

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

PENNS VALLEY EDUCATION ASSOCIATION :  
:  
v. : CASE NO. PERA-C-20-78-E  
:  
PENNS VALLEY AREA SCHOOL DISTRICT :

**PROPOSED DECISION AND ORDER**

On March 31, 2020, the Penns Valley Education Association (Association) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (PLRB or Board) alleging that the Penns Valley Area School District (District or Employer) violated Section 1201(a)(1), (3) and (5) of the Public Employee Relations Act (PERA or Act) by unilaterally diverting bargaining unit work.

On June 18, 2020, the Secretary of the Board issued a complaint and notice of hearing designating September 22, 2022, in Harrisburg, as the time and place of hearing.

The hearing was continued at the request of the parties. A hearing was eventually held on June 11, 2021, in Spring Mills, before the undersigned Hearing Examiner, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Association filed its post-hearing brief on October 15, 2021. The District filed its post-hearing brief on November 15, 2021.

The Hearing Examiner, based upon all matters of record, makes the following:

**FINDINGS OF FACT**

1. The District is a public employer within the meaning of Section 301(1) of PERA. (N.T. 9).
2. The Association is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 9).
3. By certification dated December 31, 1970, the Association represents professional employes of the District including teachers, guidance counselors, school nurses, and librarians; and excluding supervisors, first level supervisors, and confidential employes as defined by the Act. PERA-R-545-C.
4. The school psychologist position has been in the bargaining unit since at least the early 1990s. Since the 2004-2005 school year, the District has employed at least five individuals as a school psychologist. The school psychologist is listed on the same salary schedule as the bargaining-unit teachers in the Collective Bargaining Agreement. One of the previous school psychologists, Janelle Meadows, was in the bargaining unit and left the District at the end of the 2017-2018 school year (June 2018). The District did hire another school psychologist, Kathleen Kolbe-Holden, in August 2018. Kolbe-Holden resigned by September 28, 2018. (N.T. 45-46, 50, 65-66, 71, 86,

90-91, 97-99, 104-105, 119-120, 121, 139; District Exhibit 1,2, 18, 19).

5. In August 2018, before the start of the 2018-2019 school year, the parties met at a regularly scheduled conference. The District expressed concerns that they could not hire a new school psychologist given the salary schedule found in the Collective Bargaining Agreement for the professional staff. The District asked the Association to agree to remove the school psychologist position from the bargaining unit. The Association declined to remove the school psychologist from the bargaining unit. (N.T. 12-15).

6. After this meeting, still in August of 2018, the Association proposed three ideas to address the District's concerns about the school psychologist position without removing the position from the bargaining unit. The proposals from the Association were rejected by the District. (N.T. 16-17; Association Exhibit 1).

7. In June of 2019, the District approached the Association to discuss the compensation for the school psychologist. The Association put together a team to meet with the School Board and the Superintendent to discuss the school psychologist position. The primary discussion about the position focused on compensation. The District's request to remove the position from the salary schedule was discussed. (N.T. 19-22; Association Exhibit 2).

8. As a result of the June 2019 meeting about the school psychologist position, the parties drafted a proposed memorandum of understanding (MOU) on the school psychologist issue. The MOU provided for a salary for the school psychologist position that included additional salary beyond what was on the salary scale. The additional salary was at the discretion of the Administration. In exchange, the MOU provided that the CBA would be changed to increase by \$25 the benefit under the CBA that is paid out to bargaining unit members for unused personal and emergency leave. (N.T. 23-25; Association Exhibit 3).

9. After further discussion between the parties, in July, 2019, the Association presented a revised MOU to the bargaining unit members for discussion and a vote. This MOU was voted down by the Association. (N.T. 32-33; Association Exhibits 7, 8).

10. In response to the vote by the Association to not approve the revised MOU, the District sent a letter to the Association. The letter, from Board President Chris Houser and dated August 2, 2019, states in relevant part:

The [District] Board is extremely disappointed the [Association] failed to approve the MOU with the District regarding the hiring of a school psychologist. This memorandum was crucial and would have enabled us to successfully compete to secure the employment of a skilled, licensed school psychologist. . . .

