

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

CLEARFIELD AREA EDUCATION ASSOCIATION :
:
: CASE NO. PERA-C-25-39-W
v. :
:
CLEARFIELD AREA SCHOOL DISTRICT :

PROPOSED DECISION AND ORDER

On February 7, 2025, the Clearfield Area Education Association (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) alleging that Clearfield Area School District (District or Employer) violated Section 1201(a)(1), (3) and (5) of the Public Employe Relations Act (PERA or Act) by unilaterally diverting bargaining-unit work to non-bargaining unit District employees.

On March 10, 2025, the Secretary of the Board issued a complaint and notice of hearing, assigning the matter to conciliation, and designating May 23, 2025, in Harrisburg, as the time and place of hearing.

The hearing was held on May 23, 2025, in Clearfield, 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 Union filed a post-hearing brief on July 14, 2025. The District filed a post-hearing brief on August 11, 2025. On August 20, 2025, the Hearing Examiner, with consent of the parties, reopened the record to add the collective bargaining agreement between the parties as PLRB Exhibit 1.

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. 7).
2. The Union is an employe organization within the meaning of Section 301(3) of PERA. The Union is the exclusive bargaining agent of a unit of professional employes of the District including classroom teachers. (N.T. 7, PLRB Exhibit 1, PERA-R-230-W).
3. The parties are subject to a collective bargaining agreement with the effective dates of July 1, 2023 through June 30, 2028. (PLRB Exhibit 1).
4. There is currently no Technology Coach employed by the District. The last Technology Coach's tenure ended in 2017 when the District did not refill the position. The last Technology Coach was Jessica Bailey. It is a bargaining-unit position. The last posting for Technology Coach was in 2007. The 2007 posting notice for Technology Coach states in relevant part:

POSTING: Technology Coach

SUMMARY: Primary focus will be to assist classroom teachers to successfully integrate the use of effective strategies and multiple technologies in order to differentiate and enhance student learning.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Facilitates school-based high quality professional development, working with teachers (in teams or individually) to refine their knowledge and skills. Training vehicles could include in-class coaching, peer observing and/or modeling of technology integration strategies and multiple technologies; guiding teachers in looking at student work; developing lesson plans with teacher based on student needs; etc.
- Acts as a resource person for staff to aid in the integration of technology into the classroom.
- Plans professional education opportunities for the integration of technology into instruction.
- Works with teachers in the classroom in a "peer coaching" capacity with the implementation of technology and related instructional techniques.
- Monitors instructional effectiveness and progress using tools and strategies gained through professional development.
- Models the effective use of technology integration strategies and multiple technologies into practice across content areas.
- Through personal growth and professional education remains current on theory and practice of technology integration into the classroom.
- Stays current on instructional software use in the classroom.
- Identifies and coordinates appropriate staff to pursue available related technology grants/funding.
- Assist with assessment and evaluation of District's Technology program.
- Acts as liaison between staff and administration concerning the Technology Program.

TECHNOLOGY SKILLS:

. . . .
Proficient in Microsoft Office software applications to include Word, Excel, Access, PowerPoint, Publisher and Outlook. . . .
Advanced knowledge and ability to integrate media such as phones, hand-held devices, Podcasts, etc. into the educational setting. . . .
Basic troubleshooting ability (hook up projector, external audio devices, etc.)

(N.T. 11-13, 27, 35; Union Exhibit 1).

5. Bailey was the last Technology Coach. At that time in 2017, the teachers had smart boards connected to laptops and their own laptops. The students did not have their own computers at that time but there was a laptop cart available which teachers could request to use in their class. Baily had an online form for teachers to use when they had an instructional technology request. When Baily got a request, she would go to the teacher's classroom and help the teacher with their instructional technology needs. For example, in 2016, a teacher asked Bailey for help getting technology to use with chemistry students. Baily found a chemistry modeling program for the teacher to use. (N.T. 83-86).

6. In 2023, the District received approximately \$1,100,000 in grant funds and used those funds to purchase new iPads for students and teachers, new MacBooks for teachers, and new digital curriculum and digital resources. The District began distributing the new technology in the 2024-2025 school year. (N.T. 11, 14; Union Exhibit 2).

