COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

MOUNT PLEASANT AREA EDUCATION ASSOCIATION, PSEA/NEA	:	
	:	Case No. PERA-C-15-305-W
v.	:	
	:	
MOUNT PLEASANT AREA SCHOOL DISTRICT	:	

PROPOSED DECISION AND ORDER

On October 22, 2015, the Mount Pleasant Area Education Association, PSEA/NEA (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against the Mount Pleasant Area School District (District or Employer), alleging that the District violated Section 1201(a)(1) and (3) of the Public Employe Relations Act (PERA or Act) by refusing to hire bargaining unit member and Association President, Terri Remaley, for a position as Event Director, in retaliation for her protected activity.

On December 4, 2015, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the charge to conciliation for the purpose of resolving the matters in dispute through mutual agreement of the parties, and designating March 30, 2016, in Pittsburgh, as the time and place of hearing, if necessary. The hearing was continued to May 25, 2016 at the Association's request and without objection from the District.

A hearing was necessary and was held before the undersigned Hearing Examiner of the Board on May 25, 2016, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. The Association filed a post-hearing brief in support of its position on July 29, 2016. The District filed a post-hearing brief in support of its position on August 2, 2016.

The 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. 5-6)

3. The Association is the exclusive bargaining agent for a unit of the District's professional employes. (PERA-R-383-W)

4. The Association and District are parties to a collective bargaining agreement (CBA), which is effective from September 1, 2014 through August 31, 2018. (N.T. 9)

5. Terri Remaley has been a junior high school guidance counselor at the District since 1993. She has also been President of the Association since 2001 and served as a member of the Association's bargaining team for the last three contracts, including the current 2014-2018 CBA. The parties began bargaining for the current CBA in January 2014. (N.T. 7-10)

6. The District's bargaining team for the current CBA included Charles Holt, James McElfresh, and Richard Albright, each of whom was a member of the District's Board of School Directors

at the time. The remaining members of the School Board were Kyle Potts, Donald Hudek, Annette Wisneski[1], Warren Leeder, George Hare, and Robert Gumbita. (N.T. 9-10)

7. Remaley described the negotiations for the current CBA as contentious and hostile. The District's bargaining team took issue with the Athletic Director position, which was in the bargaining unit at the time. Holt stated several times during bargaining that the District would not settle the contract if the Athletic Director position remained in the unit. (N.T. 10-11)

8. At the time, the Athletic Director position was a half-time position, meaning that the incumbent was a full-time employe who spent half of his time in the classroom teaching and the remaining half performing the Athletic Director duties. The position was paid according to the teacher salary schedule in the contract and received an additional stipend for the Athletic Director portion on top of the base teacher salary. (N.T. 11-12)

9. On June 30, 2014, while the parties were in negotiations for a successor CBA, the School Board voted to change the Athletic Director position to a month-to-month position. In the last 22 years, the District had never before changed a yearly contractual position to a monthly position. The incumbent Athletic Director was David Capozzi. (N.T. 13-15, 20; Exhibit A-1)

10. On July 18, 2014, the Association filed a grievance protesting the District's reduction of the Athletic Director to a monthly position and alleging a violation of the CBA, as well as a 2007 Memorandum of Understanding (MOU). (N.T. 15; Exhibit A-2)

11. By letter dated July 28, 2014, the District's Superintendent Timothy Gabauer denied the grievance. The grievance remained outstanding for the remainder of bargaining for the current CBA. (N.T. 15-16; Exhibit A-3)

12. The parties eventually reached a tentative agreement for a successor CBA in December 2014, which eliminated the Athletic Director position from the bargaining unit. The parties each voted to ratify the terms of the tentative CBA on January 12, 2015. (N.T. 17-18)

13. On the following date of January 13, 2015, an article appeared in the online version of the local newspaper, which provided as follows:

> Mt. Pleasant Area School Board voted Monday night in favor of a contract between the [D]istrict and the Mt. Pleasant Area Education Association.
>
> Casting yes votes were directors Charles Holt, Rick Albright and Jim Elfresh, all part of the negotiating committee, as well as Annette Anderson, Robert Gumbita, George Hare and Kyle Potts.
>
> Director Warren Leeder voted against the motion. Director Denver Hudek abstained from the vote.
>
> Leeder was not happy the contract moved the athletic director position from a supplemental to an administrative position.
>
> "Now you got us another position we have to pay for," he said.
>
> Hare said they put the position back where it belonged.
>
> "This was a supplemental position several years ago when the good old boys got together in a back room and specifically sculpted the position for someone," he said. "We've removed it from a place where, for years, it was dirty." Anderson said they are step-by-step setting into place some valuable people in important positions.

[1] The record shows that Wisneski's surname is now Anderson. I will refer to her as Anderson for the purposes of this Proposed Decision and Order. (N.T. 10)

> "This move is going to set us at a higher level than what we are now," she said.
>
> Before Monday night, David Capozzi was serving in the supplemental position on a month-to-month basis, as well as holding a teaching position in the [D]istrict.
>
> On Monday, a motion passed to approve Capozzi as athletic director for the remainder of the 2014-15 school year.
>
> The [Association] contract expires on Aug. 31; the new contract will take effect on Sept. 1.
>
> While Capozzi is the athletic director and a teacher for the remainder of the school year, he, or whomever fills the athletic director position under the new contract, will not be able to be a teacher...

(N.T. 18-21; Exhibit A-5)

14. On January 13, 2015, Remaley contacted Gabauer and indicated that the Association was concerned about the article's quotes portraying Capozzi and the Association in a negative light. Gabauer indicated to Remaley that he would get in touch with the School Board members and the newspaper regarding her concerns. Gabauer subsequently reported to Remaley on the same day that there would be a change in the article. (N.T. 22-23)

15. At some point, there was another version of the article which appeared online, containing the same January 13, 2015 date and which removed the following language, which was alleged to be from Hare and Anderson:

> "This was a supplemental position several years ago when the good old boys got together in a back room and specifically sculpted the position for someone," he said. "We've removed it from a place where, for years, it was dirty." Anderson said they are step-by-step setting into place some valuable people in important positions.
>
> "This move is going to set us at a higher level than what we are now," she said.

(N.T. 23-24; Exhibit A-6)

16. In response to the original article, Remaley also contacted the Association's membership and representative council and received permission to read a statement at the next School Board meeting on February 9, 2015. Remaley also requested the Association's members to be present at that meeting to show support for Capozzi. There were over 40 Association members who attended the meeting, which resulted in a change of location to accommodate the additional people. (N.T. 24-26)

17. At the February 9, 2015 School Board meeting, Remaley read from a statement, which she had preapproved by the Association's representative council, during which she identified herself as President of the Association, referenced the quotes attributed to School Board members in the online article, spoke in support of Capozzi, and discussed the Pennsylvania School Board Association (PSBA) Code of Conduct. (N.T. 25-27; Exhibit A-7)

18. Before Remaley had finished reading her prepared statement, Anderson interrupted her to indicate that the article had been changed to eliminate the alleged statements. Remaley, in an effort not to deviate from the statement, did not respond to Anderson at that time, and continued reading until she was finished. (N.T. 27-29)

19. After Remaley finished reading her prepared statement, Hare remarked that his comments were not directed at Capozzi and apologized if it seemed otherwise. Holt indicated that he disagreed with Remaley's statements regarding the PSBA. Anderson pointed at Remaley and asked why she was making these statements when the article had been changed, to which

Remaley replied that she felt it necessary to defend Capozzi because the quotes had already been made public. Anderson then questioned Remaley multiple times whether she was representing the Association, to which Remaley responded in the affirmative. Anderson also directly questioned the members of the Association, who were present, whether Remaley was speaking for them, to which the members responded in the affirmative. (N.T. 29-30)