Our efforts to negotiate an agreement were in good faith, and we request that a larger majority of [the Association] honestly and open mindedly re-consider the MOU. . . .

(N.T. 34; Association Exhibit 9).

11. By email dated August 2, 2019, the Association informed the District that the Association refused to revote on the same MOU. The Association stated to the District that it was willing to meet and continue to discuss the school psychologist position. (N.T. 35-36; Association Exhibit 10).

12. The District's Board approved the MOU at a regular meeting held on August 28, 2019. (N.T. 37-38; Association Exhibit 11).

13. On September 13, 2019, Superintendent Griffith sent a memo to the Association which states in relevant part:

On August 28, 2019 the [District's Board] took action to approve MOU for a school psychologist and changes to payout for unused personal and emergency days. . . . I do understand that the [Association] has not agreed to the MOU but it shall remain open to your reconsideration for a period of 90 days . . . .

(Association Exhibit 12).

14. On September 16, 2019, the Association responded to the district by email. The email states in relevant part:

. . . [T]he Association is not interested in the current MOU as written. It was voted down by majority in July. The MOU committee is again willing to meet in good faith and discuss the lack of school psychologist. . . . We would like to work together . . . but we can only do that if the [District] agrees to sit back down at the table to talk and collaborate on a solution to the issue.

(N.T. 40; Association Exhibit 13).

15. On September 30, Houser responded to the Association by email which states in relevant part:

The Board requested, participated, and [actively] prepared for three negotiation sessions with [the Association]. The negotiations were conducted in good faith, mutual agreement was reached, and the Board through formal action fully supported the bargained agreement. The Association refused to reconsider the request to have a greater number of your members fully understand and consider the proposal. In the future, we encourage you to

promote items negotiated in good faith and to properly inform your members.

Again the agreement that both [the Association's and District's committees] was best for children and our District and I would urge you to produce a positive vote on the MOU.

(Association Exhibit 14).

16. During its November 20, 2019, regular meeting, the District's Board voted to approve the creation of a new school psychologist supervisor position. (N.T. 43-47; Association Exhibit 18).

17. At the same meeting, the District's Board hired Michelle McFall as the school psychologist supervisor. McFall was hired as part of the administration and not part of the bargaining unit. She began working at the District in February, 2020. The school psychologist position remains vacant. (N.T. 44-45; 128-131).

18. The vacant school psychologist position has a job description. This job description is accurate with respect to duties performed by school psychologists in the District. This job description states in relevant part:

Job Summary: The school psychologist is either a temporary professional or a tenured professional employee who provides psychological services to students in grades K-12. Working hours are 8:00 a.m. until staff dismissal time. A 30-minute, duty-free lunch period is provided.

Major Duties & Responsibilities:

Consultation Services

- Consultation with regular education teachers regarding behavior management, behavior intervention planning, academic and social concerns, and recognition of at-risk behaviors.
- Consultation with special education teachers regarding individual education programming goals, behavioral planning, and placement issues.
- Consultation with guidance counselors and administrators regarding student behavior, academic concerns, and placement.
- Consultation with parents regarding students' social, emotional, and behavioral well being. Providing information to parents to aid in appropriate educational planning and services (in school and out-of-school).
- Consultation with Early Intervention staff regarding information related to the students serviced by the district when they reach school-age.

- Consultation with teachers and administrators regarding academic, behavioral, or emotional needs of students attending private, parochial, or charter schools.
- Consultation with agency representatives regarding educational and behavioral planning and goal setting for students (e.g., Wrap-Around, probation, Family- Based programs, Children & Youth Services).
- Consultation with physicians, pediatricians, psychiatrists, and clinical psychologists working with students to collaborate services and share information.

#### Individual Assessment

- Psycho-educational testing to determine eligibility for special education and enrichment services. This generally includes tests of intellectual functioning, academic achievement, social and emotional functioning, adaptive behavior, visual-motor functioning, and auditory processing ability. It also includes gathering information from school personnel, parents, and students about past and present levels of functioning, observations, and reviewing educational records.
- Psycho-educational testing to determine appropriate educational placement and programming.
- Psycho-educational testing to assist with re-evaluation of students already identified as needing special education services.
- Screening students for possible learning and emotional difficulties that may be affecting their school performance by giving abbreviated tests, unstructured interviews, and checklists.

