COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

BLUE RIDGE EDUCATION ASSOCIATION PSEA/NEA	:	
	:	
v.	:	Case No. PERA-C-25-187-E
	:	
BLUE RIDGE SCHOOL DISTRICT	:	

PROPOSED DECISION AND ORDER

On July 25, 2025, the Blue Ridge Education Association, PSEA/NEA (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Blue Ridge School District (District or Employer), alleging that the District violated Section 1201(a)(5) and (9) of the Public Employe Relations Act (PERA or Act) by repudiating a grievance settlement agreement on April 1, 2025.

On September 4, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on November 13, 2025, if necessary. The hearing was subsequently continued to December 4, 2025, at the District's request and over the Association's objection. The hearing ensued on December 4, 2025, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence.[1] The District filed a post-hearing brief on February 5, 2026. The Association filed a post-hearing brief on February 6, 2026.

The Hearing Examiner, on the basis of the testimony presented at the hearing and from all other matters and documents 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. 5)

2. The Association is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 5)

3. The Association is the exclusive bargaining representative for a unit of professional employes at the District. (Association Exhibit 1)

4. The Association and the District are parties to a collective bargaining agreement (CBA), effective July 1, 2024 through June 30, 2030. (Association Exhibit 1)

5. Article X(C) of the CBA contains a grievance procedure which requires the Association to discuss any grievances informally with the appropriate department head, building principal, and/or superintendent at step 1 of the process. (Association Exhibit 1)

6. On March 18, 2025, the District's Director of Special Education Holly Johnson directed bargaining unit employe Janice Smith to provide remote instruction via Zoom to one of Smith's students, who would be out of the

[1] The hearing was held virtually by agreement of the parties.

classroom for a short time, during the school day. Smith reported the directive to Association President Michelle Montague later that same day. (N.T. 11-12, 27)

7. President Montague testified that the Association did not agree with the directive because it allegedly infringed on the bargaining unit employe's time to prepare paperwork for individualized education plans (IEPs). As a result, Montague initiated a grievance at step 1 of the process by meeting with Director Johnson on March 19, 2025. (N.T. 12-17)[2]

8. President Montague testified that Director Johnson replied that the District could have the teacher provide homebound instruction during that 30-minute timeframe, but she would nevertheless "put it out to homebound." Montague understood Johnson's response to mean that Johnson would assign the work to one of the approved teachers who provide homebound instruction, which would then be forwarded to the District's School Board for a recommendation. Montague described how the classroom teacher would provide the instructional materials, while the homebound teacher would perform the actual instruction. Montague noted that the homebound teachers receive additional compensation for doing extra instruction. (N.T. 17)

9. Director Johnson testified that she only agreed to "look into it." Johnson explained how she disagreed with President Montague's claim that the work should be provided by homebound teachers and asserted that the District could assign the work because the teacher still had her lunch and prep periods. Johnson indicated that the discussion ended when she told Montague that she would look into it. Johnson described how she meant that she would check to see if there were teachers who were interested in the work and also run it by the Superintendent. (N.T. 29-30)

10. By email dated March 25, 2025, President Montague asked Director Johnson the following: "[w]here do we stand with homebound for Janice's student? Does it have to go to the [school] board [first]?" (N.T. 17-18; Association Exhibit 2)

11. By email dated March 25, 2025, Director Johnson replied "I have to ask for teacher's [sic] to do it and then recommend for the [school] board meeting." (N.T. 17-19; Association Exhibit 2)

12. Director Johnson testified that the School Board has to approve homebound instruction. She explained that she could not agree to the homebound instruction without School Board approval. President Montague agreed on cross-examination that Johnson told her the deal was contingent on the School Board's approval first. (N.T. 22-23, 30)

13. On March 25, 2025, Director Johnson sent the following email to an approved list of homebound teachers, which provides, in relevant part, as follows:

> All,
> I am looking for someone to zoom with a student from Janice's room after school. She is at home due to an IEP decision through

[2] Director Johnson testified that she removed the bargaining unit employe from the quiet lunch rotation, wherein the teachers proctor a silent lunch period for students in that location, to accommodate for the extra instructional duties. (N.T. 13, 29).

