

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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NORTHLAND PINES EDUCATION ASSOCIATION,	:	
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Complainant,	:	
	:	Case 34
vs.	:	No. 49375 MP-2746
	:	Decision No. 27745-A
NORTHLAND PINES SCHOOL DISTRICT,	:	
	:	
Respondent.	:	
	:	

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Appearances:

Mr. Gene Degner, Director WEAC Uniserv Council No. 18, on behalf of the Complainant.  
Mr. John L. O'Brien, Drager, O'Brien, Anderson, Burgy & Garbowicz, on behalf of the Respondent.

FINDINGS OF FACT,  
CONCLUSION OF LAW AND ORDER

Northland Pines Education Association, having on June 9, 1993, filed a complaint with the Wisconsin Employment Relations Commission alleging that the Northland Pines School District violated Sec. 111.70(3)(a)5, Stats., by failing and refusing to pay chaperone pay as provided by the collective bargaining agreement for bargaining unit members chaperoning students to the Nutcracker Ballet on December 4, 1992. The Commission appointed Mary Jo Schiavoni, a member of its staff, to act as Examiner, and to make and issue Findings of Fact, Conclusion of Law and Order in this matter as provided in Sec. 111.07(5), Stats. Hearing on the complaint was held on November 2, 1993, in Eagle River, Wisconsin. A stenographic transcript was made and received. The parties completed their briefing schedule on January 6, 1994. The Examiner, having considered the evidence and arguments of the parties, and being fully advised on the premises, makes and issues the following Findings of Fact, Conclusion of Law and Order.

FINDINGS OF FACT

1. The Northland Pines School District, hereinafter referred to as the Respondent or the District, is a municipal employer engaged on the operation of a public school system. Its business address has been 501 West Pine Street, Eagle River, Wisconsin 54521. At all times relevant and material, Mr. Jann Peterson has occupied the position of District Administrator. At all times material and relevant, Mr. Gene Olson has occupied the position of Elementary Principal. They have at all times material been representatives and agents of the District.

2. The Northland Pines Education Association, hereinafter referred to as the Complainant or the Association, is a labor organization whose principal place of business is 719 West Kemp Street, P.O. Box 1400, Rhinelander, Wisconsin 54501.

3. The District and the Association have been parties to a collective bargaining agreement effective for the 1992-94 school years. This agreement contains the following provisions:

**SECTION XII - POLICIES RELATING TO SALARIES**

- A) The basic salaries of teachers covered by this agreement are set forth in Appendices A which are attached to and incorporated into this agreement. Such salary schedules shall remain in effect during the 1992-93, 1993-94 school years.
- B) The salary schedule is based upon the regular school year calendar as set forth in Appendices C.
- C) The Board reserves the right to exceed the schedules of this agreement when it deems such to be in the interests of the students, teachers and/or district.
- D) The assignment of regular classes shall be the function of the Administration.
- E) Additional compensation shall be paid for the following activities only: (1) those activities as set forth in Appendices B with the rate and amount of additional pay set forth thereafter; and (2) ticket taking, supervising dances and chaperoning activities for which the teacher received no other compensation. Assignments for number (2) above may be filled with volunteers from the teacher ranks or from the ranks of organizations which contribute directly to the school and/or its students. If an insufficient number of volunteers are found for any event, assignment of teacher staff members may be made to fill the necessary positions. Compensation for the activities indicated under number (2) above shall be as follows: \$17.00 per night for local activities; \$17.00 for activities away from town and up to 50 miles; \$27.00 for activities away from home between 50 and 100 miles; and \$37.00 for activities away from home in excess of 100 miles. Teachers involved in extra-curricular work as noted in number (1) above, do not wish to retain that duty, shall submit a statement so stating to the superintendent within the time limitations as set forth in Section V of this Agreement. All openings in the field of extra-curricular work shall be posted and may be published to secure applications for the positions either from the teaching staff members or the public. No

appointment shall be made until ten (10) days have elapsed after posting. All applications shall receive full consideration with the final determination of the appointees being made by the Board. WIAA approval would be required for any coach hired from other than the teaching ranks of the school district. If two persons, who are in the Board's opinion equally qualified, apply for the same position, the teaching staff member shall be awarded the position. If there are no applications for a position, the Board may appoint a teacher to fill the position or may cease the activity as a school function if it so deems suitable.