#### Interventions

- Assist teachers in implementing behavioral and academic interventions within the classroom setting.
- Assist teachers and administrators in implementing behavioral interventions in unstructured settings.
- Meeting with students individually to discuss concerns that they may have and that may be affecting their school performance (e.g., peer relations, family problems, identity concerns, self-esteem).
- Meeting with students to help them understand their actions and the consequences for their actions after a behavioral incident or to prevent certain interactions.
- Individual and group counseling.

- Conducting support groups for students (academic, social, or emotional).

Attendance at meetings including but not limited to

- Student Support Team/PASS
- Education Report review
  
- Individual Education Plan (IEP) development
- Behavior Plan development
- Inter-agency (including Wrap-Around, Partial Hospitalization, Residential Treatment Facility, Children & Youth Services, Probation)
- Early Intervention Services
- Committees (district-wide or building level)

Crisis Intervention

- Crisis management for students and school personnel in the event of a death or other tragic situation that may occur locally, nationally, or at the building level.
- Assessment of students who are experiencing major mental health or behavioral difficulties that has resulted in a threat or the possibility of a threat of harm against themselves or others. After assessing the threatening or alleged threatening situation, meet with administration, guidance counselors, and parents to determine course of action.

Other

- Coordinating services for students identified as having an Emotional Disturbance and in need of Emotional Support in coordination of services through the Student Support Team.
- Writing psycho-educational reports, evaluation reports, behavioral intervention plans, behavior incident reports, and screening summaries.
- Attendance at conferences, workshops, and trainings.
- Educate school personnel about topics related to students' needs through inservice presentations, group/team meetings, or educational packets.
- Coordinating the Enrichment Services throughout the district.

(N.T. 74, 160, 135; Association Exhibit 15).

19. The current school psychologist supervisor has a job description. This job description was created by the District by taking the school psychologist job description and revising it. The job description states in relevant part:

Job Summary: The school psychologist [SIC] is a professional employee who supervises any other school psychologist or psychologist interns

assigned to the District; observes professional educators and recommends interventions both academically and behaviorally for the students; directs, supervises and evaluates all para-educators in the District; and provides school based psychological services to students in grades K-12.

Major Duties & Responsibilities:

Supervision and Evaluation

- Observe teachers and provide written recommendations for effective implementation of research-based intervention practices
- Contribute to teacher evaluation by providing input and data on teacher performance to the designated building principal
- Observe, supervise and evaluate para-educators within the District
- Supervise and provide written input on the job performance of any District school psychologist, intern, and social worker.
- Provide input into the evaluation of District School Counselors based upon the effectiveness of the strategies used for group and individual counseling sessions.

Consultation Services

- Consult with regular education teachers regarding behavior management, behavior intervention planning, academic and social concerns, and recognition of at-risk behaviors
- Consult with special education teachers regarding individual education programming goals, behavioral planning, and placement issues.
- Consult with guidance counselors and administrators regarding student behavior, academic concerns, and placement.
- Consult with parents regarding students' social, emotional, and behavioral well being. Providing information to parents to aid in appropriate educational planning and services (in school and out-of-school).
- Consult with Early Intervention staff regarding information related to the students serviced by the district when they reach school-age.
- Consult with teachers and administrators regarding academic, behavioral, or emotional needs of students attending private, parochial, or charter schools.
- Consult with agency representatives regarding educational and behavioral planning and goal setting for students (e.g., Wrap-Around,

probation, Family- Based programs, Children & Youth Services).

- Consult with physicians, pediatricians, psychiatrists, and clinical psychologists working with students to collaborate services and share information.

#### Individual Assessment

- Psycho-educational testing to determine eligibility for special education and enrichment services. This generally includes tests of intellectual functioning, academic achievement, social and emotional functioning, adaptive behavior, visual-motor functioning, and auditory processing ability. It also includes gathering information from school personnel, parents, and students about past and present levels of functioning, observations, and reviewing educational records.

- Psycho-educational testing to determine appropriate educational placement and programming.

- Psycho-educational testing to assist with re-evaluation of students already identified as needing special education services.