7. In June 2024 before the 2024-2025 school year, the District promulgated a new technology adoption information document (or roll-out plan) which states in relevant part:

Clearfield Area School District

Student iPad Adoption

. . . .

All student devices will be replaced/updated with iPads for the 24-25 school year. . . .

Teachers will also be provided with the same iPad to allow for an ability to help students with their devices and know the uses of the device. .

. .

- Elementary teachers will receive one-hour training on the iPads on the Welcome Back Day (August 21). Teachers will be broken into two groups K-3 with Title and 4-6 with Itinerants. Special Education will train with grade level appropriate peers.

- Secondary teachers will receive training during the first two weeks of school in their collaboration periods. (Week of August 26 and Sept 3).

- Topics to be included in the training:

- How to use and care for your iPad

- How to access e-mail, internet, and other common uses such as Sapphire [a student information database].

- Introduction to Collage, ClassLink, Apple Classroom and other possible software uses in general.

- Student QuickStart Guide.

Teacher MacBook Adoption

. . .
Those that are using Cleartouch boards will be shown how to use Collage to display their screen on the Cleartouch boards. This will be provided on a one-to-one training by tech.
. . .

(N.T. 14, 186; Union Exhibit 2).

8. With the 2024-2025 iPad and MacBook rollout, teachers faced various classroom technology issues. They faced many problems because previously the school had been a Microsoft product environment in the classroom and the students used Chromebooks. They found that students had issues using iPads to open digital textbooks. The teachers had issues in their classrooms getting their MacBooks to work with Cleartouch boards and the Collage program. Collage was crashing if too many students were on it. Teachers also had issues using the new program Apple Classroom. (N.T. 18-19).

9. Brian Hynds is a District employee. He has been an employee for four years and has been the Technology Director for the past three years. He is in the IT department. He is not in the bargaining-unit. (N.T. 17, 28, 138).

10. Previous to the 2024-2025 school year, teachers would work with Hynds and the IT department if, for example, their laptop was not functioning, they needed printer supplies, their Wi-Fi was not working, and to make sure laptops on the laptop carts functioned. In general, the IT department would supply and fix IT equipment when it broke. Hynds and IT would also, provide passwords, logins, swap devices and distribute technology. Prior to the 2024-2025 school year, no employees in the IT department had provided training to teachers on technology use in the classroom. (N.T. 18-22, 40, 87-88).

11. David Wright has been a bargaining-unit member teacher for over twenty-three years. He has been the Union's President for over sixteen noncontiguous years. (N.T. 9-10).

12. On September 20, 2024, Wright, on behalf of the Union, wrote a letter to the District's Board of Directors which, among other issues, requested training on the new technology being implemented by the District because the teachers were having problems integrating the new technology with their curriculums and into the classroom. (N.T. 15-16; Union Exhibit 3).

13. The District's School Board did not formally respond to the above letter on issues including technology training, and thereafter the representatives of the District's School Board and the Union met in a liaison format on the issue (N.T. 19-20).

14. On October 9, 2024, David Domico, Director of Curriculum, Instruction, and Assessment, sent an email to Wright, et al., which stated in relevant part:

Thank you for your input. The need for iPad and other tech training was relayed by many of you. I have expressed that to the admin team and one

plan is to start providing that during collaboration times. The tech department is looking to start with that as early as next week.
. . .

(N.T. 23, 103-104; Union Exhibit 4).

15. The District then planned an itinerary for teachers for an in-service day on October 14, 2024. The agenda of the in-service day had all of the District's teachers in attendance in various rooms throughout the District where, for part of the day, they would be scheduled to have some technology training. Hynds was available through the entire day. Hynds trained teachers on the various applications and functions on the new devices. Hynds trained teachers on iPads, the Cleartouch boards, Apple Classroom, and the Collage app. (N.T. 20-22, 29, 31-32, 64, 104-105, 147; Union Exhibit 4).

16. The Collage app is used to mirror what is on an iPad to a Cleartouch Board in a classroom. It communicates between the iPads and the Cleartouch boards. So, for example, a teacher could pull up and play an instructional video on their iPad and it would show on the Cleartouch board in a classroom. (N.T. 62-63, 133).