- F) All teachers for the purpose of mileage reimbursement, shall be assigned a base school each fall. Any travel related to performance of job shall be reimbursed at a rate equal to that paid Board members, administrative staff members, and all other employees for actual miles figured from the base school. The following chart shall be used for travel payment purposes:

Eagle River Elementary School to Conover	10.5 miles
Eagle River Elementary School to Land O'Lakes	19.5 miles
Eagle River Elementary School to St. Germain	13.5 miles
Conover to Land O'Lakes	10.0 miles
Conover to St. Germain	23.5 miles
Land O'Lakes to St. Germain	32.5 miles
Northland Pines High School to St. Germain	15.5 miles
Northland Pines High School to E.R. Elementary	2.0 miles
Northland Pines High School to Middle School	2.0 miles
Northland Pines High School to District Office	2.0 miles

- G) Payment for this travel shall be paid monthly, rather than as a part of the regular contract salary payments.
- H) All teachers shall be given courtesy admission to all home school functions.

The agreement also contains a grievance procedure but does not contain a final and binding arbitration provision.

4. In December of 1991 a group of approximately ninety children from Respondent's Elementary and Middle Schools attended a performance of the Nutcracker in Wausau, Wisconsin, a distance of approximately 80 to 90 miles from various District schools in the Eagle River, St. Germain, Land O'Lakes areas. The excursion was planned by the Gifted and Talented teacher, Gretchen Yagow.

5. Upon receiving favorable feedback and suggestions that all elementary students and teachers be permitted to attend the following year, Yagow applied for and received a grant from the Department of Public Instruction to make the trip available to all of the District's Elementary and Middle School students for 1992. The trip was coordinated by Yagow under the direction and supervision of Gene Olson, Elementary School Principal.

6. By memorandum dated November 19, 1992, Olson advised the elementary staff of the particulars of the trip. Said memorandum stated in pertinent part as follows:

Inasmuch as there seems to be some confusion as to my part in this activity, please be advised of the following:

1. All 1-5 staff are expected to accompany their homeroom pupils as they would on any other field trip.

. . .

4. Those parents who do not feel their child should participate will keep them at home as the district school activity for this day for all 1-5 pupils will be the Nutcracker field trip.

. . .

9. Each homeroom will have another adult (other than the teacher) assigned to go along to chaperone. (sic)

. . .

10. Homeroom roll, pledge, bathroom etc. will take place between 8 and loading time, approx. 9 AM (depending on the weather)

. . .

15. All pupils, upon arrival at their school, will be assembled in the gym for parent pickup.

7. On December 4, 1992, all of the elementary students, grades 1-5 were taken to the Nutcracker Ballet in Wausau. All elementary teachers were required to accompany the students on the bus. Olson denied a personal leave day to one elementary teacher insisting that he accompany his students to Wausau. Upon returning to the schools, the elementary teachers were required to wait with the students until parental pick-up. The teachers were also provided with other non-teacher District personnel such as secretaries and aides who assisted supervising the students on the buses. These non-teacher District employes were paid from the time of departure of the buses to the arrival back at the elementary school around 5:45 p.m. in the evening.

8. The trip to the Nutcracker was an addition to the normal curriculum of the District. Yagow did provide suggested curriculum for lesson plans to integrate the Nutcracker performance into the classroom lessons. The program was intended to be an enriching educational experience. The Nutcracker trip to Wausau was different from the routine field trip in that it was not a teacher-generated trip for one class where the teacher controlled the timing of the trip and made the arrangements upon receiving approval of the administration. Rather the Administration determined that all elementary classes except kindergarten would go. It also made the decisions as to the mandatory attendance of the elementary faculty, the provision of non-teaching personnel as chaperones, and the departure and arrival times, although the timing of the

event itself and the distance from Wausau to the Eagle River area dictated the return time for the trip to some extent.

9. The District's policy with respect to "Teacher Day" is as follows:

"Teacher Day"

The Northland Pines Board of Education hereby adopts the following policy in reference to a "teacher day".

1. All teachers shall be required to be in attendance at the school in which they teach from eight o'clock A.M. (8:00 A.M.) until three thirty o'clock P.M. (3:30 P.M.).
2. In the event that the administrator, a principal, or other authorized person, calls a meeting of the staff, the attendance day shall be extended accordingly.

