

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

WESTERN WAYNE EDUCATION ASSOCIATION, :  
PSEA/NEA :  
 :  
v. : CASE NO. PERA-C-22-283-E  
 :  
WESTERN WAYNE SCHOOL DISTRICT :

**PROPOSED DECISION AND ORDER**

On October 14, 2022, Western Wayne Education Association PSEA/NEA (Association or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (PLRB or Board) alleging that Western Wayne School District (District or Employer) violated Section 1201(a)(1), (3) and (5) of the Public Employee Relations Act (PERA or Act) when the District did not appoint Union President Maria Masankay to the science department chair position on or about August 10, 2022.

On December 6, 2022, 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 February 22, 2023, in Harrisburg, as the time and place of hearing.

The hearing was continued once and held on May 22, 2023, in Lake Ariel, PA. The Association submitted a post-hearing brief on July 13, 2023. The District submitted a post-hearing brief on August 11, 2023. The Association filed a reply brief on August 28, 2023.<sup>1</sup>

The Hearing Examiner, based upon all matters of record, makes the following:

**FINDINGS OF FACT**

1. The District is a public employer within the meaning of the Act. (N.T. 8).
2. The Association is a employee organization within the meaning of the Act. (N.T. 8).
3. Maria Masankay is a teacher in the District. She teaches secondary science classes at the District's high school. She has been employed as a teacher for over twenty-two years. She is the Association President. She has also served as the Association's Vice President, Treasurer, and as a building representative. She has been

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<sup>1</sup>The District objected to the filing of this reply brief as the briefing schedule announced at the end of the hearing did not include the opportunity for the Association to file a reply brief. I overruled the District's objection since the District did not show it was prejudiced by the Association filing a reply brief. I allowed the District the opportunity to file a sur-reply brief and the District chose not to file a sur-reply brief.

President since 2020. As President, she is the main person responsible for negotiations, grievances and unfair practices. She is also the main liaison between the District and the bargaining-unit members on workplace issues. When she deals with the District on labor issues, she mainly deals with Dr. Cynthia LaRosa and Dr. Matthew Barrett, who are both District administrators. LaRosa is the Assistant Superintendent and Barret is the Superintendent. (N.T. 20-23).

4. The District appoints bargaining-unit teachers to department chairs. The role of a department chair is extracurricular and performed in addition to the teacher's regular job of teaching classes. Department chairs act as liaisons between the District administration and individual subject areas that are taught by teachers. For example, there is a department chair for science, another one for math, and another one for foreign languages. The department chair passes information from the teachers to the administration and from the administration to the teachers. Department chairs also handle the department budgets including book inventories. A teacher earns an additional stipend when performing as a department chair. (N.T. 23-25).

5. The parties are subject to a collective bargaining agreement (CBA) with the effective dates of July 1, 2020, through June 30, 2025. The CBA provides for an extracurricular stipend for department chairs including the science department chair. Per the CBA, in the 2022-2023 school year, the science department chair earns \$2,038 plus an additional factor based on years of experience. (N.T. 25-26; Association Exhibit 1, page 40).

6. Before the start of the 2022-2023 school year, Masankay was the science department chair. She has had the position for over 16 years. (N.T. 26-27).

7. Department chairs have typically been filled by an annual application or renewal process. In February, the District typically posts the available extracurriculars for the following school year. Teachers who are interested in an extracurricular position send a letter of interest to the Superintendent. Appointments are typically made no later than the April School Board meeting. Teachers have to apply every year and there is no automatic renewal of extracurricular positions. Prior to the events covered in this matter, Masankay applied for the science department chair position every year and was reappointed every year. (N.T. 27-29).

8. Masankay performed the position of science department chair very well. She implemented programs and obtained grants for the District. The District never criticized or complained about her performance as science department chair. (N.T. 29-37; Association Exhibit 2).

9. On May 27, 2021, Masankay, as Association President, filed an unfair practice charge against the District (PERA-C-21-84-E). The charge alleges the District violated Section 1201(a)(1) and (5) of the Act. Masankay filed the charge because she believed the District wanted to unilaterally change the job description for department chairs. Masankay was concerned about extra duties added to the

department chair positions. She was also concerned the additional duties watered down the pay provided for in the CBA by requiring substantially more work to be performed for the same amount of pay. (N.T. 38-41; Association Exhibit 3).