> 4/9, could be longer or shorter. I am thinking 3 days per week, about an hour per day. Please let me know if you are interested...

(N.T. 31-32, 35; Association Exhibit 3)

14. Director Johnson never brought the issue to the School Board for approval. She recalled getting one response to her March 25, 2026 email from a homebound teacher expressing interest, but she did not take the search any further because Superintendent Matthew Button advised her that the District could assign Teacher Smith to complete the homebound instruction as long as it did not interfere with Smith's duty-free lunch period and/or preparatory period. (N.T. 31-32, 36, 40)

15. On April 2, 2025, Superintendent Button notified Association President Montague of the District's position that it could require the bargaining unit teacher to perform the instruction during her school day and that it was not a homebound situation. (N.T. 21)

16. Director Johnson testified that the student in question eventually returned to the classroom on April 14, 2025, after approximately three weeks out of class. (N.T. 30-31)

DISCUSSION

The Association has alleged that the District violated Section 1201(a)(5) and (9) of the Act[3] by refusing to abide by a settlement agreement which resolved the grievance surrounding the homebound instruction assignment at step 1 of the process. Specifically, the Association contends that President Montague followed the CBA by informally presenting the grievance with the appropriate department head in Director Johnson, who agreed to obtain a homebound teacher to provide instruction to the out-of-school student, thereby settling the issue. The Association relies on Johnson's subsequent emails to Montague and to the approved list of homebound teachers in late March 2025, as evidence of Johnson's affirmative intent to implement the alleged settlement agreement, which the District purportedly violated when Superintendent Button notified Montague on April 2, 2025, that the District could require the teacher to perform the instruction during the normal school day.

The District, for its part, does not dispute that the Association initiated an informal step-1 grievance settlement discussion with Director Johnson on March 19, 2025. Not surprisingly, however, the District does take issue with the Association's claim that Director Johnson reached a binding grievance settlement agreement with President Montague. Instead, the District asserts that Johnson's testimony and emails from late March 2025 demonstrate that she never intended to resolve the dispute by directing a homebound instructor to perform the work in question. The District maintains that Johnson simply agreed to "look into it," which is tantamount to

[3] Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from...(5) 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...(9) Refusing to comply with the requirements of 'meet and discuss.'" 43 P.S. § 1101.1201.

exploring whether a settlement is viable, and not an express agreement between the parties. In fact, the District emphasizes that the Association's requested settlement required School Board approval and could not be effectuated by Johnson alone, something Johnson communicated to Montague all along. In short, the District submits that Johnson essentially gave Montague a "maybe" response during the informal discussion of the grievance, which is not sufficient to form a binding agreement.

Where a grievance has been resolved through a settlement, a public employer violates its duty to bargain when it refuses to comply with the grievance settlement agreement. Pennsylvania State Corrections Officers Association v. Commonwealth of Pennsylvania, Department of Corrections, Rockview SCI, 47 PPER 43 (Final Order, 2015). Where there is a settlement agreement, the Board will determine (1) if a meeting of the minds on the settlement actually exists; (2) whether the parties' intent is apparent from the settlement agreement; and (3) whether the party has failed to comply with the agreement's provisions. AFSCME District Council 47 Local 2187 v. City of Philadelphia, 36 PPER 124 (Final Order, 2005). The burden is on the complainant to establish by substantial evidence that the respondent has failed or refused to comply with the terms of the settlement agreement. Rockview SCI, *supra*.

