT TO

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DUBOIS AREA SCHOOL DISTRICT

Petitioner

Complaint in Equity

v.

Civil Action No. No. 06-1756-CD

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,

Respondent

:

ANSWER TO NEW MATTER

AND NOW COMES Petitioner/District and Answers the New Matter raised by
Respondent/Association in its Answer and New Matter filed November 14, 2006.

Petitioner incorporates the averments raised in its Petition for Review and Application to
Vacate Arbitrators Award as if more fully referenced herein.

50. Petitioner incorporates paragraphs 1 through 49 of Petitioner's Petition to Vacate
as if set forth fully below.

51. Denied as stated. In reviewing the record including the arbitration award in
addition to the Grievance and Collective Bargaining Agreements, the record also consists of the
evidence and testimony of record. While it is true the trial court does not take testimony nor does
it hold a *de novo* hearing, the arbitrator's award does not draw its essence from the collective
bargaining agreement and as such the Court has an obligation to vacate the arbitrator's award.

52. Admitted in part and denied in part. It is admitted that the Public Employee
Relations Act has a mechanism by which disputes in a collective bargaining agreement between
a public employer and a bargaining representative of public employees is resolved. It is

specifically denied, however, that the provisions of the Public Employee Relations Act precludes review of an arbitration award particularly where same does not draw its essence from the collective bargaining agreement.

53. Admitted in part and denied in part. It is admitted only that Article III, Part A, Section 3.C.4 provides a mechanism to resolve disputes between the parties. However, the language in the collective bargaining agreement speaks for itself. It is specifically denied that merely because the Agreement provides "The decision of Award of the Arbitrator shall be final and binding" precludes an appeal of the arbitration award, particularly where same does not draw its essence from the collective bargaining agreement. The remainder of the averments of Paragraph 53 are specifically denied inasmuch as the findings and/or conclusions of the arbitrator do not draw their essence from the collective bargaining agreement.

54. Denied as stated. The Award of the arbitrator does not draw its essence from the collective bargaining agreement inasmuch as the arbitrator's award renders meaningless other provisions of the collective bargaining agreement. As such, it is contrary to law.

55. It is admitted that the Pennsylvania Supreme Court in State System of Higher Education (Cheney University) v. State College University Professional Assoc., PSEA/NEA, 743 A.2d 405 (Pa.1999) states that there is a two prong test in reviewing arbitrator awards.

56. Denied as stated. The award of Arbitrator Newman does not logically flow and hence does not derive its essence from the collective bargaining agreement.

57. Denied as stated. Petitioner believes and therefore avers the allegations of Paragraph 57 are conclusions of law to which no response is necessary. To the extent a response is deemed required, the averments of paragraph 57 are denied.

58. Denied as stated. Petitioner believes and therefore avers the allegations of Paragraph 58 are conclusions of law to which no response is necessary. To the extent a response is deemed required, the averments of paragraph 58 are denied.

59. Denied as stated. To the contrary, Petitioner's petition clearly sets out grounds to vacate the Arbitrator's Award for the reasons outlined previously in the prior averments of Petitioner's Petition to Vacate in Paragraphs 1 through 49 which are incorporated by reference herein.

60. Denied as stated. Petitioner believes and therefore avers the allegations of Paragraph 60 are conclusions of law to which no response is necessary. To the extent a response is deemed required, Petitioner asserts the award of Arbitrator Elliot Newman does not draw its essence from the collective bargaining agreement and, as such, should be vacated.

WHEREFORE, the DuBois Area School District requests this Honorable Court to grant this Petition for Review and Application to Vacate the Arbitrator's Award and deny the grievance filed by the Respondent/Association in the above-captioned case and to grant such further relief as the Court deems appropriate.

Respectfully submitted

ANDREWS & BEARD

By: Carl Beard
Carl P. Beard, Esquire
Pa.Id. No. 33479
3366 Lynnwood Drive
Altoona, PA 16602
(814-943-3304)
Attorney for Petitioner
DuBois Area School District

Date: December 1, 2006

DUBOIS AREA SCHOOL DISTRICT

Petitioner

Complaint in Equity

v.