10. Masankay attempted to bargain the changes to the department chair position with the District before they were implemented by the School Board on April 7, 2021. Masankay and LaRosa met in person and engaged in back-and-forth emails on the issue starting in April, 2021. On April 16, 2021, Masankay emailed LaRosa and told LaRosa that the Association will file an unfair practice charge on the issue of department chair job descriptions. (N.T. 41-51; Association Exhibit 4).

11. On May 24, 2021, Masankay met with LaRosa to discuss the department chair issue, the related unfair labor charge, and additional labor relations issues. (N.T. 51; Association Exhibit 4).

12. On June 1, 2021, Masankay, on behalf of the Association, filed a grievance alleging the District violated the CBA by assigning two people to three department chair positions including the science department chair position. For the 2021-2022 school year, the District had appointed Masankay and Nicole Musewicz as science department chairs and split the extracurricular stipend between them. (N.T. 61-64; Association Exhibit 8).

13. The parties settled the grievance on December 7, 2021. The settlement stated that the department chairs in question would receive the full extracurricular stipend, even if there were two people assigned to the position (the extracurricular stipend would not be split). The settlement agreement also provided that, in the future, the District could at any time appoint two people to a particular department chair position as long as each person was paid the full extracurricular stipend. The settlement agreement finally provided that if two people agreed to voluntarily apply as co-chairs of a department, the District may pay each 50% of the extracurricular stipend. Masankay signed the settlement agreement on behalf of the Association. (N.T. 64-66, 153-155; Association Exhibit 9).

14. On November 1, 2021, Masankay participated in a hearing in PERA-C-21-84-E before Hearing Examiner Pozniak. Masankay appeared as a witness on behalf of the Association. LaRosa appeared as a witness on behalf of the District. This unfair practice charge was dismissed by Hearing Examiner Pozniak in a Proposed Decision and Order dated March 15, 2022. The Association did not file exceptions. (N.T. 53-55, 112, 156; Association Exhibit 5, District Exhibit 1).

15. One of the new job duties at issue in the litigation over PERA-C-21-84-E was the requirement that department chairs give presentations to the School Board. This issue was specifically addressed at the November 1, 2021, hearing. During her testimony, LaRosa took the position that the new duty was not significant and would take minimal time to complete. Masankay testified that school board presentations would be more work. (N.T. 77, 124-125; Association Exhibit 5 pages 31, 44-45, 56, 250-251, 256-267, 296-297, Association Exhibit 16).

16. On December 2, 2021, Masankay, on behalf of the Association, filed an unfair practice charge (PERA-C-21-267-E) against the District alleging the District violated Section 1201(a)(1) and (5) of the Act by unilaterally assigning department chair work to managerial employees and therefore diverting exclusive bargaining-unit work. This charge was settled by the parties on June 8, 2022, and the Association withdrew the charge. Prior to the settlement of this charge, Masankay, on behalf of the Association, participated in a Board sponsored conciliation process with the District. LaRosa participated in this process as a representative for the District. As part of the settlement, the parties agreed that the District would not assign managerial employees to department chairs and, if no bargaining-unit member applied for a department chair position, the District could assign the duties to another department chair with the corresponding extra pay. (N.T. 57-61, 157-158; Association Exhibit 7).

17. In February or March of 2022, the District solicited applications for the department chair positions for the 2022-2023 school year. Masankay applied to be reappointed as the science department chair. Masankay expected that, following years of regular routine, the announcement of the 2022-2023 department chair and other extracurricular appointments (except for sports) would happen in April, 2022, after the regular School Board meeting. (N.T. 66-67).

18. On March 15, 2022, Masankay sent a letter to Barrett which states:

Dear Dr. Barrett:

I am writing to express my interest in the Science Department Chair Position for the 2022-2023 school year. I would be co-chairing this position with Christine McClure. I have served as the science department chair since 2005.

Thank you for your consideration.

Sincerely,

Maria L. Masankay

(N.T. 114-116; District Exhibit 2).