- Screening students for possible learning and emotional difficulties that may be affecting their school performance by giving abbreviated tests, unstructured interviews, and checklists.

#### Interventions

- Provide input to any planning efforts related to response to intervention for a specific learning disability determination.

- Assist teachers in implementing behavioral and academic interventions within the classroom setting

- Assist teachers and administrators in implementing behavioral interventions in unstructured settings

- Meet with students individually to discuss concerns that they may have and that may be affecting their school performance (e.g., peer relations, family problems, identity concerns, self-esteem)

- Meet with students to help them understand their actions and the consequences for their actions after a behavioral incident or to prevent certain interactions.

- Perform individual and group counseling

- Conducting support groups for students (academic, social, or emotional)

Attendance at meetings including but not limited to

- Student Support Team/PASS
- Education Report review
- Individual Education Program (IEP) development
- Behavior Plan development
- Inter-agency (including Wrap-Around, Partial Hospitalization, Residential Treatment Facility, Children & Youth Services, Probation)
- Early Intervention Services
- Committees (district-wide or building level)

Crisis Intervention

- Crisis management for students and school personnel in the event of a death or other tragic situation that may occur locally, nationally, or at the building level
- Assessment of students who are experiencing major mental health or behavioral difficulties that has resulted in a threat or the possibility of a threat of harm against themselves or others. After assessing the threatening or alleged threatening situation, meet with administration, guidance counselors, and parents to determine course of action.

Policies and Procedures

- Create procedures related to school based evaluations (special education, gifted and 504) to comply with State and Federal mandates.
- Recommend policy revisions related to student services for at-risk students, gifted students, and general education students.

Other

- Coordinating services for students identified as having an Emotional Disturbance and in need of Emotional Support in coordination of services through the Student Support Team
- Writing psycho-educational reports, evaluation reports, behavioral intervention plans, behavior incident reports, and screening summaries
- Attend conferences, workshops, and trainings
- Educate school personnel about topics related to students' needs through inservice presentations, group/team meetings, or educational packets.
- Coordinate the Enrichment Services throughout the district.

(N.T. 66, 107, 136; District Exhibit 24).

20. The school psychologist supervisor position differs from the school psychologist position in that the school psychologist supervisor position has additional supervisory responsibilities, observation responsibilities, and input into teacher observation and evaluation. (N.T. 107-109).

21. In the 2020-2021 school year, Michelle McFall completed the essential functions of the school psychologist job. McFall performs all of the "Consultation Services" of the school psychologist's job. McFall performs the "Individual Assessment" functions of the school psychologist position with assistance from an Intermediate Unit employer. McFall performs all of the "Interventions" functions of the school psychologist position, with assistance from non-bargaining unit members when necessary (see Findings of Fact #22 and #23 below). McFall is performing all of the "Crisis Intervention" functions of the school psychologist position. McFall is performing all of the "Other" functions of the school psychologist position with assistance from other bargaining unit members. (N.T. 128-132; Association Exhibit 15).

22. After Kolbe-Holden left after a mere few weeks, the District subcontracted with previous school psychologist Janelle Meadows to perform some services in the District. When hired as an independent contractor, Meadows performed the necessary evaluations that the District had to complete in order to stay compliant with Pennsylvania special education law. The Association did not formally object to the District hiring Meadows in such a manner. (N.T. 105-106; District Exhibit 18, 19).

23. The District has since at least the mid-1990s contracted with Central Intermediate Unit 10 to provide auxiliary evaluations for special education and 504 services as necessary for the District to remain in compliance with state law. (N.T. 60, 112-113, 122-123; 129; District Exhibit 29).

## **DISCUSSION**

The Association in this matter charges that the District unilaterally removed the work of the school psychologist when it hired a new school psychologist supervisor outside of the bargaining unit and therefore violated Section 1201(a)(1)(3) and (5) of the Act. As an initial matter, the unilateral removal of bargaining unit work is a violation of Section 1201(a)(1) and (5). The Association presented no evidence or argument as to a violation of Section 1201(a)(3). The charge based on Section 1201(a)(3) is therefore dismissed.

