

**Before the Dispute Resolution Neutral Pursuant to the
Prince William County Public Schools Collective Bargaining Resolution**

MARY “MAGGIE” HANSFORD,

Complaining Party

v.

ULP Charge No. 2025-01

**PRINCE WILLIAM COUNTY
SCHOOL BOARD**

And

**PRINCE WILLIAM COUNTY
PUBLIC SCHOOLS**

Employer/Respondent

**Issue: Alleged Discriminatory Failure to Hire and
Interference, Restraint, and Coercion of Employees’
Collective Bargaining Rights.**

BEFORE: Rosemary Pye, Esq., Dispute Resolution Neutral

Appearances:

For the Complaining Party:

Toby Latham, Esq.
Roya Vasseghi, Esq.
Vasseghi Law Group

**For Prince William County Board
And Prince William County Public Schools:**

Amy E. Smith, Esq.
Ramana Briggs, Esq.
Isler Dare, PC

DECISION AND ORDER

I. Background

This matter arises under the Prince William County Public Schools Collective Bargaining Resolution (the “CBR” or the “Resolution”). Mary “Maggie” Hansford (the Complaining Party, “Ms. Hansford”),¹ who was the president of the Prince William Education Association, Incorporated (“PWEA,” “the Union”) from August 2020 to July 2025, alleges unfair labor practices by the Prince William County Public Schools (“PWCPS”) and Prince William County Board (“PWCB”) (collectively called “PWCS,” “the Employer,” or “Respondent”) in the refusal to consider her for rehire in August 2025.²

On September 1, the Complaining Party filed a Verified Complaint and Unfair Labor Practice Charge (“Complaint”) against Respondent, and, on September 12, Respondent filed its Answer. Pursuant to the CBR, the parties selected the undersigned Dispute Resolution Neutral pursuant to decide this case.

The alleged unfair labor practices concern letters of August 7 and August 19, in which PWCS informed Ms. Hansford that the school system was declining to consider her two August applications for employment -- one on August 4 as a speech-language pathologist and a second on August 5 as a substitute teacher -- based on media reports that the PWEA had been put into trusteeship by the Virginia Education Association (“VEA”) based on conduct that took place during Ms. Hansford’s presidency of the PWEA.

The Complaining Party alleges that the refusal to consider Ms. Hansford for hire discouraged membership in a labor organization under Section 14.A.3. of the CBR and interfered with, restrained, or coerced employees in the exercise of their rights guaranteed under Section 14, A.1. of the CBR. The Employer denies that it violated the CBR and asserts as a defense that it acted based on the media reports that the PWEA had been put into trusteeship by the VEA based on an audit of the PWEA.

¹ Because the CBR, Section 14.C.1. uses the term “complaining party,” I have used it in this Decision and Order rather than the interchangeable term “charging party” used by the parties.

² All dates are 2025 unless otherwise noted.

Although there was evidence that Ms. Hansford’s speech-pathologist license was inactive as of the date of her application, the Employer in its Answer and testimony admits that that was **not** a factor in its decision to find her ineligible for employment. The Employer in its Answer and testimony acknowledges that she now has an active license and that the matter of the license could have been resolved in the application process.

The facts of the case are largely undisputed and admitted in the Answer to the Complaint. It is the law that is primarily at issue in this case.

Thus, in its Answer, PWCS admits:

1. The School Board and PWCS is the Employer, and Ms. Hansford is an employee under the CBR.³ The PWEA is a labor organization within the meaning of the CBR.⁴
2. Ms. Hansford was actively employed by PWCS as a speech-language pathologist from about September 2012 to about July 2020.⁵ In August 2020, Ms. Hansford was elected to serve as president of PWEA. While serving as president, she was on leave status from PWCS from August 2020 through July 2024.⁶
3. After the School Board adopted the CBR, Ms. Hansford led PWEA’s bargaining team.⁷ In January 2025, the parties reached agreement on “an historic wage agreement, with PWCS committing to a \$160 million wage increase over two years.”⁸
4. Before Ms. Hansford’s educational leave ended in 2024, PWCS notified her of openings for speech-language pathologists, but she chose not to return to active employment at that time. She was placed on the substitute teacher list in May 2024 and, although she did not meet the requirements to do a minimum amount of substitute-teacher work in six months, PWCS made an exception to its policy and allowed her to work as a substitute on February 28.⁹
5. On July 21, VEA placed PWEA in an emergency trusteeship, and the PWEA trustee suspended Ms. Hansford and the rest of PWEA’s Board from their leadership roles.¹⁰

³ Jt. Exh. 11, para. 1. Joint exhibits are designated Jt.Exh. ___. Complaining Party exhibits are designated C.P.Exh. ___. Respondent exhibits are designated R.Exh. ___. Transcript pages and lines are designated T.l. ___.

⁴ Id. at para. 8.

⁵ Id. at para. 6.

⁶ Id. at para. 34.

⁷ Id. at para. 24.

⁸ Id. at para. 31.

⁹ Id. at para. 35 and 36.

¹⁰ Id. at para. 38.

6. After the PWEA Board members were removed, on August 4, Ms. Hansford submitted an application for a PWCS posting for a vacant speech-language pathologist position¹¹ and, on August 5, a second application for a substitute teacher position.¹² The Employer admitted that she met the “minimum education, certification, and license requirements” for the speech-language posting, although it asserts she did not have an active license when she applied.¹³ The Employer also admitted that she met the minimum requirements for the substitute teacher position.¹⁴
7. PWCS denied employment only to Ms. Hansford and to one other member of the PWEA Board. Other PWEA Board members who were removed by the trusteeship remain employed with PWCS.¹⁵
8. The PWEA trustee contacted PWCS on August 15, explaining that neither Ms. Hansford’s status with PWEA nor her union activity should be considered in PWCS’s hiring decisions.¹⁶
9. PWCS did not contact Ms. Hansford to discuss the findings of the audit or any specific expenditures by PWEA.¹⁷

In its Answer to the Complaint, PWCS asserts the reasons Ms. Hansford was denied employment:

1. [PWCS] declined to hire [Ms. Hansford] because public media coverage of the Audit highlighted VEA’s findings that PWEA’s Board, under [Ms. Hansford’s] leadership, mismanaged funds and falsified records, and employing her could harm [PWCS’s] reputation with employees, whose dues may have been misspent, as well as with students, families, and the public.¹⁸
2. [PCWS] declined to hire [Ms. Hansford] for legitimate business reasons, including the need to protect its reputation with students, parents, staff, and the public, and due to concerns about entrusting [Ms. Hansford] with student records and other sensitive responsibilities, based on public reports indicating that PWEA’s Board, under [Ms. Hansford’s] leadership, falsified records.¹⁹

¹¹ Id. at para. 38

¹² Id. at para. 43.(PWCS Posting No. 00055985).