19. When Masankay sent the above letter to Barrett on March 15, 2022, she mistakenly added the sentence "I would be co-chairing this position with Christine McClure." Masankay realized her mistake at the time and called Barret's administrative assistant, Sue Romanski, and had the letter changed to remove the sentence indicating Masankay wanted to co-chair with McClure. McClure never applied or interviewed for the science department chair job. (N.T. 114-116, 125-126).

20. The District did not announce any department chair appointments in April. Other extracurricular appointments were announced. This was a change from the regular routine of announcing department chairs at this time. (N.T. 68-69; Association Exhibit 10).

21. On July 16, 2022, LaRosa sent an email to six teachers interviewing for a department chair position, including Masankay. The letter states in relevant part:

Subject: Department Chair Interview

Greetings,

I hope you are enjoying your summer. It seems to pass so quickly.

Next week, applicants interested in a Department Chair position for the 2022-2023 school year will interview with the administrative team. You received this email because multiple candidates applied for the desired department [chair position]. The interview will last approximately 30 minutes and allow for rich discussion about the candidate's proposals to serve as Department Chair for teachers in PreK through 12<sup>th</sup> grades. The role of the Department Chair is not administrative, as Chairs will work closely with the Administrative Team; however, candidates should feel comfortable facilitating meetings with teachers across the district. The interview format will be a conversation led by the applicant to address several key points. Topics should include, but not be limited to the following:

. . . .

- Effective communication with a variety of stakeholders is essential. The Department Chair will work with administrators to effectively communicate information to different stakeholders. As a Department Chair, how will you share the goals, tasks, data, and successes of the department (PreK - 12<sup>th</sup> Grades) with stakeholders? Specific examples are welcome.

. . . .

We look forward to speaking with you in the District Office on Tuesday, July 19<sup>th</sup> at 10 AM.

Thank you,  
Cindy

(N.T. 71, 164; Association Exhibit 11).

22. Masankay and Musewicz were applying for the science department chair, two teachers were applying for the special education department chair, and two teachers were applying for the math department. (N.T. 164, 180).

23. Prior to the summer of 2022, no teacher has ever had to interview for a department chair position. (N.T. 72).

24. On July 19, 2022, Masankay interviewed with LaRosa, Jennifer DeNike, Maria Miller, Paul Gregorski, Matthew Barr, and Jennifer Bradley. Miller is the principal of a District elementary school. DeNike is an instructional services specialist. Gregorski is the District's high school principal. Barr was at the time an assistant high school principal. Bradley is the District's middle school principal. Masankay thought that there were a lot of administrators present for one interview for a department chair position. The interview proceeded and one topic that came up was the job duty of making presentations to the School Board. LaRosa asked Masankay if Masankay was OK with making presentations to the School Board since that was an extra duty. Masankay said she would be fine with doing it. LaRosa further questioned Masankay by pointing out that making presentations to the school board was considered "more work when [Masankay] filed the ULP". Masankay responded that she was not in the interview as the Union President and that she was there applying for the job. (N.T. 73-78, 192).

25. The interviewers, excluding LaRosa, were provided rubrics to judge the interviewees by LaRosa. The categories in the rubric match the subjects mentioned in LaRosa's email to the candidates. (N.T. 203).

26. LaRosa testified that she made, by herself, the decision to remove herself from the process of rating the candidates because of her history with the Association over the past four years and her concern that if Masankay did not get the position, her actions would be deemed retaliation. (N.T. 190-192).

27. LaRosa testified that Masankay did well in the interview. LaRosa testified that the interviewees answered each question and were graded on how well they answered the questions, with one being the lowest and five being the highest score. Each of the five administrators filled out sheets showing their notes and scores for Masankay and Musewicz (1 to 5) in five different areas. LaRosa took the interview sheets at the end of the interviews and she tallied the scores. Totaling the scores from the administrators, Musewicz beat Masankay by a two-point margin: 97-95. LaRosa testified that, according to the scoring of the interviews, Musewicz outscored Masankay and was therefore offered the science department chair position. (N.T. 165-168, 181, 203-204; Association Exhibits 17, 18).