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,

Respondent

Civil Action No. No. 06-1756-CD

CERTIFICATE OF SERVICE

I, Carl P. Beard, Counsel for Petitioner, do hereby certify that a true and correct copy of the foregoing Answer to New Matter were served upon counsel for the Respondent on December 1, 2006, as follows:

U.S. MAIL

Randall C. Rodkey, Esquire
Leventry, Haschak & Rodkey, LLC
1397 Eisenhower Boulevard
Richland Square III, Suite 202
Johnstown, PA 15904

ANDREWS & BEARD

Carl P. Beard

Carl P. Beard, Esquire
Pa.Id. No. 33479

3366 Lynnwood Drive
Altoona, PA 16602
Phone: (814) 943-3304
Counsel for Petitioner,
DuBois Area School District

Date: December 1, 2006

ANDREWS & BEARD

LAW OFFICES

CARL P. BEARD

DIRECT DIAL: 814.943.7926
FAX: 814.943.3430
cbeard@andrewsbeard.com

PROTHONOTARY/CLERK OF COURTS

WILLIAM A. SHAW
12-14-06
PROTHONOTARY'S OFFICE
RECEIVED

COPY TO C/A

DAVID P. ANDREWS
CARL P. BEARD
ROBERTA BINDER HEATH

PATRICK J. FANELLI
AIMEE L. WILLETT

December 13, 2006

Prothonotary
Clearfield County Court of Common Pleas
230 East Market Street
Clearfield, PA 16830

**Re: DuBois Area School District v. DuBois Area Education Support
Professionals Association
Petition for Review and Application to Vacate Arbitrator's Award
Civil Action No. 06-1756-CD**

Dear Prothonotary:

The parties in the above matter have filed an Answer and New Matter and a responsive pleading to the New Matter. It is my understanding that this matter will remain pending until either party requests a briefing schedule or files a request for argument.

The Petitioner and Respondent have entered into discussions in an effort to resolve this dispute and therefore, request that the Court place all further proceedings in this matter on hold pending further contact by the Petitioner or Respondent to proceed.

Thank you for your attention to matter. Please do not hesitate to contact me or Respondent's counsel with any questions.

Sincerely,



Carl P. Beard, Counsel for Petitioner
DuBois Area School District

CPB/rflf
Cc: Randall Rodkey, Esquire
Sharon Kirk, Superintendent

www.andrewsbeard.com

3366 LYNNWOOD DRIVE PO Box 1311 ALTOONA, PENNSYLVANIA 16603-1311 814.943.3304 FAX 814.943.3430
OFFICES ALSO LOCATED IN JOHNSTOWN, PA

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DUBOIS AREA SCHOOL DISTRICT

Petitioner

v.

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,

Respondent

: Complaint in Equity

:

: Civil Action No. No. 06-1756-CD

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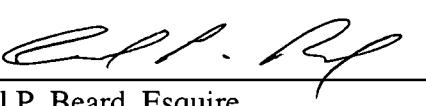
PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

On behalf of the Petitioner, DuBois Area School District, please mark the
action filed at No. 06-1756-CD settled, discontinued and ended.

Respectfully submitted

ANDREWS & BEARD

By: 

Carl P. Beard, Esquire
Pa.Id. No. 33479
3366 Lynnwood Drive
Altoona, PA 16602
(814-943-3304)
Attorney for Petitioner
DuBois Area School District

Date: February 13, 2007

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Atty Beard.
WM
William A. Shaw & COPY to
Prothonotary/Clerk of Courts CIA

DUBOIS AREA SCHOOL DISTRICT

Petitioner

: Complaint in Equity

v.

: Civil Action No. No. 06-1756-CD

DUBOIS AREA EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION,
PSEA/NEA,
Respondent

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CERTIFICATE OF SERVICE

I, Carl P. Beard, Counsel for Petitioner, do hereby certify that a true and correct copy of the foregoing Praecipe to Discontinue was served upon counsel for the Respondent on February 13, 2007, as follows:

U.S. MAIL

Randall C. Rodkey, Esquire
Leventry, Haschak & Rodkey, LLC
1397 Eisenhower Boulevard
Richland Square III, Suite 202
Johnstown, PA 15904

ANDREWS & BEARD



Carl P. Beard, Esquire
Pa.Id. No. 33479

3366 Lynnwood Drive
Altoona, PA 16602
Phone: (814) 943-3304
Counsel for Petitioner,
DuBois Area School District

Date: February 13, 2007

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DuBois Area School District

Vs. No. 2006-01756-CD
DuBois Area Educational Support Professionals, PSE

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CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 14, 2007, marked:

Settled, discontinued and ended.

Record costs in the sum of \$85.00 have been paid in full by Carl P. Beard Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of February A.D. 2007.



William A. Shaw, Prothonotary