17. Sarah Fye has been a teacher in the District for over sixteen years and is part of the bargaining unit. She is also a member of the Union and has served as the Vice President for over eight years. (N.T. 54-55).

18. The District's IT department has a help-desk ticketing system. On October 15, 2025, Fye had an issue with the Microsoft OneNote app, which is a classroom instructional app used to assess students and to provide direct instruction to students. Fye could not use OneNote to deliver direct instruction to students. Fye submitted a help desk ticket under "Instructional Technology." IT department employee Justin Jareet responded in-person and came to Fye's classroom to demonstrate that, instead of using OneNote, Fye should have taken a picture of her Cleartouch board and put that picture in a collaboration space for students on the new iPads. (N.T. 56-58, 75, 93; Union Exhibit 5).

19. On October 18, 2024, Fye sent a help-desk request which states: "The Labquest2 interfaces do not connect wirelessly to collect chemistry data and [does not] perform functions necessary to obtain lab data. Any other pedagogical methods or instructional suggestions to incorporate lab data . . . ?" LabQuest2 allows students to collect and analyze their classroom experiment data. LabQuest2 interfaces through USB ports which do not work with iPads. IT Department employee Adam Curry came to Nye's classroom and figured out how to wirelessly connect LabQuest2s to iPads. He also showed Nye how to use LabQuest2 interface to project onto the Cleartouch board and how to cycle between student and classroom specific interfaces. (N.T. 59-61; Union Exhibit 5).

20. On October 23, 2024, Heather Prestash, a principal in the District, emailed bargaining-unit member teachers the agenda for an upcoming mandatory after-school training for teachers that would happen later that day. Prestash's email states in relevant part:

Option 1: Mr. Hynds will be in the library covering the following topics using iPads. If you would like to attend to learn more about these items and receive some training using them, please come to the library with your iPad at 3 pm.

- Printing
- Installing Apps from Self-Service
- Classroom Management with Mosyle . . .

(N.T. 23-24; Union Exhibit 4).

21. The training by Hynds referenced above occurred. He covered the topics listed and also classroom management topics including how to, in Mosyle, use the app to deploy digital textbooks, how to lock student iPads, control what students can access on their iPads, and how to push out educational material and assessment to students through their iPads. Hynds showed teachers how to use Mosyle. (N.T. 41-42, 118-121, 155-157).

22. Mosyle is an instructional classroom management application and guided learning application that teachers can use to control student iPad use and push out curriculum materials. It allows teachers to control what students are looking at on their iPads at any time in the classroom. Teachers can use Mosyle to differentiate lessons and have students working on different tasks on their iPads at the same time. Mosyle is also needed to get the Apple Classroom app to operate. (N.T. 24, 61, 146).

23. No technology training in 2024 or 2025 was provided by anyone in the bargaining unit. (N.T. 18-19, 152, 155-157).

24. The District has historically and from time-to-time used third parties (non-District employees) such as product experts and specialists from the product vendors (i.e., an employee from Apple or a curriculum vendor) to instruct teachers on technology at training events. The Union does not object to the District using third-party instructors from vendors in this way. (N.T. 71-72, 102, 122, 128, 135, 185; Union Exhibit 6).

DISCUSSION

The Union charges that the District unilaterally removed the exclusive bargaining unit work of the Technology Coach.¹ An employee 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 employee 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

¹ The Union in its charge alleged that the District violated Section 1201(a)(3) of the Act. At the hearing, the Union withdrew this 1201(a)(3) charge, (N.T. 8), and it is therefore dismissed.

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 employees and non-bargaining unit employees 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)).

There is no threshold amount of bargaining unit work that needs to be diverted; even a *de minimis* amount is actionable under PERA. AFSCME, Local 1510 v. City of Philadelphia, 25 PPER ¶ 25034 (Final Order, 1994).

Even where bargaining unit and non-unit employees 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).

Recently, in State College Area Education Association v. State College Area School District, PERA-C-22-139-E (Proposed Decision and Order, 2023), a case with similar facts to this matter, Hearing Examiner Marino found that the school district violated the Act when it unilaterally diverted bargaining-unit work of the professional bargaining-unit Instructional Coaches by having non-bargaining unit employees train teachers on the use of new and established software applications.

The record in this matter supports a finding that the District unilaterally removed exclusive bargaining-unit work and committed an unfair practice.