To establish that a binding agreement exists, the charging party must prove that the parties reached a meeting of the minds concerning the subject matter at issue. Riverview Intermediate Unit #6 v. Riverview Intermediate Unit #6 Education Ass'n, 53 PPER 75 (Proposed Decision and Order, 2022)(*citing* Philadelphia Community College, 52 PPER 77 (Final Order, 2020)). Where the parties have a meeting of the minds concerning the subject matter of the agreement, a binding agreement exists. Larksville Borough, 48 PPER 82 (Final Order, 2017). The Board will determine that the parties have not reached a binding agreement where the parties reach agreement on some terms, but are unable to come to a complete resolution of their dispute. APSCUF v. PASSHE, West Chester University, 44 PPER 31 (Proposed Decision and Order, 2012), 44 PPER 72 (Final Order, 2013). It is the external conduct of the parties and not subjective beliefs that establishes the presence or absence of a meeting of the minds. Bethel Park School District, 27 PPER 27033 (Proposed Decision and Order, 1995).

In this case, the Association has not sustained its burden of proving that the District violated the Act. The record shows that President Montague and Director Johnson never reached a meeting of the minds to resolve the March 2025 grievance. As detailed above, Montague testified that after she presented the grievance to Johnson, Johnson replied that the District could require the teacher to provide the homebound instruction at issue, but that Johnson would nevertheless "put it out to homebound." Montague understood Johnson's response to mean that Johnson would assign the work to one of the approved teachers who provide homebound instruction, which would then be forwarded to the District's School Board for a recommendation. But that is not what Johnson actually agreed to do. Rather, Johnson testified credibly that she simply agreed to "look into it," after she expressly disagreed with Montague's argument and asserted that the District could assign the remote instruction work to the bargaining unit teacher because the teacher still had her lunch and prep periods. Johnson also persuasively described what she meant when she agreed to "look into it," explaining that she would simply check to see if there were teachers who were interested in the work and run it by the Superintendent. As the District convincingly notes in its post-hearing brief, Johnson's statement that she would "look into it" represents

nothing more than an agreement to explore whether a settlement is viable, and not an express agreement between the parties to resolve the grievance.

Nor does Johnson's subsequent conduct following the March 19, 2025 step-1 discussion somehow establish her affirmative intent to implement an alleged settlement agreement, as the Association claims. To the contrary, Johnson asserted to Montague by email dated March 25, 2025, that she still had to solicit homebound teachers to accept the work and recommend to the School Board for approval. Notably, Johnson indicated to Montague that she had to "ask" those homebound teachers if there was any interest, and Johnson did not issue any type of directive to the homebound teachers when she contacted them about the work on March 25, 2025. What is more, Montague clearly understood that Johnson did not have the authority to resolve the dispute by herself and that any settlement agreement was contingent upon the School Board's approval. In essence, the only thing the District agreed to during the March 19, 2025 step-1 meeting was to explore whether a potential settlement was viable, which Johnson did by initiating a search for volunteers among the homebound instructors in late March 2025, until Superintendent Button asserted that the District could require the bargaining unit teacher to perform the work in question, a position the District maintained from the start. Although Montague may have personally understood Johnson's statements during the March 19, 2025 step-1 discussion to encompass more than that, the Board will not find a meeting of the minds where the parties have a genuine difference of opinion as to the substance of an agreement. APSCUF v. PASSHE, West Chester University, 44 PPER 72 (Final Order, 2013). Accordingly, the charge under Section 1201(a)(5) of the Act must be dismissed. Likewise, the Association has not demonstrated that the District violated the Act's "meet and discuss" requirements under Section 1201(a)(9), and as a result, that portion of the charge will also be dismissed.[4]

CONCLUSIONS

The hearing examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds as follows:

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 not committed unfair practices in violation of Section 1201(a)(5) or (9) of PERA.

ORDER

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the examiner

[4] A refusal to abide by a grievance settlement agreement is a bargaining violation and does not implicate a public employer's "meet and discuss" obligations under either Section 702 or 704 of the Act, the latter of which covers first-level supervisory units that have no bargaining rights.

HEREBY ORDERS AND DIRECTS

that the complaint is rescinded, and the charge is dismissed.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

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

SIGNED, DATED AND MAILED at Harrisburg, Pennsylvania, this 8th day of June, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner