

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION**

NOVELLA NICHOLS, Complainant

vs.

**WILKINSBURG BOROUGH SCHOOL DISTRICT, AND CHARLES W. KREPPS, JR.,
Superintendent, Respondent**

DOCKET NO. E-4154

FINDINGS OF FACT

CONCLUSIONS OF LAW

COMMISSION'S DECISION

FINAL ORDER

FINDINGS OF FACT

1. The Complainant, Novella Nichols, who is Black, was hire by the Respondent, Wilkinsburg School District as a temporary professional employee commencing with the 1969-1970 school year.
2. In order to become a permanent professional employee, a teacher must complete two years of teaching and receive a satisfactory rating.
3. Mrs. Nichols taught the entire 1969-1970 school year at Semple Elementary School. She began her second year in the Wilkinsburg School District at Semple also, and taught there from September, 1970 - March, 1971.
4. Although Semple Elementary School contains a student population that is 98% Black, the Wilkinsburg School District officials as well as the principal of Semple were unaware of or unconcerned with Black History Week.
5. On or about March 8, 1971, Miss Vecchiola, a white teacher at Semple, inexcusably tore up three booklets entitled Black History which she knew the Complainant had prepared and issued to her students for use as part of the regular classroom instructional materials in the Complainant's classes. Rather than admitting to and apologizing for her behavior, Miss Vecchiola later attempted to rationalize her conduct. This only exacerbated the

tensions between herself and the Complainant and later culminated in a heated verbal confrontation between the two on March 11, 1971 in the teacher's lounge.

6. The next morning, Friday, March 12, 1971, a meeting was held at the Superintendent's Office of the Wilkinsburg School District. This meeting was attended by Mr. Krepps, Superintendent of Schools, Dr. Grottenthaler, Assistant Superintendent of Schools, Miss Vecchiola and Mrs. Nichols.
7. At this meeting, Miss Vecchiola was permitted to tell her side of the story in detail; but the Complainant, when it came time to tell her side, was constantly interrupted and was not given a chance by those present to adequately explain her side.
8. On Monday, March 15, 1971, it was decided that the Complainant, Mrs. Nichols, would be transferred from her general teaching duties at the intermediate level of Semple Elementary School to the newly created position of Exploratory Reading Teacher at the Kelly School. This was not a lateral transfer. While the position of Exploratory Reading Teacher did not constitute a demotion or involve any deduction in salary, this position was essentially quite similar to the position of Remedial Reading Teacher, which was a specialty.
9. Mrs. Nichols was not a certified Remedial Reading Teacher and had had no experience teaching Remedial Reading.
10. Mrs. Nichols was given no choice with respect to her new reassignment as an Exploratory Reading Teacher. It was also made clear to her at that time by Mr. Krepps that it would be highly unlikely that her contract would be renewed for the next year.
11. On Monday, March 15, 1971, it was also decided that Miss Vecchiola would be transferred from the Semple School. Miss Vecchiola was first offered a lateral transfer at the Johnson School in the Wilkinsburg School District where she would teach History. She refused this position, possibly because she felt she would have disciplinary problems in that particular situation. She was then offered and did accept a position as an Exploratory Reading Teacher at another school in the Wilkinsburg School District.
12. Exploratory Reading at the Wilkinsburg School District is taught to one or two children at a time in what could be described as the antithesis of the typical classroom situation. From mid-March, 1971 until May 10, 1971, Mrs. Nichols was the Exploratory Reading Teacher at the Kelly School. Beginning May 10, 1971 and lasting until June 10, 1971, the end of the school year, Mrs. Nichols, in addition to teaching at the Kelly School, also was assigned to and did teach Exploratory Reading at the Johnson and at the Turner Schools. During the last month of the school year, therefore, Mrs. Nichols was assigned to teach at three schools every week.
13. From mid-March, 1971 until the end of the school year, Mrs. Nichols was working under a great deal of stress in an atypical classroom situation, teaching a subject which she had no special training or experience to teach after having been threatened with non-renewal of her contract.
14. Mrs. Nichols did not adjust well to this situation and in fact, received unsatisfactory ratings from the principals of each of the three schools where she taught Exploratory Reading. At two of these schools, however, (the Johnson and Turner Schools) the Complainant had only been assigned to teach eight days (two days per week at each from May 10 - June 10, 1971). This was hardly an adequate period of time on which to base a fair rating.

15. During the entire period of time that Mrs. Nichols was teaching her regular classes at Semple Elementary School (September, 1969 to March, 1971), a period of time during which it is found that Mrs. Nichols was very adequately and satisfactorily conducting her teaching duties, her teaching was observed and evaluated on only two occasions, and only one was during her first year. This violated the school district's own regulations which required at least two ratings a year for temporary employee. However, after her transfer in March, 1971 and for the relatively short period of time from March 16, 1971 to June 10, 1971, when the Complainant was not instructing in her normal classroom situation, she was continually observed and evaluated; and it was this latter period of time which Mr. Krepps, the Superintendent, counted most heavily in determining not to renew her teaching contract for the following school year.
16. This method of accumulating many evaluations and ratings on Mrs. Nichols toward the very end of her second year when she was no longer teaching in a regular classroom setting and of giving these ratings much greater weight than was given to her performance during the more substantial period of close to two school years when she worked at Semple Elementary School, was a method used by school district officials to discriminate against Mrs. Nichols because of her race.
17. But for the discriminatory treatment which Mrs. Nichols was subjected to because of her race, Mrs. Nichols would have satisfactorily completed her second year of teaching in the Wilkinsburg School District and would have been entitled to tenure.