The record shows that in 2017 the District employed a Technology Coach who was in the bargaining unit. Specifically relevant to this matter, the record shows the Technology Coach performed the following duties: trained teachers (in teams or individually) on the implementation, integration and use of technology in the classroom.

The record also shows that in 2017, when the Technology Coach position ended, the Technology Coach was the only District employee performing the above work.

The record further evidences that from time-to-time the District has used third-party product experts and specialists such as Apple employees or curriculum publisher employees, to train teachers on technology at special training events such as in-service days. The Union does not dispute that this is the case and does not object to this third-party training.

Therefore, the Union has satisfied the Board's exclusivity requirement by proving that the bargaining unit employees performed all in-house training of teachers on the implementation, integration, and use of technology in the classroom, which is a clear and identifiable proportion of the work shared between the unit employees and the third-party outside vendors.

The record is also clear that, in the 2024-2025 school year, the District used nonbargaining unit employees to perform the exclusive work described above.

Statements made by the District show it intended to use non-bargaining unit employees to train teachers on new classroom technology. The June 2024 roll-out plan document from the District states: "Those [teachers] that are using Cleartouch boards will be shown how to use Collage to display their screen on the Cleartouch boards. This will be provided on a one-to-one training by tech." During the 2024-2025 roll-out of new technology, the teachers, through their Union, made it clear to the District that they needed training on the new technology being implemented by the District because they were having problems integrating the new technology with their curriculums and into the classroom. Statements by Domico and Prestash made it clear that the District planned to have IT department employees train teachers on the new technology and how to implement it. Domico wrote: "The need for iPad and other tech training was relayed by many of you. . . . The tech department is looking to start with that as early as next week. . . ." Prestash wrote: "Hynds will be in the library covering the following topics using iPads. If you would like to . . . receive some training using them, please come to the library with your iPad." The record is thus clear the District intended IT department employees to train teachers on the use, implementation, and integration of technology in the classroom, which is bargaining-unit work.

On October 14, 2024, Hynds trained teachers on the functionality of iPads, the Cleartouch boards, Apple Classroom, and Collage (which communicates between the iPads and the Cleartouch boards). This work by Hynds is clearly part of the exclusive work described above as he trained teachers on the implementation, integration and use of iPads, Cleartouch boards, Apple Classroom, and Collage in their classrooms.

On October 15, 2024, an IT Department employee demonstrated to a teacher that she could take a picture of her Cleartouch board and put that picture in a collaboration space for students on the new iPads. This is exclusive bargaining-unit work as an IT department non-unit employee trained a teacher on technology use and integration in the classroom.

On October 18, 2024, an IT Department employee showed a teacher how to wirelessly connect LabQuest2s to iPads. He also showed the teacher how use LabQuest2 interface to project onto the Cleartouch board and how to cycle between student and classroom specific interfaces. This is exclusive bargaining-unit work as the IT department employee trained a teacher on technology use and integration in the classroom.

On October 23, 2024, Hynds trained teachers on technology and classroom management topics including showing teachers how to use the

new iPads to print, how to install apps on the new iPads, how to use Mosyle in general, how to use Mosyle to deploy digital textbooks, how to lock student iPads, how to control what students can access on their iPads, and how to push out educational material and assessment to students through their iPads. This is exclusive bargaining unit work as Hynds trained teachers on how to use, implement, and integrate technology in the classroom.

The record shows that the non-bargaining unit District employees did not perform any of these technology training tasks with teachers prior to the 2024-2025 school year.

Finally, there is no dispute on this record that the District did not bargain with the Union over the above diversion of bargaining-unit work.