20. At that point, Remaley offered to continue the discussion privately. Holt responded that he would not meet with her to discuss it, while Anderson stated that Remaley had not heard the last of this, after which the conversation ceased. (N.T. 31-32)

21. On February 9, 2015, the Association filed a grievance, alleging a violation of the CBA for a reduction in rank of the Athletic Director position without just cause. (N.T. 33-34; Exhibit A-8)

22. By letter dated February 19, 2015, Gabauer denied the grievance. (N.T. 34; Exhibit A-8)

23. At the conclusion of the 2014-2015 school year, the District's Event Director position became available for the 2015-2016 school year due to the resignation of former Event Director, Victor Snyder. The Event Director was a supplemental position in the CBA, which had a stipend of $5,209 and included duties similar to an assistant athletic director, such as carrying out duties when the Athletic Director is unavailable for after school, evening and weekend sporting events, and coordinating ticket sales and distribution. (N.T. 37-38, 114-116; Exhibit A-10, D-7)

24. On June 3, 2015, Remaley applied for the Event Director position in writing, as directed by the District. (N.T. 39; Exhibit A-11)

25. Remaley never underwent an interview for the Event Director position. At the June 22, 2015 School Board meeting, Hare made a motion, which was seconded by Leeder, to approve Remaley for the Event Director position for the 2015-2016 school year. The motion failed to obtain a majority vote. There were two affirmative votes from Hare and Gumbita, and five negative votes from Albright, Holt, McElfresh, Potts, and Anderson, while Leeder abstained. (N.T. 40-42; Exhibit A-12)

26. On June 22, 2015, the District's School Board met in an executive session immediately prior to the actual School Board meeting, during which they discussed Remaley's candidacy for the Event Director position. Anderson stated that Remaley would not be a good person to have in the Event Director position based on her behavior at the February 9, 2015 School Board meeting, while Holt agreed that he was offended and that her behavior that night was not in line with his expectations. (N.T. 139-143, 177-182).

27. Remaley was unaware that her name was on the agenda for the June 22, 2015 School Board meeting. The first time she heard anything about the Event Director position since applying was from a newspaper article dated June 24, 2015, which noted that the motion to approve her had failed. (N.T. 42-43; Exhibit A-13)

28. Remaley, after seeing the newspaper article, contacted Gabauer, who confirmed that she was the recommended candidate and only applicant for the Event Director position. Remaley also contacted Robert Gumbita, who is an assistant principal at the District[2], and who also confirmed that she was the recommended candidate and only applicant for the position. (N.T. 43-44)

29. On July 13, 2015, the Association filed a grievance, alleging a violation of the CBA for the District's refusal to hire Remaley for the Event Director position and the alleged corresponding removal of bargaining unit work. Gabauer denied the grievance by letter dated July 16, 2015. (N.T. 48-49; Exhibit A-17)

30. On July 27, 2014, Gabauer forwarded a letter to Sandra Puskar, the Association's Grievance Chair, which provided in relevant part, as follows:

[2] The record shows that there are two individuals named Robert Gumbita, one who is a School Board member, and his son who is an assistant principal at the District. (N.T. 39, 43)

> The position of Event Director was on the [School] Board Agenda for June 22, 2015 and failed to obtain a majority vote. A hiring, therefore, did not take place. The [School] Board of Directors has not met during the month of July nor is there a scheduled voting meeting during the month of July. The next regularly scheduled voting meeting is scheduled for August 10, 2015. Until the position of Event Director is filled, the administration will handle any activities and duties related to the position. No activities or duties of the Event Director position have been subcontracted by the District.
>
> Thank you for your continued efforts in working together to resolve potential disputes.