28. The fourth area of the score sheet addresses "effective communication with a variety of stakeholders." With respect to Masankay, DeNike wrote "Could do better w/ parent night, school board, open night, community." DeNike scored Masankay as 3 out of 5 in this area. With respect to Masankay in the fourth area, Miller wrote: "Could do open events better . . . presentation to school board. . ." Miller scored Masankay as 3 out of 5 in this area. (Association Exhibit 18).

29. On the published agenda for the August 10, 2022, School Board meeting agenda, Musewicz was listed as the only appointed science department chair. Based on this agenda, Masankay was not reappointed to the science department chair. (N.T. 80; Association 12).

30. Regarding the August 10, 2022, published agenda, LaRosa testified that when the posting went up, there was some concern in the Administration, and it was pulled back down. LaRosa testified that the concern was Musewicz's name was listed and that people in administration were not sure how Masankay would take that. LaRosa testified that there was concern there would be repercussions if she was not appointed because of the previous unfair practices and grievances. LaRosa testified that Musewicz name was listed because she outscored Masankay in the interview process. LaRosa was not one of the administrators concerned about not listing Masankay. LaRosa testified that after the scores had been tabulated, she handed the scoring sheet to the administrative assistant and Musewicz name was placed on the agenda because she had the highest score. LaRosa testified that she went on vacation soon after Musewicz's name was posted. When she came back from vacation she learned that Gregorski, one of the interviewers, was concerned Musewicz was listed. (N.T. 169-170, 182-185).

31. The official meeting minutes for the August 10, 2022, School Board meeting does not list any science chair as being appointed. The Board, however, did appoint the other department chairs at the August 10, 2022, School Board meeting. (N.T. 82-83; Union Exhibit 13).

32. The 2022-2023 school year began and, on or about August 23, 2022, Masankay was working in school and was called to Barrett's office. There she met LaRosa and Barrett. LaRosa and Barrett brought up the science department chair position. Barrett asked Masankay if she would be willing to co-chair the position with Musewicz. Masankay told them that she would not give an answer. Masankay did not feel comfortable because she was there alone with two administrators. Masankay did ask why Musewicz was listed on the August 10, 2022, School Board meeting agenda as being appointed as the science department chair. Barrett replied that it was a typo. Barrett said both Masankay and Musewicz brought different things to the table for the position. He again asked Masankay to co-chair the position. Masankay interpreted this request to mean that she would volunteer to co-chair with Musewicz and therefore receive half of the extracurricular stipend instead of a whole extracurricular stipend. Masankay asked Barrett if this was in fact the case and he confirmed. (N.T. 84-86, 89).

33. On August 31, 2022, Masankay again met with LaRosa and Barrett. Masankay brought Association Secretary Helen Tscheschlog with her as a union representative. Masankay asked Barrett to confirm that he is asking her to volunteer to co-chair the science department and receive a half-stipend. Barrett confirmed and said that he is following the settlement agreement to the grievance. Barrett then said that he was extending a professional courtesy to Masankay. Masankay then said she would not be a co-chair of the science department for only half of the stipend. (N.T. 86-87, 170-173).

34. At the September 7, 2022, School Board meeting, the School Board appointed Musewicz as the sole science department chair.

Musewicz had been co-chair of the science department with Masankay for the 2021-2022 school year. Musewicz took over as the sole science department chair in the middle of September, 2022. (N.T. 90-91, 100-101; Association Exhibit 15).

#### DISCUSSION

In its Charge, the Association asserts that the District violated Section 1201(a)(1) and (3) of the Act when it discriminated against Masankay by not appointing her as the science department chair in the summer of 2022.<sup>2</sup> The Association also alleges that these acts by the District are an independent violation of Section 1201(a)(1).

In a discrimination claim, the complainant has the burden of establishing that the affected employee engaged in protected activity, that the employer knew of that activity and that the employer took adverse employment action that was motivated by the employee's involvement in protected activity. St. Joseph's Hospital v. PLRB, 473 Pa. 101, 373 A.2d 1069 (1977). Motive creates the offense. PLRB v. Stairways, Inc., 425 A.2d 1172 (Pa. Cmwlth. 1981).

If the charging party presents a prima facie case, the charge is sustained unless the employer demonstrates that it would have taken the same action absent the protected activity. Pennsylvania Federation of Teachers v. Temple University, 23 PPER ¶ 23033 at 64 (Final Order, 1992).