The District argues in its Brief at 42-45 that the Union's charge is untimely. Section 1505 of the Act states: "No petition or charge shall be entertained which relates to acts which occurred or statements which were made more than four months prior to the filing of the petition or charge." 43 PS § 1101.1505. A charge will be considered timely if it is filed within four months of when the charging party knew or should have known that an unfair practice was committed. E.g. Lancaster County v. PLRB, 62 A.3d 469 (Pa. Cmwlth. 2013); Association of Pennsylvania State College and University Faculties v. Pennsylvania State System of Higher Education, 49 PPER ¶ 58 (Final Order, 2018); Community College of Beaver County Society of Faculty, PSEA/NEA v. Beaver County Community College, 35 PPER 24 (Final Order, 2004). Reviewing the record, the first instance of diverted bargaining-unit work occurred October 14, 2024. This is the date Hynds presented technology training to teachers. This is the first time the Union would have known the District was unilaterally diverting bargaining-unit work. As pointed out by the District, the record does show that in June 2024 the Union knew the District planned to have IT staff train teachers. However, plans to unilaterally divert work is not an unfair practice: it is the actual performance of the unilateral diverted work that is the unfair practice. The actual, first unilateral diversion of bargaining unit work was performed, to the Union's knowledge, on October 14, 2024. This is within four months of the date of the charge, which was February 7, 2025. Therefore, the charge is timely.

The District argues "Neither Mr. Hynds or his IT staff train teachers how to use the software application as tools for teaching students." District's Brief at 45. I disagree with the District and find that the record shows that Hynds and IT staff did teach teachers how to use technology in the classroom. The discussion above contains examples of Hynds and IT department staff training teachers on technology devices or programs that teachers use in the classroom to teach students.

Finally, the District argues that its witnesses are more credible. District's Brief at 46-47. I do not agree with the District and, as a whole, found the Union's witnesses to be generally more

credible. Hynds, in particular, was non-direct and evasive in his answers to questions.²

The District's defense in this matter was most hindered by the fact that it could not show that the IT department workers had performed any of the exclusive bargaining unit work prior to the 2024-2025 academic year. Such a showing would have either fatally undermined the Union's claims to exclusivity or made the charge untimely. The District had the opportunity to present such evidence, if it existed. Hynds has been with the District for over four years, and he testified at length, and he never said that he or any IT staff performed training similar to the training described above *prior to* the 2024-2025 academic year. The District's Superintendent also testified and could not state that anyone in the IT department had been performing these tasks *prior to* the 2024-2025 school year. The District's inability to undermine the Union's claim to exclusivity of the work (with the exception of the third-party vendors) through its witnesses' testimony severely undermined its defense to the charge.

Therefore, for the above reasons, the District has committed a violation of Section 1201(a)(1) and (5) of the Act.

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 As an example of non-direct and evasive testimony, Hynds answered on cross:

Q. Would you agree with me that you've helped by providing instruction on Mosyle and some other things in integrating that technology use into the classroom?

A. I would not say I provided any official training on how to do that, no.

(N.T. 157-158). I find Hynds answer "I would not say I provided any official training" to be oblique and infer that he knew he was in fact training teachers on how to use technology in their classrooms, which is the gravamen of the Union's charge. Additionally, Hynds answered on cross:

Q. So is it your testimony that the tech department didn't help integrate any of that technology for the teachers to use with their students? Is that your testimony?

A. Yes. We provide technology help, but it's not specific to the classroom.

(N.T. 160). I find this answer to be evasive. Every technology being discussed was technology that teachers use in the classroom. The technology Hynds and his IT department were helping teachers with was classroom technology.

2. The Union 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 not committed unfair practices in violation of Section 1201(a) (3) of PERA.

5. The District has committed unfair practices in violation of Section 1201(a) (1) and (5) of PERA.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the 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 the 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:

(a) Immediately return the exclusive bargaining-unit work to the Union, restore the *status quo ante*, and make whole any bargaining unit employes who have been adversely affected due to the District's unfair practices, together with six percent (6%) *per annum* interest;

(b) 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;

(c) 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

(d) 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 twenty-seventh day of August, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ Stephen A. Helmerich
STEPHEN A. HELMERICH, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

CLEARFIELD AREA EDUCATION ASSOCIATION :
:
: CASE NO. PERA-C-25-39-W
v. :
:
CLEARFIELD AREA SCHOOL DISTRICT :

AFFIDAVIT OF COMPLIANCE

Clearfield 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 has complied with the Proposed Decision and Order as directed therein; that it immediately returned the exclusive bargaining-unit work to the Union and restored the *status quo ante*; that it immediately made whole any bargaining unit employes who have been adversely affected due to the District's unfair practices, together with six percent (6%) *per annum* interest; 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

Title

Date

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

Signature of Notary Public