In no event is this policy to be construed as establishing a "work day" for teachers. It is felt that it is incumbent upon a teacher in his/her professional capacity to complete all necessary work to afford the best education possible to his/her students, and it is recognized that additional time to that above noted is necessary to achieve this end.

This policy in no way relieves the teachers of this responsibility - it merely establishes times for their physical presence within the appropriate school buildings.

This is a unilaterally-enacted policy of the Respondent.

10. The District's policy regarding "Field Trips" is as follows:

Policies of the Board of Education

Section I Instruction

FIELD TRIPS AND EXCURSIONS

IICA

For the purpose of this policy, Field Trips are defined as those trips organized and implemented as part of a specific class or elementary grade lesson. The term does not include such items as athletic trips which are established by the Athletic Director, Athletic Conference, or the WIAA; or student tours which may be offered as an adjunct to the regular school program and are on a voluntary basis for participation.

While the Northland Pines Board of Education does realize the importance and benefits of field trips for students, it also realizes that the factors of time, travel, and cost must be considered.

In traveling to a specific destination, if more time is taken for the travel than for the actual field trip experience, certain limits would have to be established. In keeping with this thought and to control the other factors of time and cost as well, the following limitations are placed upon field trips for students of the Northland Pines School District.

- 1) A portion of the costs of a field trip (i.e. meals, admission charges, etc.) may be paid by the students taking part in the trip. However, no students shall be denied the experience if he/she is unable, due to family finances, to pay such portion of the costs. In such case, costs shall be absorbed the individual school funds or district funds.
- 2) Trips and all trip arrangements and supervision for trips, must be approved by the school principal.
- 3) Written parental permission is required for each student on any trip which requires transportation.
- 4) Trips must be taken in conveyances properly covered by a comprehensive general liability policy.
- 5) Supervision must be provided at all times.
- 6) School buses, public transportation buses, or commercial buses will be used. Students will not be permitted to use their own cars or to provide transportation for other students for a field trip.
- 7) Each trip should be evaluated by students, teachers, and the administration.

11. There have been many occasions when teachers have stayed to work outside of the normal teacher workday without receiving additional compensation. Elementary teachers have even returned to the school in the evening to attend and assist at musical concerts without receipt of additional compensation. No elementary teachers have received chaperone pay in the past.

12. Article XII, Section E (2) does not provide for chaperone pay where the activity involved is an educational activity primarily occurring during the school day and the time required is an extension of the school day.

13. The District did not violate Article XII, Section E, (2) of the parties' collective bargaining agreement by failing and refusing to pay chaperone pay to the elementary teachers for the time after 3:30 p.m. on the day of the Nutcracker trip to Wausau.

Based upon the above and foregoing Findings of Fact, the Examiner makes and issues the following

CONCLUSION OF LAW

The District did not violate Section 111.70 3(a)(5) of the Municipal Employment Relations Act by failing and refusing to pay the elementary teachers chaperone pay for the time after 3:30 p.m. on the day of the Nutcracker trip.

Based upon the above and foregoing Findings of Fact and Conclusion of Law, the Examiner makes and issues the following

ORDER 1/

The instant complaint be and hereby is dismissed in its entirety.

Dated at Madison, Wisconsin this 4th day of February, 1994.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Mary Jo Schiavoni /s/  
Mary Jo Schiavoni, Examiner

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1/ Any party may file a petition for review with the Commission by following the procedures set forth in Sec. 111.07(5), Stats.

Section 111.07(5), Stats.

(5) The commission may authorize a commissioner or examiner to make findings and orders. Any party in interest who is dissatisfied with the findings or order of a commissioner or examiner may file a written petition with the commission as a body to review the findings or order. If no petition is filed within 20 days from the date that a copy of the findings or order of the commissioner or examiner was mailed to the last known address of the parties in interest, such findings or order shall be considered the findings or order of the commission as a body unless set aside, reversed or modified by such commissioner or examiner within such time. If the findings or order are set aside by the commissioner or examiner the status shall be the same as prior to the findings or order set aside. If the findings or order are reversed or modified by the commissioner or examiner the time for filing petition with the commission shall run from the time that notice of such reversal or modification is mailed to the last known address of the parties in interest. Within 45 days after the filing of such petition with the commission, the commission shall either affirm, reverse, set aside or modify such findings or order, in whole or in part, or direct the taking of additional testimony. Such action shall be based on a review of the evidence submitted. If the commission is satisfied that a party in interest has been prejudiced because of exceptional delay in the receipt of a copy of any findings or order it may extend the time another 20 days for filing a petition with the commission.