An employe representative bears the burden of proving that an employer unilaterally transferred or removed work from the bargaining unit. City of Allentown v. PLRB, 851 A.2d 988 (Pa. Cmwlth. 2004). The transfer of any bargaining unit work outside the unit without first bargaining with the employe representative is an unfair practice. City of Harrisburg v. PLRB, 605 A.2d 440 (Pa. Cmwlth. 1992). A removal of bargaining unit work may occur (1) when an employer unilaterally removes work that is exclusively performed by the bargaining unit or (2) when an employer alters a past practice regarding the extent to which bargaining unit employes and non-bargaining unit employes perform

the same work. City of Jeannette v. PLRB, 890 A.2d 1154 (Pa. Cmwlth. 2006) (citing AFSCME, Council 13, AFL-CIO v. PLRB, 616 A.2d 135 (Pa. Cmwlth. 1992)).

Even where bargaining unit and non-unit employes have both performed similar duties, a union can satisfy the exclusivity requirement by proving that the bargaining unit members exclusively performed an identifiable proportion or quantum of the shared duties such that the bargaining unit members have developed an expectation and interest in retaining that amount of work. AFSCME, Council 13 v. PLRB, supra; City of Jeanette v. PLRB, supra. Therefore, a public employer commits an unfair practice by altering the manner in which work has been traditionally assigned or by varying "the extent to which members and non-members of the bargaining unit have performed the same work." Wyoming Valley West School District, 32 PPER ¶ 32008, 28-29 (Final Order, 2000) (citing AFSCME, Council 13, AFL-CIO v. PLRB, supra); Centre Township, 50 PPER 14 (Final Order, 2018).

The Association has met its burden in this case. The record shows that the District unilaterally removed exclusive school psychologist work from the unit and when it created a new school psychologist supervisor position and hired McCall to fill the new position.

In summary, this matter is straight forward. The record in this matter shows that the District has been concerned that it cannot hire and retain school psychologists due to relatively low pay tied to the CBA's salary schedule. The Association and the District attempted to reach an agreement on how to address the issue. The Association's members voted down an attempt to reach an agreement in the form of an MOU. The District was disappointed with the Association members' vote and urged the Association to vote again on the issue and approved the MOU itself after the Association members had already not approved it. While the Association remained open to bargaining the issue of the school psychologist, the District stopped bargaining, issued a final offer (the same MOU that the Association already voted down), and then moved unilaterally to create a new school psychologist supervisor position outside of the bargaining unit. The school psychologist supervisor's position includes all of the previous functions of the school psychologist with some additional supervisory functions. Thus, the District solved its problem of wanting to hire a school psychologist on a pay scale outside of the CBA by creating and staffing a new position outside of the bargaining unit which had the job duties of the school psychologist. This is a violation of Act.

Turning to the specifics in this matter, it is clear that the school psychologist position was a member of the bargaining unit. Though the school psychologist position is not explicitly listed in the certification from 1970, the witnesses all testified that the school psychologist had, as long as anyone could remember, been part of the bargaining unit and had been paid pursuant to the pay scale in the CBA. See Allegheny Valley School District, PERA-C-11-222-W (Order Directing Remand to Hearing Examiner For Further Proceedings, 1993) ("Where the parties treat a position as included in the bargaining unit, an employer may not subcontract the work without first bargaining with the

employe representative or filing a petition for unit clarification seeking to exclude the position from the unit.”).

The record shows that the District acted unilaterally when it moved forward with the creation and staffing of the school psychologist supervisor position without bargaining with the Association. The record shows that the District did attempt to bargain the issue, but became frustrated by the Association and acted unilaterally when the Association did not vote to approve the MOU.

The record shows that most of the work described in the school psychologist job description at Association Exhibit 15 was exclusive to the bargaining unit. More specially, all of the work under the subheadings in the school psychologists job description labeled “Consultation Services”, “Individual Assessment”, “Interventions”, “Attendance at Meetings”, “Crisis Intervention”, and “Other” are exclusive bargaining unit work with the exception that the District has routinely contracted with Central Intermediate Unit 10 and other independent contractors to provide auxiliary evaluations for special education and 504 services as necessary for the District to remain in compliance with state law. Thus, the job function of evaluating students for services is shared between the Association and non-bargaining unit members.