¹³ Id. at para. 42.

¹⁴ Id. at para. 45.

¹⁵ Id. at para. 51.

¹⁶ Id. at para. 53.

¹⁷ Id. at para. 59.

¹⁸ Id. at para. 46 and para. 51.

¹⁹ Id. Third Defense.

The hearing on the Complaint took place before the undersigned Dispute Resolution Neutral in Manassas on January 5, 2026. The Complaining Party presented Ms. Hansford and four other former PWEA Board members and current PWCS educators – Julie Kanter, Rebecca Marshall, Susan Mitchell, and James Utterback. The Respondent presented Dr. Donna Eagle, the PWCS Chief Human Resources Officer; Eric Paltell, Esq., partner at Isler Dare and the Chief Negotiator for PWCS; and Nicholas Gonzalez, PWCS Staffing Assistant, Talent Acquisition Department.

At the hearing, counsel for the PWCS confirmed that the decision was based on the media reports and that the apparent lack of an active license played no part in the decision not to hire Ms. Hansford:

Q (Dispute Resolution Neutral): I thought that in the answer and in your testimony, that you're not asserting you didn't hire her because she doesn't have a –

A (Atty. Smith): That is correct.

Q: -- up-to-date license?

A: That is correct.

Q: So, that's not an issue, really, right?

A: Correct.

Q: It's the media reports –

A: Indeed.

Q: -- that form the basis of it.²⁰

No representative of the Virginia Education Association was called by either party, was present at the hearing, or made any appearance in this proceeding. The VEA audit was not introduced into evidence by either party. The evidentiary hearing closed on January 5, 2026, subject to the receipt of briefs on February 12. The briefs were timely filed and the record closed.

²⁰ T.251, 1.8-252,1.1.

II. Relevant Contract and Resolution Provisions

A. Virginia Statute 40.1-57.2 Collective bargaining.

In 2020, the Virginia General Assembly passed a statute, Section 40.1-57.2, permitting counties to engage in collective bargaining with their employees provided that the county first pass an ordinance authorizing collective bargaining.

Section 40.1-57.2, Collective bargaining, of the Code of Virginia, states in relevant part that:

- A. No state, county, city, town, or like governmental officer, agent or governing body is vested with or possesses any authority to recognize any labor union or other employee association as a bargaining agent of any public officers or employees, or to collectively bargain or enter into any collective bargaining contract with such union or its agents with respect to any matter relating to them or their employment or service unless, in the case of a county, city, or town, such authority is provided for or permitted by a local ordinance or by a resolution. Any such ordinance or resolution shall provide for procedures for the certification and decertification of exclusive bargaining representatives, including reasonable public notice and opportunity for labor organizations to intervene in the process for designating an exclusive representative of a bargaining unit. As used in this section, “county, city, or town” includes any local school board, and “public officers or employees” includes employees of a local school board.
- B.
- C. For any governing body of a county, city, or town that has not adopted an ordinance or resolution providing for collective bargaining, such governing body shall, within 120 days of receiving certification from a majority of public employees in a unit considered by such employees to be appropriate for the purposes of collective bargaining, take a vote to adopt or not adopt an ordinance or resolution to provide for collective bargaining by such public employees and any other public employees deemed appropriate by the governing body.

B. Prince William County Collective Bargaining Resolution

In October 2022, the Prince William County School Board passed the Collective Bargaining Resolution (CBR).

Relevant Provisions of the Collective Bargaining Resolution are as follows:

Section 3, Employee Rights

- A. Employees shall have the right to organize, form, join, or assist Labor Organizations, to bargain collectively through an Exclusive Representative of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining over Terms and Conditions of Employment or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

Section 5, School Board Rights

- A. This Resolution shall not be deemed in any way to limit or diminish the authority of the School Board to fully manage and direct the operations and activities of the school division as authorized and permitted by law. The Board retains exclusive rights, which shall be considered prohibited subjects of bargaining, including the below-enumerated rights:
1. To hire ... all employees, to establish criteria for all such actions, and to make the ultimate decision as to which employees such actions will apply;
 2. To determine the job qualifications and descriptions for each School Board employee position
 -
 7. to establish, maintain, modify, and eliminate the qualifications of employees for hiring ...including but not limited to, the right to require background checks
 8. to establish, maintain, modify, and eliminate work rules, policies, procedures and standards of conduct; and

Section 7, Appointment of Dispute Resolution Neutral, states in relevant part that:

- A. Whenever a situation or dispute arises for which this Resolution authorizes the appointment of a neutral person, the parties to the dispute shall promptly select an experienced labor relations professional to administer the proceeding. This person shall be referred to as the Dispute Resolution Neutral.

Section 14, Unfair Labor Practices of the Collective Bargaining Resolution, states in relevant part that:

- A. School Board Unfair Labor Practices. It shall be an unfair labor practice for the School Board to engage in the following conduct:
 - 1. Interfere with, restrain, or coerce employees in the exercise of their rights guaranteed under this Resolution;²¹
 - 2.
 - 3. Discriminate in regard to hiring or tenure of employment or any term or condition of employment to encourage or discourage membership in any Labor Organization;

- B.

- C. Procedure
 - 1. In the event that a claim is made that an unfair labor practice has been committed by ...the School Board ..., the complaining party shall serve the other party with a verified complaint setting forth a detailed written statement of the alleged unfair labor practice no later than 30 days after the occurrence of the alleged unfair labor practice. The responding party shall have the right to serve a written answer to the complaint within 10 days after service of the complaint. The complaint and answer shall be served by email and regular mail.
 - 2. The parties shall submit the unfair labor practice to a Dispute Resolution Neutral selected in accordance with the requirements of Section 7 of this Resolution. The costs associated with the Neutral shall be shared equally by the parties.
 - 3. The Dispute Resolution Neutral shall have the following authority with respect to the investigation and adjudication of unfair labor practice charges and determination of remedies for unfair labor practices:
 - a. After reviewing the complaint and any answer thereto, the Dispute Resolution Neutral may issue an order dismissing the complaint or schedule an evidentiary hearing at a designated time and place within Prince William County.
 - b. If a hearing is ordered, the Dispute Resolution Neutral may issue subpoenas, administer oaths, and take testimony and evidence.