(N.T. 45-47; Exhibit A-15)

31. On August 10, 2015, the School Board voted unanimously in favor of eliminating the Event Director position. (N.T. 46-48; Exhibit A-16)

32. In March of 2016, Remaley was present for a liaison meeting between several members of the Association and School Board to discuss issues specifically set forth in an agenda. After the parties completed everything on the agenda, which did not contain anything related to the Athletic Director or Event Director positions, Anderson pointed at Remaley and repeatedly questioned her about her comments from the February 2015 School Board meeting, following which Remaley reiterated that she was there at the 2015 meeting representing the Association and defending Capozzi. (N.T. 50-53)

33. The Association and District were parties to a prior CBA, which was effective from 2011 through 2014, and which contained the following provision governing supplemental positions:

> The salaries on extracurricular activities are baseline and can be changed due to increase in responsibility or workload. A discussion session can be arranged between the Mount Pleasant Area Education Association and the Superintendent.
>
> The [School] Board may add or delete supplemental contracts for extracurricular activities during the term of this agreement. In the event the [School] Board adds an activity to the list, representatives of the [School] Board and Association shall meet and discuss a reasonable compensation for such position...

(N.T. 99-101; Exhibit D-1)

34. The provision regarding supplemental positions in the 2011-2014 CBA is also included in identical form within the current CBA. (N.T. 105-107; Exhibit D-3)

DISCUSSION

The Association has alleged that the District violated Section 1201(a)(1) and (3) of the Act[3] by refusing to hire Remaley for a position as Event Director in retaliation for her protected activity. The District, on the other hand, contends that the Association has not sustained its burden of proving a violation of the Act, as it had legitimate nondiscriminatory reasons for not hiring Remaley because the Event Director position was not necessary anymore and the current CBA gave the District the authority to eliminate supplemental positions.

In a Section 1201(a)(3) discrimination claim, the Complainant has the burden of establishing the following three-part conjunctive standard: (1) that the employe engaged in activity protected by PERA;

[3] Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act...(3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization. 43 P.S. § 1101.1201.

(2) that the employer knew the employe engaged in protected activity; and (3) the employer engaged in conduct that was motivated by the employe's involvement in protected activity. **Audie Davis v. Mercer County Regional Council of Government**, 45 PPER 108 (Proposed Decision and Order, 2014) citing **St. Joseph's Hospital v. PLRB**, 373 A.2d 1069 (Pa. 1977). Motive creates the offense. **PLRB v. Stairways, Inc.,** 425 A.2d 1172 (Pa. Cmwlth. 1981). Once a prima facie showing is established that the protected activity was a motivating factor in the employer's decision, the burden shifts to the employer to demonstrate that the action would have occurred even in the absence of that protected activity. **Teamsters Local 776 v. Perry County**, 23 PPER ¶ 23201 (Final Order, 1992). If the employer offers such evidence, the burden shifts back to the complainant to prove, on rebuttal, that the reasons proffered by the employer were pretextual. **Teamsters Local 429 v. Lebanon County**, 32 PPER ¶ 32006 (Final Order, 2000). The employer need only show by a preponderance of the evidence that it would have taken the same actions sans the protected conduct. **Mercer County Regional COG**, *supra*, citing **Pennsylvania Federation of Teachers v. Temple University**, 23 PPER ¶ 23033 (Final Order, 1992).

In addition, the Board has recognized that, in the absence of direct evidence, it will give weight to several factors upon which an inference of unlawful motive may be drawn. **City of Philadelphia**, 26 PPER ¶ 26117 (Proposed Decision and Order, 1995). The factors which the Board considers are: the entire background of the case, including any anti-union activities by the employer; statements of supervisors tending to show their state of mind; the failure of the employer to adequately explain the adverse employment action; the effect of the adverse action on unionization activities-for example, whether leading organizers have been eliminated; the extent to which the adversely affected employes engaged in union activities; and whether the action complained of was "inherently destructive" of employe rights. **City of Philadelphia**, *supra*, *citing* **PLRB v. Child Development Council of Centre County**, 9 PPER ¶ 9188 (Nisi Decision and Order, 1978). Although close timing alone is insufficient to support a basis for discrimination, **Teamsters Local 764 v. Montour County**, 35 PPER 12 (Final Order, 2004), the Board has long held that the timing of an adverse action against an employe engaged in protected activity is a legitimate factor to be considered in determining anti-union animus. **Berks Heim County Home**, 13 PPER ¶ 13277 (Final Order, 1982).