The record shows that the school psychologist supervisor performs all of the work described under the subheadings “Consultation Services”, “Individual Assessment”, “Interventions”, “Attendance at Meetings”, “Crisis Intervention”, and “Other” on both the school psychologist and school psychologist supervisor job descriptions. (Findings of Fact #18 and #19). Indeed, except for a few styling changes and additional duties discussed below, the job description for school psychologist supervisor is identical to school psychologist. The job description for school psychologist supervisor even still refers to the position as “school psychologist”. While the job description for school psychologist and school psychologist supervisor are identical with respect to duties listed under the “Consultation Services”, “Individual Assessment”, “Interventions”, “Attendance at Meetings”, “Crisis Intervention”, and “Other” subheadings, the school psychologist supervisor job description has two additional subheadings labeled “Supervision and Evaluation” and “Policies and Procedures”. The record shows that the duties listed under these subheadings are performed by the school psychologist supervisor and are not exclusive to the bargaining unit.

Thus, the record is clear that the District has violated Section 1201(1) and (5) of the Act when it unilaterally removed work from the bargaining unit. The District will be ordered to immediately return the bargaining unit work to the Association. The bargaining unit work is specifically: all of the work described under the “Consultation Services”, “Individual Assessment”, “Interventions”, “Attendance at Meetings”, “Crisis Intervention”, and “Other” subheadings in Findings of Fact #18 and #19 with the exception that the District can continue to outsource screenings as necessary to comply with the law.

## CONCLUSIONS

The Hearing Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds:

1. The District is a public employer within the meaning of Section 301(1) of PERA.
2. The Association is an employe organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. The District has committed unfair practices in violation of Section 1201(a)(1) and (5) of PERA.
5. The District has **not** committed unfair practices in violation of Section 1201(a)(3) of PERA.

## ORDER

In view of the foregoing and in order to effectuate the policies of PERA, the Hearing Examiner

### HEREBY ORDERS AND DIRECTS

that Penns Valley School District shall:

1. Cease and desist from interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of the Act.
2. Cease and desist from refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.
3. Take the following affirmative action which the Hearing Examiner finds necessary to effectuate the policies of PERA:
  - (a) Immediately return the exclusive bargaining unit work, defined as the work described under the "Consultation Services", "Individual Assessment", "Interventions", "Attendance at Meetings", "Crisis Intervention", and "Other" in the subheadings in Findings of Fact #18 and #19, to the Association;
  - (b) Immediately make bargaining unit members whole for any losses suffered as a result of the removal of bargaining unit work with statutory interest of six percent *per annum*;
  - (c) Post a copy of this Decision and Order within five (5) days from the effective date hereof in a conspicuous place readily accessible to the bargaining unit employes and have the same remain so posted for a period of ten (10) consecutive days;

(d) Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this Decision and Order by completion and filing of the attached Affidavit of Compliance; and

(e) Serve a copy of the attached Affidavit of Compliance upon the Union.

**IT IS HEREBY FURTHER ORDERED AND DIRECTED**

that in the absence of any exceptions filed pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

**SIGNED, DATED AND MAILED** at Harrisburg, Pennsylvania, this sixteenth day of December, 2021.

PENNSYLVANIA LABOR RELATIONS BOARD

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STEPHEN A. HELMERIC, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

PENNS VALLEY EDUCATION ASSOCIATION :  
v. : CASE NO. PERA-C-20-78-E  
PENNS VALLEY AREA SCHOOL DISTRICT :

**AFFIDAVIT OF COMPLIANCE**

The Penns Valley Area School District hereby certifies that it has ceased and desisted from its violation of Section 1201(a)(1) and (5) of the Public Employe Relations Act; that it complied with the Proposed Decision and Order as directed therein; that it immediately returned the exclusive bargaining unit work, defined as the work described under the "Consultation Services", "Individual Assessment", "Interventions", "Attendance at Meetings", "Crisis Intervention", and "Other" subheadings in Findings of Fact #18 and #19, to the Association; that it immediately made bargaining unit members whole for any losses suffered as a result of the removal of bargaining unit work with statutory interest of six percent per annum; that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Title

SWORN AND SUBSCRIBED TO before me  
the day and year first aforesaid.

\_\_\_\_\_  
Signature of Notary Public