²¹ The CBR is based on the language of the National Labor Relations Act (NLRA). Sections 8(a)(1) and (3), as set forth in 29 U.S.C. Sections 158(a)(1) and (3) [the NLRA], provide in relevant part:

“(a)It shall be an unfair labor practice for an employer – “
“(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 157 of this title;”
....
“(3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization.”

4. The Dispute Resolution Neutral shall issue written findings and conclusions. If the Dispute Resolution Neutral finds that a party violated one or more of the provisions of this Section, they may issue an order directing the party to cease and desist engaging in the violation and may order such other reasonable affirmative relief as is necessary to remedy the violation. If the party filing an unfair labor practice charge is an employee, “affirmative relief” shall include the recovery from the non-prevailing party of reasonable attorney’s fees and costs incurred by the employee, including reimbursement of the employee’s share of the cost of Dispute Resolution Neutral’s fee.
5.
6. Any party aggrieved by a decision of a Dispute Resolution Neutral issued pursuant to Section C.4 may, within 21 days such decision is issued, appeal to the Prince William County Circuit Court to obtain judicial review pursuant to the Uniform Arbitration Act, Virginia Code, Sections 8.01-581.01 et seq.

Section 15, Conflicts; Governing Law, of the Collective Bargaining Resolution, states in relevant part that:

- A. In the event of a conflict between this Resolution and any state, local, or federal law or regulation, the state, local, or federal law or regulation shall prevail.
- B. The policies and procedures, administrative directives, and workplace practices of the School Board and its departments, agencies, offices, and divisions shall govern employee relations unless there is a direct conflict with a collective bargaining agreement approved by the School Board. When a direct conflict exists, the collective bargaining agreement shall govern.
- C. Any collective bargaining agreement approved by the School Board pursuant to this Resolution shall be governed and interpreted in accordance with the Constitution and laws of the Commonwealth of Virginia and this Resolution.
- D. In the event of a conflict between a collective bargaining agreement and this Resolution, this Resolution, as may be amended, shall govern.

III. Facts

The facts are undisputed unless otherwise noted.

A. Efforts to Obtain Recognition for the PWEA and Negotiation of a Collective Bargaining Agreement

After Virginia passed the statute in 2020 permitting collective bargaining if authorized by a resolution of the governing body, Ms. Hansford ran for the office of president of the PWEA, which is an affiliate of the Virginia Education Association (VEA) and of the National Education Association (NEA). She was elected in August 2020.

Thereafter, as president of the PWEA, Ms. Hansford approached the Prince William School Board, requesting that it exercise its authority under the new Virginia statute to pass a resolution authorizing collective bargaining by PWCS employees. Ms. Hansford met with the Chair of the School Board, who declined to pass a resolution and told her the PWEA would first have to present cards evidencing support for the PWEA.²² Consequently, Ms. Hansford testified that it then became necessary to take the alternative route under the Virginia Statute of obtaining signed cards from 30 percent of the employees in the appropriate bargaining unit requesting the PWEA to represent them.

Because there was no history of collective bargaining in Virginia until the new statute, Ms. Hansford testified that, under her leadership, the PWEA had to educate PWCS employees and the community on the potential benefits of collective bargaining and assure them that their signed cards would be confidential. She and the other union supporters were able to obtain signed cards from the requisite 30 percent of the approximately 11,000 licensed school professionals and staff in the proposed appropriate unit. As the president of the Union, Ms. Hansford presented the certification of the requisite cards to the School Board.

On behalf of the Union, Ms. Hansford then organized the employees to petition the School Board to pass an Ordinance that would set forth the rules governing obtaining certification as the exclusive bargaining representative and procedures for collective bargaining.

In October 2022, in accord with Virginia Statute Sec. 40.1-57.2, the PWCS School Board passed a resolution to allow collective bargaining (“the resolution,” “the CBR”).

Once the resolution was passed, the PWEA organized to win the vote to become the exclusive bargaining representative. Ms. Hansford testified about the union organizing campaign. Without any prior experience with an exclusive bargaining agent, the PWCS employees were unfamiliar with the concepts of an exclusive agent or of collective bargaining. Previously, they had only joined the union, which was then a professional association rather than an exclusive

²² T.128, ll.12-15.

bargaining representative, to obtain help if they needed it. Now the Union had to train the unit representatives to educate the employees in their workplaces:

They had no idea what a union was. And our thought process was we're navigating in a non-bargaining culture not just in our schools, but in our community as well. And so everything that we were doing is we were trying to humanize, humanize what a union is. We wanted you to wear your PWEA t-shirt to your neighbor's house, so when your neighbor hears about PWEA, they think Ms. Smith. They don't think Fox News teacher union. [W]e were trying to navigate a very difficult non-bargaining culture. And that took a lot of time, effort.²³

....

So, this was years of training and investing in ourselves. We knew there was a time to reap and a time to sow. [W]e were organizing the 34th largest school division in the nation. [T]hat comes at a cost. And we knew that we had a – we had the means to do it and we had a specific time. And if we did not act, then we didn't know when it could possibly ever happen again. So, we decided, as the leaders of PWEA, that we had the war chest, we had the ability to – to make this happen, and we were going to do it. We invested in ourselves. When our state affiliate didn't give us an attorney, we got our own attorney. When the state affiliate didn't get us staffing, we made ourselves organizers. We – we organized. And it was member-led. It was –looking back, we would always complain nobody's helping us, but how we did what we did made us the most organized local in the state.²⁴

The PWEA organizing drive led to a successful election, and the School Board recognized the Union as the “sole and exclusive bargaining representative for all Certified/Licensed Personnel and Education Support Professionals (ESP/Classified Employees) under contract or on leave.”²⁵

Collective bargaining began in April 2023. Ms. Hansford was the Union's Chief Negotiator. J. Eric Paltell, Esq., PWCS's outside labor counsel, served as Chief Negotiator for PWCS. There were three cycles of bargaining – the initial bargaining, the resumption of bargaining on additional proposals after the unfair labor practice (ULP) decision issued, and wage negotiations that ended in January 2025.

²³ T.134, l.18 – T.135, l.8.

²⁴ T.137, l.21-138, l.19.

²⁵ The collective-bargaining agreement signed by the parties on July 1, 2024, provides this recognition clause in Article 1, Section 1.1. Recognition.

On October 9, 2023, the PWEA filed that unfair labor practice (ULP) charge, alleging bargaining violations by PWCS. An Answer was filed by PWCS, and a hearing was held on December 14, 2023. On March 18, 2024, Dispute Resolution Neutral Keith D. Greenberg, Esq., issued a Decision finding no violation in bargaining over wages, and sustaining in part and dismissing in part further allegations of failure to bargain over certain proposals. No appeal was filed, and bargaining resumed.

The parties reached agreement, and, on July 1, 2024, a three-year collective-bargaining agreement was signed by Ms. Hansford on behalf of the PWEA and by Babur B. Lateef, Prince William County School Board Chairman-At-Large, on behalf of the PWCS. On January 17, bargaining on the wage increases was completed, and the final agreement was reached.

Both parties were very proud of the agreement. On January 17, they issued a joint press release entitled “PWCS and PWEA Reach Agreement on Unprecedented \$160 Million Wage Increase Proposal to Deliver on Strategic Commitments.” The wage increases were to take place over the first two years of the agreement. When questioned about the role of the Union, Ms. Hansford testified that she told employees that while PWCS may have wanted to be competitive, the employees had not achieved these wages prior to the participation of the Union. Ms. Hansford testified that having employees become involved in the bargaining to tell their stories to the PWCS negotiating team had been very effective in achieving the \$160 million wage increase.²⁶

Ms. Hansford led the union supporters and the public in efforts to have the Prince William County Council fund the agreement, and the Council did so.

B. Structure of the PWEA

PWEA is an affiliate of the VEA and of the NEA. It is also an independent union, which files its own annual taxes.²⁷ Ms. Hansford worked fulltime for the PWEA during her presidency. While the parties were bargaining, the PWEA had two other union members working fulltime for

²⁶ T.149, ll.13-21.

²⁷ T.124, ll.7-10.

the PWEA. In the PWEA strategic plan for 2025-2027, after the bargaining had concluded in January 2025, PWEA planned to eliminate one of the other two fulltime positions. Ms. Hansford testified that the VEA did not provide the staffing support to PWEA that it did to the other VEA locals, thus requiring the PWEA to provide its own staffing.

There are two governing bodies of the PWEA – the Board of Directors and the Representative Assembly. The Board of Directors is comprised of 15 elected members of the PWEA. In addition to the officers, the Board of Directors consists of representatives of the different geographical regions and of the grade levels.

The Representative Assembly is comprised of the elected officers, the elected members of the Board of Directors, and unit representatives apportioned from the approximately 100 worksites in the school system. There is a leader at every worksite, and there is one leader for every 10 members. The unit representatives are elected by their unit members, and they are responsible for keeping the unit members informed of the PWEA’s bargaining negotiations and other work and for handling concerns raised by the unit members or referring those concerns to the PWEA. The Representative Assembly was scheduled to meet quarterly and sometimes met more often. All PWEA members were invited to attend Board Meetings and Representative Assembly meetings and to participate in union affairs.

Ms. Hansford gave undisputed testimony that the Union did not receive much help from the VEA, when she assumed the presidency during Covid in 2020.²⁸ She testified that the VEA and the PWEA had “a very adversarial relationship from the beginning.”²⁹ According to her testimony, the usual leadership procedure for the locals affiliated with the VEA was for the president of the locals to first serve in the lower offices and become well known to the VEA leadership, but she “broke the system” when she defeated the incumbent vice president, who was favored by the VEA, and became the president without having held any lower office.³⁰

²⁸ T.125, ll.12 -18.

²⁹ T.126, ll.7 - 8.

³⁰ T.126, l.8 -- T. 127, l.12.

Ms. Hansford testified that she got no help from the VEA on training or recordkeeping.³¹ She testified that she had to turn to other presidents of the larger local affiliates of the VEA, leadership and staff of the National Education Association, affiliated education associations in other states, and other unions for advice on building the union and engaging in collective bargaining.³²

The PWEA decided that the lawyer assigned by the VEA to assist them in dealing with PCWS was not helping them and not communicating sufficiently with the PWEA.³³ Therefore, the PWEA hired its own lawyer.³⁴ Ms. Hansford testified that during negotiations she drafted the bargaining contract proposals for the Union, which was difficult because it was a first contract, requiring that it be written from scratch. She filed the earlier 2023 ULP bargaining charge and, by winning it in part, she secured bargaining on some additional proposals.

Ms. Hansford testified that the PWEA bargaining committee “tried to make [bargaining] as transparent as possible.”³⁵ They did not have bargaining experience, but they learned from other state affiliates and outside unions about strategies. They were unable to have open bargaining sessions with the Employer, but they included members in the union caucuses. They trained the unit representatives to organize members to come to events. Site representatives would hold 10-minute meetings after work to brief members about the progress of bargaining. The PWEA leadership would send twice weekly flyers to the members to inform them of developments.³⁶

One illustrative flyer from the PWEA Office to the Site Reps in May-June 2024, asks the Site Reps to use their 10-minute site meetings to encourage employees to attend three upcoming PWEA events:

1. A membership meeting after work at the 2 Silos Brewery in Manassas.

³¹ T.125, ll.12-15.

³² T.144, ll.3 - 115.

³³ T.132, ll.2 --22.

³⁴ T.133, l.1 – T. 134, l.2; T.198, l.21 – T.199, l.11.

³⁵ T.142, ll.10-12.

³⁶ T.138, l.21-T.139, l.17. C.P. Exh.7.

2. A bargaining session to show their solidarity with the bargaining team -- to show the Employer that they were not just bargaining with the negotiating team but “with the more than 11,000 employees.”
3. Two important Representative Assembly meetings, the first to present the proposed budget for 2024-2025, and then a week later to vote on the budget.

The flyer also listed the proposed dues schedule and told members, “Your voice matters!”³⁷

Once the agreement was reached, the Union conducted numerous training sessions to educate the members and their representatives about their rights and responsibilities under the agreement. There were four PWEA contract training sessions in the summer of 2024 and an additional one during a school vacation in February 2025, providing training for over 80 representatives.