The Association has sustained its burden of proving the first two prongs of the Section 1201(a)(3) test. Indeed, Remaley was clearly engaged in protected activity when she addressed the School Board at the February 9, 2015 meeting in her capacity as Association President. Likewise, the District was aware of that protected activity given that the School Board members were present when Remaley read her statement on February 9, 2015. In fact, the District does not dispute these two elements of the Section 1201(a)(3) test in its post-hearing brief. As a result, the issue in this case depends on whether the District was motivated by Remaley's involvement in protected activity when it did not hire Remaley for the Event Director position in 2015.

The Association has also sustained its burden of proving the third element of the Section 1201(a)(3) test, and as such, a prima facie case for discrimination. Indeed, the record contains several statements of the District's School Board members, which support an inference of anti-union animus. First of all, Anderson's conduct at the February 2015 School Board meeting clearly demonstrated her disdain for the Association. Anderson interrupted Remaley as she read a prepared statement in her capacity as Association President to indicate that a disputed newspaper article had been changed. After Remaley finished reading her prepared statement, Anderson pointed at Remaley and asked why she was making these statements when the article had been changed, to which Remaley replied that she felt it necessary to defend Capozzi because the quotes had already been made public. Anderson then questioned Remaley multiple times whether she was representing the Association, to which Remaley responded in the affirmative. At that point, Anderson directly questioned the members of the Association, who were present, whether Remaley was speaking for them, to which the members responded in the affirmative. Furthermore, Anderson then threatened Remaley at the conclusion of the discussion, indicating that Remaley had not heard the last of this.

The record also shows that Anderson and Holt both made reference to Remaley's protected activity while discussing her candidacy for the Event Director position during an executive session of the School Board, which occurred immediately before the June 22, 2015 School Board meeting, during which Hare's motion to appoint Remaley to the position failed to obtain a majority vote. (N.T. 139-143, 177-182). Specifically, Anderson stated that Remaley would not be a good person to have in the Event Director position based on her

behavior at the February 9, 2015 School Board meeting, while Holt agreed that he was offended and that her behavior that night was not in line with his expectations. (N.T. 139-143, 177-182).

Finally, in March 2016, Remaley was present for a liaison meeting between several members of the Association and School Board to discuss issues specifically set forth in an agenda. After the parties completed everything on the agenda, which did not contain anything related to the Athletic Director or Event Director positions, Anderson pointed at Remaley and repeatedly questioned her about her comments from the February 2015 School Board meeting, following which Remaley reiterated that she was there at the 2015 meeting representing the Association and defending Capozzi. These statements by Anderson and Holt clearly support an inference of unlawful motive on behalf of the District in this case.

In addition, the close timing of the District's actions relative to Remaley's protected activity further supports an inference of unlawful motive. The record shows that Remaley engaged in protected concerted activity during the February 9, 2015 School Board meeting by reading a prepared statement in her capacity as Association President, during which she chided the School Board for what she and the Association felt were inappropriate and negative public statements of School Board members directed at the Association and one of its members.[4] Just over four months later in June 2015, the School Board voted not to appoint Remaley to the position of Event Director, despite her being the recommended candidate and only applicant for the position. Then, just two months later in August 2015, the School Board voted unanimously in favor of eliminating the Event Director position.[5] The close timing of the District's actions relative to Remaley's protected activity combined with the clear anti-union statements of multiple School Board members leads to the necessary conclusion that the Association has demonstrated a prima facie case of discrimination.