**This decision was placed in the mail on the date of issuance (i.e. the date appearing immediately above the Examiner's signature).**

NORTHLAND PINES SCHOOL DISTRICT

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,  
CONCLUSION OF LAW AND ORDER

BACKGROUND:

The facts underlying the instant dispute are essentially uncontested. After a successful excursion by a group of Gifted and Talented students in the



District to a Wausau performance of the Nutcracker Ballet in 1991, the Talented and Gifted teacher applied for a grant from the Department of Instruction so that all of the elementary students in the District could attend the performance in 1992. The arrangements for the bus trip to Wausau from the District, a distance of approximately 80 to 90 miles, were coordinated by the Talented and Gifted teacher, Gretchen Yagow, and the Elementary School Principal. All elementary teachers were required to attend and to accompany their students on the buses for this particular program. The principal even denied a personal day off to one of the elementary teachers requesting that particular day off.

The buses departed from the elementary school in the morning after attendance was taken and returned at approximately 5:45 p.m. The teachers were required to stay at the elementary school with the students until they were picked up by their parents. Other non-teaching District personnel also accompanied the teachers and the students on the bus along with some parent volunteers. The non-teaching personnel were paid from the moment of departure to their arrival back at the elementary school(s).

The grievant and other teachers submitted special duty compensation vouchers for payment. Although the vouchers were initially approved by the Elementary Principal, they were subsequently denied by the District Administrator and the School Board.

A grievance was then filed by one of the teachers, Carol Smart, who attended, as a class grievance on behalf of the teachers who submitted vouchers.

Because the parties' collective bargaining agreement does not contain a provision providing for final and binding arbitration, the instant complaint alleging a violation of Section 111.70(3)(a)5 was filed.

#### POSITIONS OF THE PARTIES:

##### Association

The Association's position is that under the District's policy and any definable rule in the past regarding classroom field trips and/or adjunct programs which may be offered to students, the attendance at the Nutcracker Ballet was an adjunct program to the normal curriculum in the elementary school, payable under Section XII, paragraph E.

The Association points to the Board's policies regarding field trips as "...those trips organized and implemented as a part of a specific class or elementary grade lesson." A review of the Nutcracker trip, it submits, must be considered as an addition to the normal curriculum and as an adjunct to the regular curriculum. It does not meet the definition of a field trip because a field trip must apply to a specific classroom, must be requested by the individual teacher, must be approved by the administration, and the teacher would have individual control as to how long the field trip would be. In the Association's view, the excursion to the Nutcracker Ballet was arranged by the office, attendance mandated by the administration, and not provided for in the regular elementary curriculum. Noting that the trip was developed by a grant in order to provide artistic enrichment both extra- and intra-curricular, the Association contends that this particular grant hardly makes it a regular elementary classroom experience as defined in the Board's field trip policy.

According to the Association, when employes submitted special duty compensation for the extra time chaperoning on December 4, 1992, they should have been paid pursuant to Section XII, paragraph E of the collective bargaining agreement. The Association asserts that the language of the

contract is clear and the claim for extra duty compensation was rightfully filed under Section XII, paragraph E, of the collective bargaining agreement. Stressing that the Elementary Principal initially and correctly approved payment, the Association emphasizes the phrase in paragraph E which provides "and chaperoning activities for which the teacher received no other compensation."

Because this language is clear and needs no further interpretation, the Respondent District should be required to pay the special duty voucher. Even assuming that the language is found to be unclear, the District's policy regarding field trips and excursions makes it clear that the Nutcracker trip was an adjunct trip. In the Association's opinion, the elementary classroom teachers were indeed chaperoning because they were responsible for all children on their bus not just their own students. Noting that other elementary teachers drove in cars and were not responsible for any students, the Association points out that there was a definite distinction between these teachers and those on the buses.