In 2025, the PWEA, under the presidency of Ms. Hansford, won the VEA membership Recruitment Award for having the largest membership increase in the state. By the end of her presidency with the imposition of the trusteeship, PWEA had 4,200 members.³⁸ When Ms. Hansford assumed the PWEA presidency in 2020, only 9 percent of the membership were opening emails from PWEA. By the end of 2024, the open rate of emails was 90 percent within a few hours.³⁹ Under her leadership, the PWEA prided itself on its level of communication with the membership.

Ms. Hansford further explained the success of PWEA:

Member density, that was never a vocabulary word until we learned that through other unions. And we were the only local in all of Virginia that our reps were doing member density at their site level. ... We had 65 percent density of leaders throughout all of our sites. We built this from the ground up. And we were a threat. We were a threat internally because we did this without ...[the] VEA. And so what other locals were seeing is you can do this. You don't need to do a stress test that VEA says and see how many members you can get to wear stickers on Wednesday. You know, like, you are a leader. You are a member. You lead your union. And we were doing that. And we were

³⁷ C.P. Exh.7.

³⁸ T. 133, ll.16-18.

³⁹ T. 146.

successful – extremely successful. And what that says in a system that heavily leans on the majority of the dues dollars go[ing] up, the majority of the dues go to the state and national, what that means is that we weren't validating their staff. We weren't validating their system. We were doing it on our own. And we ... threatened the system – the very system. And that created a lot of internal power struggles.⁴⁰

C. The PWEA's Budgetary Process

With respect to budgetary matters, Ms. Hansford wrote and oversaw the implementation of two three-year strategic plans for the Union, covering 2022-2025, and 2025-2028. She was unable to implement the second plan, which included the elimination of one of the three paid staff, because the PWEA was put into trusteeship by the VEA before it could be carried out.

Annually, the PWEA Board proposed a budget consistent with the strategic plan. The budget was based on their membership and dues payments.⁴¹ In its budget estimate for the year, the PWEA Board estimated how many new members they expected for the year, which would give them the dues figure for the year. The Board would estimate the budget conservatively. The PWEA fiscal year ends at the end of August. For the fiscal year ending in August 2025, their membership growth was so much greater than estimated that the PWEA met its budgetary goal by April, about four months ahead of schedule.⁴²

The PWEA was the best local in the state for increasing membership, bringing in over 2.4 million dollars.⁴³ The PWEA was required to give 65 percent of the dues to the VEA, and another 15 percent go to the NEA.⁴⁴

The PWEA Board's draft budget is first brought to the Representative Assembly for review and discussion.⁴⁵ The Board then makes the changes voted on by the Representative Assembly, and then the budget is returned to the Representative Assembly for final approval.⁴⁶

⁴⁰ T.144, l.16 -- T. 145, l.20.

⁴¹ T.156, ll.18-19.

⁴² T.157, l.1-4.

⁴³ T.157, ll.4-5.

⁴⁴ T.157, ll.6-9.

⁴⁵ T.122, ll.6-20.

⁴⁶ Id.

The PWEA Board met monthly to receive monthly expenditure reports, providing the actual expenditures as compared to the budget.⁴⁷ The Board would then present the financial updates to the Representative Assembly on a quarterly basis to show how expenditures aligned with the annual budgetary goals.⁴⁸ The goal was to provide the Representative Assembly with oversight responsibility.⁴⁹

D. Ms. Hansford's Status with PWCS during Her Presidency

In June 2020, PWCS approved Ms. Hansford's request for educational leave while she was serving fulltime as president of the PWEA. She was reelected as president and continued her leave status until July 2024.

In April 2024, PWCS notified Ms. Hansford that her educational leave would end on June 30, 2024. That letter stated that under the applicable PWCS regulation on Leave Without Pay:⁵⁰

upon completion of service for the local or state educational association, PWCS shall make a good faith effort to return the employee to a position within PWCS for which [she is] qualified but cannot guarantee re-employment or re-employment in the position or location which [she] held at the time [she] left active employment.

The letter then stated it had openings for speech-language pathologists and asked if she intended to apply for active employment with PWCS for the 2024-2025 school year or otherwise PWCS would interpret a failure to apply as a voluntary resignation.⁵¹

Ms. Hansford did not apply for active employment for the 2024-2025 school year, and the end of her educational leave was processed as a voluntary resignation.⁵² During that school year, she continued as the PWEA president, completing the wage-agreement negotiations in January 2025.

⁴⁷ T.122, ll.2-22.

⁴⁸ T.123, l.1 -- T. 124, l.2; T.201, l.22 – T.202, l.14.

⁴⁹ T.123, ll. 12-T.124, l.2.

⁵⁰ 544-1.

⁵¹ Jt. Exh. 4.

⁵² Jt. Exh. 5.

E. Trusteeship

Ms. Hansford testified that at the VEA convention in the spring of 2025, the VEA Board of Directors changed the bylaws governing the process for putting a local into trusteeship. The new bylaws allowed the VEA to determine an emergency trusteeship without notice to the local and without providing any stated reason.⁵³ Immediately thereafter the VEA sent PWEA a letter advising them of their intent to conduct an audit.⁵⁴ The PWEA Board and the Representative Assembly agreed to give the VEA all the information the auditor requested.⁵⁵ The audit was paid for by the VEA, and the VEA dealt directly with the auditor.⁵⁶ Ms. Hansford testified:

Q (Atty Latham): Did the auditor find any discrepancies or differences between the documents that were submitted?

A (Ms. Hansford): Yeah. So we – you know, we found out through court that the trustee was contacted in May, well before we even agreed to an audit. It was already over. And so, going through everything, we complied with everything. We gave everything. We didn't push back. The auditor spoke to who paid her, VEA. So VEA got all the information prior to us. VEA drove what the auditor looked at. And then the auditor gave the audit to VEA. Didn't give it to PWEA. And then VEA moved – because they changed their own rules – to a trusteeship. And then after that emergency trusteeship, you know, the members, to include the board, we were given a copy of the audit. We had never seen the audit. It was just placed into emergency trusteeship.

Q (Atty Latham): Did you ever get to see the audit report?

A(Ms. Hansford: We saw it when it was provided to 30,000 VEA members across the whole state. Everybody had access to it when we had access.⁵⁷

On July 21, the VEA put PWEA in trusteeship, and appointed one trustee to oversee the local. At the time of the trusteeship, the VEA took all of PWEA's money, as is the procedure in trusteeships.⁵⁸ The VEA notified Ms. Hansford of the trusteeship in an email from the trustee.