The District contends that it had legitimate nondiscriminatory reasons for its actions here, as the School Board had been contemplating the elimination of the Event Director position for years, given that it was not necessary, and the timing of the events here simply coincided with the hiring of a new Athletic Director who was now an Act 93 employe and who could absorb some of the Event Director duties. However, the District's proffered reasons for its conduct are not accepted as credible or persuasive. Indeed, the District's explanations are belied by the fact that Anderson and Holt both made reference to Remaley's protected activity when discussing her candidacy for the Event Director position in June 2015. As the Association points out, if the District's true motivation was simply to eliminate the Event Director position, there was absolutely no reason whatsoever to discuss Remaley's candidacy for the position, much less make references to her protected activity as being a reason not to hire her for the position, during that discussion. Accordingly, the District has not provided an adequate explanation for its decision not to hire Remaley for the Event Director position, which further supports and inference of unlawful motive.[6] Therefore, the District has violated Section 1201(a)(1) and (3) of the Act.

The Association has also alleged an independent violation of Section 1201(a)(1) of the Act. The Board has held that an independent violation of Section 1201(a)(1) will be found if the actions of the employer, in light of the totality of the circumstances in which the particular act occurred, tend to be coercive, regardless of whether employes have been shown in fact to have been coerced. **Bellefonte Area School District**, *supra*, citing **Northwestern School District**, 16 PPER ¶ 16092 (Final Order, 1985). Improper motivation need not be established; even an inadvertent act may constitute an independent violation of Section 1201(a)(1). **Northwestern School District**, *supra.*

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[4] The Association contends that the statements appearing in the January 13, 2015 newspaper article, which were attributed to Hare and Anderson also support an inference of unlawful motive on behalf of the District. However, there was no competent, firsthand evidence that these statements were actually made by Hare, Anderson, or anyone else from the District when the District voted to ratify the CBA on January 12, 2015. In fact, the District contends that the School Board members were misquoted by the reporter and disputes the statements contained in the article. As a result, I find that these alleged statements do not support an inference of unlawful motive on behalf of the District.

[5] The District contends that it had the contractual authority to eliminate supplemental positions, which precludes a finding of unlawful motivation. This argument, however, is not persuasive. Even assuming the District's contractual authority to eliminate supplemental positions, it still may not do so discriminatorily and with unlawful intent contrary to Section 1201(a)(3) of the Act.

[6] The District also points to the fact that it has hired Remaley for other supplemental positions over the years as support for its argument that it did not retaliate against her with regard to the Event Director position. However, this argument is not convincing. The simple fact that the District did not retaliate against Remaley in other instances does not sufficiently rebut the Association's prima facie case that the District was unlawfully motivated with regard to its refusal to hire Remaley for the Event Director position, especially in light of the record here.

The record here contains an adequate showing that the District's actions in retaliating against Remaley by not hiring her for the Event Director position, would have a tendency to coerce employes in the exercise of their rights. Accordingly, the District has also committed an independent violation of Section 1201(a)(1) of the Act.

CONCLUSIONS

The 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 committed unfair practices in violation of Section 1201(a)(1) and (3) of PERA.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the District shall:

1. Cease and desist from interfering with, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of PERA;

2. Cease and desist from discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization;

3. Take the following affirmative action:

   (a) Immediately make whole Terri Remaley by appointing her to the Event Director position, award her back pay with six (6%) percent per annum interest, and provide her with appropriate PSERS contributions and credit, along with all other emoluments of employment that she would have earned had she been appointed to the Event Director position for the 2015-2016 school year.

   (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 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 9th day of August, 2016.

PENNSYLVANIA LABOR RELATIONS BOARD

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John Pozniak, Hearing Examiner

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

MOUNT PLEASANT AREA EDUCATION ASSOCIATION, PSEA/NEA	:	
	:	Case No. PERA-C-15-305-W
v.	:	
MOUNT PLEASANT AREA SCHOOL DISTRICT	:	

AFFIDAVIT OF COMPLIANCE

The Mount Pleasant Area School District hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(1) and (3) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein by immediately making whole Terri Remaley and appointing her to the Event Director position, award her back pay with six (6%) percent per annum interest, and provide her with appropriate PSERS contributions and credit, along with all other emoluments of employment that she would have earned had she been appointed to the Event Director position for the 2015-2016 school year; that it has posted a copy of the Proposed Decision and Order in the manner prescribed therein; and that it has served a 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