In response to anticipated Board arguments that the "teacher day" could be extended, the Association stresses that the policy was instituted to prevent teachers from leaving in the middle of a meeting should the normal day have officially ended. This policy, it maintains, has little or nothing to do with trips which are adjuncts to the regular curriculum and not "field trips" as defined in the District's policy.

The Association requests that the District be found to be in violation of Section XII, paragraph E, of the collective bargaining agreement, that the District be ordered to cease and desist, and that it further be ordered to make all employees whole for the violation.

#### District

According to the District, the only real issue is whether the teachers were acting in the capacity of teachers or chaperones. In its view, paragraph E of Section XII applies only if the Association establishes that the teachers were engaged in chaperoning activities and that they received no other compensation. It contends that there is nothing in the contract providing for chaperone pay for working beyond the normal work day. It points out that no elementary teachers have ever received chaperone pay before and there are many instances where elementary teachers have stayed beyond the normal school day and received no extra pay.

The District maintains that the Association offered no testimony as to what constitutes chaperoning duties as opposed to teaching activities. Although the Association argues that the teachers should be entitled to extra pay because on the day of the performance the teaching hours went beyond 3:30 p.m., it offered no testimony to support the fact that this was either in a chaperoning capacity or that there was any contract provision providing for extra pay. The District points to its Board policy defining "teacher day" as evidence of support for exactly the opposite conclusions.

In the District's view, the teachers knew that this was to be an educational event, not one where they were called upon to chaperone, and that additional personnel would be provided to chaperone. The Yagow memorandum to Olson indicates that this is the case, as does Olson's memorandum to all teachers. Thus there cannot be any question but that the teachers were informed well ahead of time that chaperones would be assigned for the trip and that they were not on the trip as chaperones, but rather, as teachers.

The District contends that the evidence adduced at hearing makes it clear

that this was an educational experience as opposed to a simple excursion or "fun day". To support this contention it cites its denial of a teacher's request to take a personal leave day on this day. The Nutcracker trip was intended as an elementary grade lesson. It was labeled a "field trip" in Olson's memorandum.

Students were required to attend or be marked absent.

In summary, the District claims that what the Association is arguing is the following: Teachers from the time they arrived in the morning, loaded the students on the bus, went to Wausau, ate lunch, attended the show, got organized for the trip home were acting as teachers and then, at about 3:30 p.m. something magically happened to transform them into chaperones which they remained until the last students were picked up by their parents around 6:00 p.m. Board policy as to the "teacher day" has no applicability to the Nutcracker situation.

The District portrays the Association's position as being that the work day for which the teachers were being paid their teaching salaries ended at 3:30 p.m. and somehow, for the last several hours, they weren't receiving any pay. The District maintains that the only issue is whether they were acting as chaperones or teachers for the field day. It asserts that the only difference between this day and any other day was the fact that the teachers were required to work several hours longer. The District requests that the complaint be dismissed.

#### DISCUSSION:

The language in the collective bargaining agreement upon which both parties rely does appear to be clear and unambiguous. It states that "Additional compensation shall be paid for the following activities only: (1) those activities as set forth in Appendices B....: and (2) ticket-taking, supervising dances and chaperoning activities for which the teacher received no other compensation." (Emphasis added) The language then goes on to provide that teacher staff may be assigned as necessary to fill the positions if there are insufficient volunteers. Payment pursuant to subsection (2) is listed as follows: "\$17.00 per night for local activities; \$17.00 for activities away from two and up to 50 miles: \$27.00 for activities away from home between 50 and 100 miles: and \$37.00 for activities away from home in excess of 100 miles."

Thus the issue to be addressed requires a determination as to whether the teachers were engaged in "chaperoning activities" within the meaning of Article XII, Section E "for which they received no other pay". The two applicable Board policies are instructive in that they serve as unilaterally-imposed work rules regarding topics not expressly covered in the parties' collective bargaining agreement. They are relevant to any discussion of how Article XII, Section E applies to the case at bar.