⁵³ T.198, ll. 5.-20.

⁵⁴ T. 152, ll. 2–20.

⁵⁵ T.154, ll. 7-11.

⁵⁶ T.154, ll. 1-4.

⁵⁷ T.154, l.12 – T.155, l.13.

⁵⁸ T.181.

Ms. Hansford testified that the notification did not identify any misconduct that she engaged in directly.⁵⁹

On the evening of July 21, Patricia Hill, Assistant Director, Organizing & Affiliate Support, VEA, emailed Dr. Eagle and School Board Chair Lateef, stating in full:

This is to inform you that Prince William Education Association was placed in trusteeship by the Virginia Education Association today. With the appointment of Trustee Linda Cook, each PWEA board member has been removed as officers and can no longer represent PWEA in any matters.

Trustee Linda Cook is on this email; please feel free to reach out to her with anything related to the collective bargaining agreement.⁶⁰

After the trusteeship was imposed, the PWEA appealed, and the VEA Board held a hearing in August. According to the testimony of Ms. Hansford, the PWEA learned at that hearing from the testimony of VEA official Todd Park that the VEA had been “shopping for a trustee back in May of 2025.”⁶¹ According to Ms. Hansford’s testimony, that meant that the VEA planned to put the PWEA into trusteeship before the PWEA had even agreed to the audit.⁶² The VEA Board of Directors, which had originally imposed the trusteeship, re-affirmed its decision following the hearing.

As noted above, the VEA did not appear, or seek to appear, in this unfair labor practice hearing. No representative of the VEA testified in the hearing.

F. Ms. Hansford’s Application to Return to Work for PWCS as a Speech-Language Pathologist and as a Substitute Teacher.

After the July trusteeship, Ms. Hansford applied to a PWCS posting for a vacant speech-language pathologist position on August 4 and for a vacant substitute teacher position on August 5.

⁵⁹ T.182, ll. 4-7.

⁶⁰ Jt. Exh.12.

⁶¹ T.205.

⁶² T.178.

On August 7, Chief Human Resources Officer of PWCS, Donna L. Eagle, Ed.D., who had been delegated hiring authority by the Superintendent, sent Ms. Hansford a letter informing her that PWCS would “not be considering [her] application for employment with their school division.”⁶³ The letter explained the basis:

On August 1, 2025,⁶⁴ you submitted an application for employment with Prince William County Public Schools (PWCS). This letter serves to inform you that we will not be considering your application for employment with our school division.

On July 21, 2025, PWCS was notified by the Virginia Education Association (VEA) that an emergency, immediate trusteeship had been imposed on the Prince William Education Association (PWEA). We were further informed that you had been removed from your role as President and are no longer authorized to represent PWEA in any capacity. This action followed the findings of a recent audit of PWEA. According to publicly available information and media reports, the audit identified significant concerns related to the misuse of operational funds – funds contributed by our valued PWCS staff through membership dues.

All PWCS employees must serve as role models for the students in the school division. All school employees must recognize that as a condition of their employment in a public educational system, they must model legal, ethical, moral, respectful, and civil behaviors, both in and outside the workplace.

The summary of findings points to patterns of overspending and financial mismanagement that raise serious questions about the fiduciary responsibilities and integrity of the PWEA Board. These documented behaviors do not align to PWCS standards of professional conduct, nor do they align to PWCS core values including integrity.

It is our responsibility to safeguard the reputation of PWCS and maintain the trust of our employees. Accordingly, we will not be moving forward with your application. This decision reflects our commitment to transparency, stability, and accountability to our community as we continue to assess the implications of the audit.

No further action will be taken regarding your application for employment.⁶⁵

Dr. Eagle testified about her decision at the hearing in this case. She learned of Ms. Hansford’s applications the day she applied, and she informed her staff that Ms. Hansford was

⁶³ Jt. Exh.7.

⁶⁴ The applications were actually filed on August 4 and 5. The August 1 date is an error.

⁶⁵ Jt. Exh. 6.

ineligible for employment.⁶⁶ Dr. Eagle described it as a “forever” ban on re-employment.⁶⁷ She testified that her decision was based on the media reports, which she believed to be true.⁶⁸ When questioned if she had seen the audit, she testified, “No, I have not seen the full audit.”⁶⁹ She did see the VEA Executive Summary of the audit, which she found to be “congruent” with the media reports.⁷⁰ However, she testified that she could not “recall” when she received the Executive Summary, who gave it to her, or how she received it.⁷¹ When asked why she believed the news articles, she testified that she found all the news articles to be “congruent” and the articles reported having obtained the audit.⁷² She testified that she believed VEA’s version of the audit was “fact.”⁷³

Dr. Eagle was questioned about the potential impact of the media articles on PWCS’s reputation. She testified:

In the context of hiring, what reputational risk means is the risk associated with employing someone that could, as a result of their actions, could undermine the public trust, could hurt our credibility with our staff, with our school community, and can overall detract from the mission of the school division.⁷⁴

....

Well, certainly there was a lot of online chatter regarding the findings in the audit. And individuals actually even confuse, you know, PWEA with us as an organization. So, we were very clear to make sure people understood that this was a PWEA issue.⁷⁵

Dr. Eagle testified that she saw in the news articles that Ms. Hansford reported that the VEA was attacking the PWEA.⁷⁶ She testified that she did not investigate the assertion, “Ms. Hansford’s statement is an opinion. The rest of the article is based on the facts in an audit.”⁷⁷

⁶⁶ T.53, ll. 4-14.

⁶⁷ T.58, ll.20-22.

⁶⁸ T.61,1.20-T.62, 1.1.

⁶⁹ T. 61, ll.18-19.

⁷⁰ T.62, ll. 3-5.

⁷¹ T.64, ll. 5-12.

⁷² T.63, 1.14 – T.64,1.4.

⁷³ T.75.

⁷⁴ T.47, ll.16-22.

⁷⁵ T.46, ll. 7-15.

⁷⁶ T. 72, Jt.Exh.15, at 3.

⁷⁷ T.72, ll. 18-20.