Moving to this matter, the record is clear Masankay engaged in protected activity. She has been President since 2020. As President, she is the main person responsible for negotiations, grievances and unfair practices. She is also the main liaison between the District and the bargaining unit members on workplace issues. When she deals with the District on labor issues, she mainly deals with LaRosa and Barrett.

The record also shows that Masankay engaged in the following specific protected activities. On May 27, 2021, Masankay filed an unfair practice charge (PERA-C-21-84-E). Masankay and LaRosa met in person and engaged in back-and-forth emails on this issue starting in April, 2021. On May 24, 2021, Masankay, again met with LaRosa to discuss the department chair issue, the related unfair labor charge, and additional labor relations issues. On June 1, 2021, Masankay filed a grievance and participated in its settlement in early December, 2021. On November 1, 2021, Masankay participated in a hearing in PERA-C-21-84-E and appeared as a witness. On December 2, 2021, Masankay filed an unfair practice charge (PERA-C-21-267-E). This charge was settled by the parties on June 8, 2022, and Masankay participated in a Board sponsored conciliation process with the District.

Moving on, the record shows that the District was well aware that Masankay engaged in these protected activities. The record shows that

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<sup>2</sup> The Association did not prosecute its unfair bargaining charge under Section 1201(a)(5) at the hearing or in its Brief and it is therefore dismissed.



LaRosa, who is the Assistant Superintendent for the District, was directly and personally engaged with Masankay in labor relations issues with oversight from Barrett.

In its Brief at page 19-20, the District argues that LaRosa does not fit the legal definition of supervisor and, thus, knowledge of Masankay's activities cannot be imputed to the District. The District cites Bensalem Township, 19 PPER 19010 (Final Order, 1987) and Lancaster County, 24 PPER 24027 (Final Order, 1993). I find that the District's reliance on these cases to be misplaced. LaRosa is a high-ranking administration officer who handles labor relations issues on behalf of the District and was directly and personally involved in the interview process for the science department chair. She is the Assistant Superintendent and represents District management. The record shows that labor relations issues ran through LaRosa, she was aware of them, and directly participated in most of them. LaRosa was aware enough of her closeness to the Association that she self-consciously chose to not participate in the scoring of science department chair interviews in order to protect against claims of bias. Indeed, during Masankay's interview to be the science department chair, LaRosa alludes to Masankay's participation in protected activity. The record is sufficient to show that the District had knowledge that Masankay participated in protected activities.

The record is also clear that the District took adverse employment action that was motivated by the employe's involvement in protected activity. Animus does not need to be inferred in this case. The adverse action the District took in this matter is that, during Masankay's interview for the science department chair position in July, 2022, LaRosa asked Masankay if Masankay was OK with making presentations to the School Board since that was an extra duty. LaRosa further questioned Masankay by pointing out that making presentations to the school board was considered "more work when [Masankay] filed the ULP". Based on the record as a whole, I find that these statements by LaRosa were based on Masankay's history of engaging in protected activity and cast Masankay in a negative light in front of the other interviewers by implying that Masankay would not be motivated to perform the duties of the job due to positions she took as Union President. LaRosa was clearly referencing the unfair practice charge PERA-C-21-84-E where one of the issues litigated was the requirement that department chairs give presentations to the School Board.

Based on the record as a whole, I find that the interviewers scored Masankay's interview in the context of LaRosa presenting Masankay in a negative light due to Masankay's protected activity. The record shows that on her score sheet for Masankay, DeNike wrote "Could do better w/ parent night, school board, open night, community." With respect to Masankay, Miller wrote on his score sheet: "Could do open events better . . . presentation to school board. . ." Thus, the adverse employment action, scoring Masankay lower than Musewicz and therefore not appointing Masankay to the science department chair position, was motivated by Masankay's involvement in protected activity due to LaRosa's comments during the interview.

LaRosa's interjection of Masankay's participation in protected activities into an interview for an unrelated job and casting Masankay in a negative light due to her protected activities is unacceptable and an unfair practice. LaRosa tainted the entire interview process with her comments about Masankay's protected activities. The District's ultimate decision to appoint Musewicz over Masankay was necessarily motivated in part by Masankay's participation in protected activities because LaRosa highlighted Masankay's protected activities in the interview. Masankay's protected activities were inextricably embedded into the interviewers' scoring decisions. The Association has met its prima facie burden of showing unlawful discrimination.