The Association devotes a substantial amount of time attempting to establish that the Nutcracker trip was an adjunct or extra-curricular activities trip outside of the regularly-established, normal elementary school curriculum. Given the evidence adduced at hearing, it simply cannot be concluded that this is the case. Rather the opposite has been established. The District regarded the Nutcracker trip to be an educational event and an educational experience. It provided learning plans to the teachers in advance of the trip so that they could integrate the topic into other classroom activities. The grant itself states the specific educational objectives of developing and stimulating interest on the arts and arts program in all students. Students who did not report to school on the day of the trip were marked absent. Moreover, the District regarded teacher attendance on that day,

the teacher presence on the buses, and their presence at the event with their homeroom students as important enough to deny a request made by one of the elementary teachers to utilize personal leave on that day. The evidence simply does not establish that the Nutcracker trip was an adjunct or extra, non-academic fun duty as the Association has argued. Rather it appears that the Nutcracker trip was an educational field trip initiated by the Gifted and Talented Director at the behest of some of the elementary school teachers.

This trip differed somewhat from the teacher-initiated field trips which the Board's policy was designed to address in that once the grant was approved, the administration made all of the arrangements. It determined who was to accompany students, whether personnel in addition to the classroom teachers would be needed to accompany the students, and scheduled departure and return times.

The Association makes much of the fact that all classes went on the trip rather than just one class at the discretion of a single elementary teacher. This is not, in the view of the Examiner, a material distinction. Neither the number of classes attending nor the personnel taking the initiative for planning the trip determines whether it is an adjunct activity (extra-curricular in nature) or an educational field trip. Rather, the purpose of the trip determines into which category it falls. Here, the purpose is clearly educational.

Having found the Nutcracker trip to be an educational experience, the question nevertheless remains as to whether the activity was a chaperoning activity for which no other compensation was received. Both sides point to the presence of non-teaching personnel on each bus who did serve as chaperones and received hourly compensation, to support their respective positions. According to the District, their presence suggests that the teachers were not acting as chaperones but rather as teachers because it provided non-teaching personnel as chaperones. According to the Association, the teachers on the return trip home after 3:30 p.m. were engaged in the same activity as the non-teaching personnel and served as chaperones just as did the non-teaching personnel. The difficulty with the Association's argument is that the teachers were performing exactly the same work on the way to the Nutcracker as they were on the way back from the performance. Teaching inevitably involves chaperoning and taking responsibility for children. There has been no claim of overpayment based upon chaperoning rather than teaching for the hours in which the elementary teachers worked prior to 3:30 p.m. To hold that teaching activities were somehow magically transformed into chaperoning duties after the 3:30 p.m. end of the normal work day requires a leap which this Examiner is unwilling to make.

The Board policy with respect to "Teacher Day" makes it clear that all teachers are required to be in attendance at the school in which they teach from 8:00 a.m. until 3:30 p.m. Moreover in the event that the administrator, a principal, or other authorized person calls a meeting of the staff, the attendance day shall be extended accordingly. The policy goes on to state that "in no event is this policy to be construed as establishing a "work day" for teachers. It is felt that it is incumbent upon a teacher in his/her professional capacity to complete all necessary work to afford the best education possible to his/her students, and it is recognized that additional time to that above noted is necessary to achieve this end. This policy in no way relieves the teachers of this responsibility- it merely establishes times for their physical presence within the appropriate school buildings." There were numerous examples of instances when teachers worked beyond 3:30 p.m. without receiving additional pay. In fact, the Association cannot point to a single instance where the elementary teachers have ever received chaperone pay.

References to chaperone pay in Article XII, Section E also speak of a certain dollar amount "per night". This language suggests that payment for chaperoning is clearly intended to apply to discreet events usually occurring outside the student school day at night. These references along with the Board policy on "Teacher Day" and the actual experience in the District persuade this Examiner that chaperone pay is not appropriate for this situation.

To adopt the Association's reasoning, the elementary teachers would be entitled to \$27.00 each were the buses to have arrived back at the elementary school at 3:35 p.m., a result not contemplated by this language. Accordingly, it is concluded that Article XII, Section E (2) does not apply because the time coming home from the Nutcracker field trip was not time for which the teachers received no other compensation. The collective bargaining agreement does not

provide for compensation for teachers when the District requires them to extend their work day in this manner. The District did not violate Section 111.70 (3)(a)(5) of MERA.

Dated at Madison, Wisconsin this 4th day of February, 1994.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Mary Jo Schiavoni /s/  
Mary Jo Schiavoni, Examiner