On cross-examination, Dr. Eagle was directed to a statement in one of the articles, “I’m not saying the audit is a work of fiction. I was left with a lot of questions, one member said. It’s showing where money is spent, but it’s not clarifying the why.” Dr. Eagle answered that she did not ask about the “why,” explaining, “My decision was based on facts and objective criteria, not opinions.”⁷⁸

Dr. Eagle testified that Ms. Hansford had the professional qualifications to work as a speech-language pathologist. However, Dr. Eagle believed that based on the media reports that there were significant concerns about the use of membership dues, which would be of concern to Ms. Hansford’s fellow PWCS employees and employing her would pose a risk to the reputation of the school system.⁷⁹ Dr. Eagle testified that if Ms. Hansford were to be reinstated, “It would erode the trust that the public has in us, it would undermine our credibility, and it would be disruptive to the school division.”⁸⁰

Dr. Eagle testified that based on media reports, Ms. Hansford’s conduct did not align with PWCS Regulation 503-1, which governs standards of professional conduct for all employees.⁸¹ That regulation reads as follows:

All PWCS employees must serve as role models for the students of the school division. All school employees must recognize that as a condition of their employment in a world-class education system, they must model legal, ethical, moral, respectful, and civil behaviors both in and outside the workplace.

All employees shall demonstrate professional and ethical standards and personal integrity in all interactions in the workplace and the community. They also shall demonstrate a high level of professional performance consistent with their assigned duties, responsibilities, and continuous improvement. Employees shall work in a collegial and collaborative manner with peers, school personnel, and the community to promote and support student learning.

⁷⁸ T.75, l. 18-76, l. 6.

⁷⁹ T.47, ll. 8-13.

⁸⁰ T.56, ll. 3-6.

⁸¹ T.55, ll. 3-5. E.Exh.3.

Dr. Eagle asserted that Ms. Hansford would have been barred if she had engaged in such conduct as a member of the Junior League or the Rotary Club.⁸²

Dr. Eagle acknowledged that all the members of the PWEA Board had been removed from the Board as of the trusteeship.⁸³ Those former PWEA Board Members are current employees of PWCS. She explained that “[e]mployees have statutory protections regarding their employment. And in order to take action regarding their employment, we have to have just cause.”⁸⁴ In contrast, she testified, “[T]here is no such protections for applicants.”⁸⁵

When questioned about whether there had been other applicants who were not considered eligible for employment because of the reputational risk, Dr. Eagle recounted two situations. One was a football coach who was accused of inappropriate recruiting. There was very public media coverage. She believes there ultimately was no finding of misconduct, but he is considered ineligible for employment.⁸⁶ Another teacher applicant had failed to report a situation where a student had exposed himself to another student, and the teacher is considered ineligible for employment.⁸⁷ Dr. Eagle has a staffing supervisor screen applicants through Linked In and Google to see if the applicants pose a reputational risk to the school system.⁸⁸

When asked on cross examination if not having an active speech-language professional (SLP) license at the date of her application was relied upon as a reason to reject Ms. Hansford’s application, Dr. Eagle testified, “No.”⁸⁹ For clarity, she was asked the question again, and she repeated that it was not a basis for being denied consideration for employment.⁹⁰

Dr. Eagle testified that PWCS does not have any policies that “govern the actions of the Union,” and PWCS has no policies governing how the Union spends its funds.⁹¹

⁸² T. 55, ll. 6-10.

⁸³ T.57, ll. 7-12.

⁸⁴ T. 55, ll.11-18.

⁸⁵ T.55, ll. 21-22.

⁸⁶ T.48, ll. 7-17.

⁸⁷ T. 48, l.18- T.49, l.1.

⁸⁸ T.49, l.10 – T.50, l.5; R.Exh.3.

⁸⁹ T.59, ll.14-20.

⁹⁰ T.60, ll. 6-10.

⁹¹ T.80, ll. 15-18.

When questioned about whether she had been contacted by “other school divisions” or “anyone else in the public” about the trusteeship, Dr. Eagle testified, “Yes.”⁹² However, she did not identify how many contacts she had had, when they occurred, whether they were for or against PWEA, or what was said, except to say that some people confused the PWEA with PWCS, and she clarified that it was solely a union issue. She testified that she did not know how widely the articles had been disseminated.

G. Ms. Hansford’s Attorney’s Response to the Refusal to Consider Ms. Hansford for Reemployment

Ms. Hansford’s attorney, Toby Latham, responded in an August 13 letter to PWCS Division Counsel Wade T. Anderson.⁹³

In that letter, Attorney Latham represented that his firm had been hired to represent Ms. Hansford concerning the decision by PWCS not to consider her application for employment. He noted that Dr. Eagle’s letter stated as a “basis for not considering a former employee who obviously meets the qualifications of the position for which she applied was (i) her removal from her role as president of the Prince William Education Association (“PWEA”) and (ii) the School Division’s context-blind assessment of an ongoing, internal dispute between PWEA and the Virginia Education Association (“VEA”).” He goes on to state:

As you know, Section 3 of PWCS’s Collective Bargaining Resolution (the “Resolution”) states that employees have the right to engage in union activity. And Section 14 of the Resolution prohibits the School Board and its designated agents from interfering with, restraining, or coercing employees in the exercise of their right to engage in such activity. The Resolution also prohibits discrimination in regard to hiring to encourage or discourage membership in any labor organization.

The language of Sections 3 and 14 of the Resolution mirrors Sections 7 and 8(a) of the National Labor Relations Act (“NLRA”) and, as such, presumably carries the same policy goals and implications. Specifically, the Resolution should seek to insulate potential and current PWCS employees’ jobs from their organizational rights. *See Radio Officers’ Union of Commercial Telegraphers Union v. NLRB*, 347 U.S. 17, 40 (1954). To meet this goal, the Resolution should provide potential and current employees the right to be good

⁹² T.92, 1.18 – T.93, 1.2.

⁹³ Jt.Exh.7.

or even so-called “bad” members of their Union without employer interference or discrimination. *Id.* Yet, PWCS apparently has decided that its employment decisions will be based, in part, on an individual’s standing with a labor organization. That PWCS would decline to even consider hiring a qualified applicant, at a time when staffing shortages in our public schools have been widely reported, undoubtedly conveys to potential and current employees that they must be in the good graces of labor organizations or else their employment opportunities and other terms and conditions of employment are at risk.

After further discussing the law in his letter, Attorney Latham concludes with a request to engage in settlement negotiations.