If the union presents a prima facie case, the charge is sustained unless the employer demonstrates that it would have taken the same action absent the protected activity. Temple University, supra. Though the parties spent considerable time at the hearing and argued at length in their briefs about the reasons for the District's actions in this case, the ultimate reason Musewicz was appointed over Masankay came down to the scores of the interviewers due to how LaRosa created the interview process. The scores were what mattered. Since the scores were so close (97 to 95), the record in this matter cannot support a conclusion that the District still would have appointed Musewicz to the science chair position even if LaRosa had never made her comments about Masankay's protected activity in Masankay's interview. To put it plainly, the scores were so close that it is unclear what would have happened in the absence of LaRosa's comments. On this record, it is impossible to extricate the effect of LaRosa's comments on how the five interviewers scored the candidates. In this context, the District cannot show by a preponderance of the evidence that the interviewers still would have scored Musewicz over Masankay even if LaRosa never made her comments.

Should the Board disagree that the facts in this matter support a violation of Section 1201(a)(3), the District's actions in this matter would also be an independent violation of Section 1201(a)(1). In this case, considering the totality of the circumstances, the fact that LaRosa brought up Masankay's protected activities in a job interview would have the tendency to coerce a reasonable employee in performing the protected activities that Masankay performed since Masankay did not get the job. Any legitimate reasons LaRosa may have had for her comments in Masankay's interview are far outweighed by interference with employee rights.

With respect to a remedy, I will in part order the District to pay Masankay the full stipend she would have earned had she served as sole science department chair for the 2022-2023 school year. At this time, we are now in the 2023-2024 school year. Since the record is clear that the department chair positions are re-appointed each year, I will not order the District to keep appointing Masankay to the position after the 2022-2023 school year. That is, to be clear, the District does not have a continuing obligation under this Proposed Decision and Order to appoint Masankay to the science department chair position beyond the 2022-2023 school year, which has already ended.

### **CONCLUSIONS**

The Hearing Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds:

1. The District is a public employer within the meaning of Section 301(1) of PERA.
2. 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.
5. The District has not committed unfair practices in violation of Section 1201(a) (1) and (5) of PERA.

### **ORDER**

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

### **HEREBY ORDERS AND DIRECTS**

that the District shall:

1. Cease and desist from interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of the Act.
2. Cease and desist from discriminating in regard to hire or tenure of employment or any term and condition of employment to encourage or discourage membership in any employe organization.
3. Take the following affirmative action which the Hearing Examiner finds necessary to effectuate the policies of PERA:
  - (a) Immediately pay Masankay and make her whole for all lost wages and benefits she would have earned had she been appointed as the exclusive science department chair for the 2022-2023 school year;
  - (b) Immediately pay Masankay interest at the rate of six percent *per annum* on the outstanding backpay owed to her;
  - (c) 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;

(d) 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

(e) Serve a copy of the attached Affidavit of Compliance upon the Association.

**IT IS HEREBY FURTHER ORDERED AND DIRECTED**

that in the absence of any exceptions filed pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

**SIGNED, DATED AND MAILED** at Harrisburg, Pennsylvania, this twenty-third day of October, 2023.

**PENNSYLVANIA LABOR RELATIONS BOARD**

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

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

WESTERN WAYNE EDUCATION ASSOCIATION, :  
PSEA/NEA :  
v. : CASE NO. PERA-C-22-283-E  
WESTERN WAYNE SCHOOL DISTRICT :

AFFIDAVIT OF COMPLIANCE

Western Wayne School District hereby certifies that it has ceased and desisted from its violation 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; that it immediately paid Masankay and made her whole for all lost wages and benefits she would have earned had she been appointed as the exclusive science department chair for the 2022-2023 school year together with statutory interest of six percent *per annum*; that it has posted a copy of the Proposed Decision and Order as directed therein; and that it has served an executed copy of this affidavit on the Union at its principal place of business.

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Signature/Date

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Title

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

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Signature of Notary Public