CONCLUSIONS OF LAW

Upon all the evidence in the public hearing and in consideration of the foregoing Findings of Fact, the Pennsylvania Human Relations Commission makes the following Conclusions of Law:

1. The Complainant was subjected to unequal terms and conditions of employment by the Respondent School District in that:
 - a. Mr. Krepps and Dr. Grottenthaler, school officials in the Wilkinsburg School District, did not give her the same opportunity as they gave Miss Vecchiola, a white teacher, to explain the circumstances surrounding the verbal confrontation between these two teachers which took place on March 11, 1971.
 - b. Acting on the basis of primarily only Miss Vecchiola's version of what had taken place, Mr. Krepps and Dr. Grottenthaler decided not only to transfer Miss Vecchiola from Semple but to transfer Mrs. Nichols also.
 - c. After deciding to transfer both teachers from Semple Elementary School, Mr. Krepps offered only to Miss Vecchiola a lateral transfer to the Johnson School which Miss Vecchiola refused. Miss Vecchiola was subsequently assigned to teach Exploratory Reading at another school in the Wilkinsburg School District. Mrs. Nichols, on the other hand, was not informed of the lateral position available but was forced to accept assignment as an Exploratory Reading Teacher at the Kelly School.
 - d. At the time of Mrs. Nichols' assignment to the Kelly School, she was threatened by Mr. Krepps with non-renewal of her contract for the following school year.
2. The insensitivity of the Respondent School District to issues such as Black History Week particularly in the context of a school such as Semple where 98% of the student population is Black, coupled with the unequal terms and conditions of employment as described above which Mrs. Nichols, who is Black, received from the Respondent leads

this Commission to the conclusion that the unequal terms and conditions of employment received by Mrs. Nichols were due to her race and were, thus, in violation of Section 5(a) of the Pennsylvania Human Relations Act.

3. The Respondent's method of evaluating the Complainant's performance, as previously set forth, was implemented in a manner so as to further discriminate against Mrs. Nichols because of her race; and was, therefore, also in violation of Section 5(a) of the Pennsylvania Human Relations Act.
4. Mrs. Nichols is entitled to a job offer with the Wilkinsburg School District as a tenured or professional employee.
5. Mrs. Nichols is entitled to \$250. from the Wilkinsburg School District in order to compensate her for the mental suffering and inconvenience experienced by her as a result of said school district's discriminatory treatment.

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION**

NOVELLA NICHOLS, Complainant

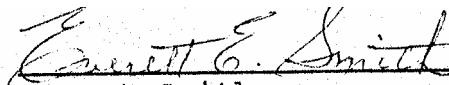
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**WILKINSBURG BOROUGH SCHOOL DISTRICT, AND CHARLES W. KREPPS, JR.,
Superintendent, Respondent**

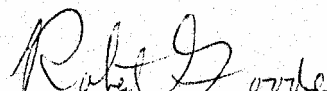
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COMMISSION'S DECISION

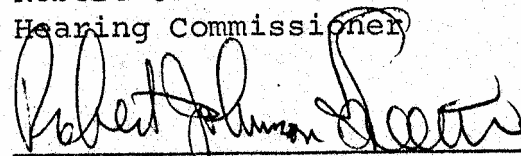
AND NOW, this 20th day of March, 1972, upon the recommendation of the Hearing Commissioners and upon and in consideration of the Findings of Fact and Conclusions of Law, the Pennsylvania Human Relations Commission finds and determines that Respondents Wilkinsburg Borough School District and Charles W. Krepps, Jr., Superintendent have committed unlawful discriminatory practices in violation of Section 5(a) of the Pennsylvania Human Relations Act in that they have subjected Complainant to unfair and unequal terms and conditions of employment on account of her race and have also subjected the Complainant to an unlawfully discriminatory method of evaluation. It is, therefore, recommended that the Commission enter an Order against Respondents requiring them to compensate the Complainant and to offer her a position equivalent to that which she would have been offered had she not been unlawfully discriminated against.



Everet Smith
Presiding Commissioner



Robert Goode
Hearing Commissioner



Robert Johnson Smith
Hearing Commissioner

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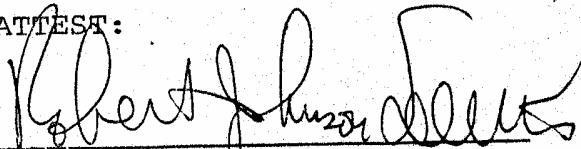
FINAL ORDER

AND NOW, this 20th day of March, 1972, upon consideration of the foregoing Findings of Fact and Conclusions of Law and pursuant to Section 9 of the Pennsylvania Human Relations Act, the Pennsylvania Human Relations Commission

ORDERS


1. Within 60 days of the date of this Order Respondents shall offer complainant in writing a position as a professional employee in the Wilkensburg School District teaching the same subjects taught while at Semple Elementary School or substantial similar subjects.
2. Respondents shall, within the same period of time, pay to Mrs. Nichols \$250. to compensate her for the discriminatory treatment she received because of her race.
3. That the Pennsylvania Human Relations Commission shall retain jurisdiction in this matter until the above two conditions are satisfied.

ATTEST:


Dr. Robert Johnson Smith
Secretary

PENNSYLVANIA HUMAN
RELATIONS COMMISSION

By:


E. E. Smith
Chairman