H. Attorney Paltell’s Response on behalf of PWCS

On August 19, at the request of Division Counsel Wade Anderson, Attorney J. Eric Paltell, PWCS’s outside counsel and chief negotiator of the collective-bargaining agreement, responded to Attorney Latham’s letter:⁹⁴

I am writing in response to your August 13, 2025, letter concerning Maggie Hansford. In your letter, you appear to allege that PWCS violated its Collective Bargaining Resolution by choosing not to consider Ms. Hansford’s application for employment with the Division.

As you are aware, the Virginia Education Association (“VEA”) imposed an emergency trusteeship on PWEA following the findings of an outside auditor engaged by VEA and approved by the PWEA Board. According to publicly available information and multiple media reports, the audit identified significant concerns related to the misuse of operational funds. Media reports further alleged that, under Ms. Hansford’s leadership, PWEA’s case reserves decreased from \$1.4 million in February 2023 to less than \$600,000 in May 2025. Expenditures reportedly included \$213,000 for hotel rooms, \$119,000 for restaurant and bar bills, \$6,608 in “questionable personal travel,” \$23,000 for wine and liquor, \$118,000 for union “swag” and other merchandise and \$71,000 for purchases from Amazon.

Given that multiple PWCS personnel personally observed PWEA’s expenditures during collective bargaining on “swag” such as “Contract Action Team” jackets and PWEA-branded Stanley Cups, as well as multiple large orders of food from Panera Bread for members of the public who showed up to sit outside of collective bargaining sessions, these media reports were unsurprising. The finding of the audit, as reported widely in the media and on social media, coupled with personal observations of expenditures, indicate

⁹⁴ T.103, ll. 6-12.

a pattern of overspending and financial mismanagement that raises serious questions about Ms. Hansford's exercise of her fiduciary responsibilities as the President of PWEA.

In addition to reports of financial mismanagement, VEA's July 23rd letter to PWEA members explaining its decision to put the Association into trusteeship detailed other misconduct, including the falsification of meeting minutes to cover up the existence of Board-approved spending guidelines, the disregard of Board-approved financial policies, and the failure to maintain basic expense documentation. To quote the letter, "[members'] trust was betrayed. Your dues were mismanaged."

Like any school division, PWCS must ensure that it protects its reputation with students, families, staff, and the public. To do so, PWCS carefully screens job applicants and seeks to avoid hiring candidates who have reportedly engaged in conduct that may damage its reputation. Given that multiple media reports and a letter from the VEA indicate that, under Ms. Hansford's leadership, PWEA's Board misspent member dues, falsified records, violated Association policies, and jeopardized the future of PWEA, the Division rightly believes that hiring Ms. Hansford would harm its reputation and undermine confidence in its hiring decisions.

Moreover, the allegations of PWEA Board misconduct were widely disseminated in the PWCS community, and the funds allegedly mismanaged came from PWCS's own employees. As a result, the Division believes that asking the employees whose dues may have been misspent to work alongside Ms. Hansford is not in its best interests.

Your assertion that PWCS decided not to hire Ms. Hansford for engaging in union activities is completely belied by the fact that near the end of her educational leave in 2024, the Division notified Ms. Hansford that it had openings for speech pathologists. The Division requested that Ms. Hansford let PWCS know whether she intended to apply for a position so that PWCS could fulfill its obligation to make a good faith effort to return her to a position. The letter also stated that if she chose not to return to active employment, PWCS would consider her to have voluntarily resigned. Ms. Hansford elected not to return.

Despite this, in May 2024 – in the midst of ongoing and often contentious collective bargaining negotiations – the Division agreed to place Ms. Hansford on its substitute teacher list in order to facilitate her continued service as PWEA President. Although Ms. Hansford had not accepted any substitute teaching assignments for more than six months – thereby forfeiting her eligibility to serve as a substitute – the Division made a one-time exception and permitted her to fill a staff vacancy on February 28, 2025. She was informed that following this exception, she would be required to complete the necessary steps to reactivate her employment, which she ultimately did not do. Such conduct by the Division is wholly inconsistent with any discriminatory animus on the part of PWCS, and your filing of an unfair labor practice charge making any such allegations would be frivolous.

For the foregoing reasons, PWCS stands by its decision not to consider Ms. Hansford's application for employment, as communicated in Dr. Eagle's August 7, 2025, letter. In the event that you and Ms. Hansford choose to file an unfair labor practice charge or otherwise commence litigation against the Division, PWCS will vigorously defend such action.⁹⁵

Attorney Paltell testified at the hearing in this case. He testified that he has practiced law for 38½ years with a specialty in labor and employment law, and he spends between 50 and 70 percent of his time engaged in collective bargaining. In his long history of negotiating collective-bargaining agreements, he had not seen the union providing food to non-bargaining team members, as this union had to members of the public, including children, who came to support the union bargaining team.⁹⁶ He also saw that members of the bargaining team wore T-shirts with CAT [Contract Action Team] lettering, and that they had expensive Stanley cups with the union logo.⁹⁷ Consequently, he was "not surprised" to learn that there had been an audit and that it concluded that PWEA had misused operational funds.⁹⁸

Attorney Paltell testified that the allegations of misconduct in his letter came solely from media reports:

Q (Atty Latham): It's your understanding that these [the last paragraph on page 1 of Attorney Paltell's August 19 letter, stating, "Media reports further alleged], are allegations, correct, what you read in the media?

A (Atty Paltell): Yes. Everything – as I understood at the time I wrote the letter, everything was merely an allegation that was reportedly in a comprehensive auditor's report. And my knowledge of what was in that report was based upon media reports from the sources that we have as exhibits 13,14, 15, and 16.

Q: (Atty Latham): And the allegations in the media reports align with VEA's view of what's in the audit; is that correct?

A (Atty Paltell): I do not know what VEA's view of what is in the audit. I only know – at the time I wrote the letter, I should say, I only knew what was reported in the media.

Q (Atty Latham): Okay. And those are only allegations?

⁹⁵ Jt.Exh.8.

⁹⁶ T.99, ll. 4-8.

⁹⁷ T.99, l.9 --T.100,l.6.

⁹⁸ T.101,ll.9-20.

A (Atty Paltell): As I stated a few minutes ago, these, from what I know, were allegations.⁹⁹

Attorney Paltell testified, “I do not know if there’s been any formal adjudication by the VEA or any other body as to whether Ms. Hansford has engaged in any type of criminal or civil or other wrongdoing.”¹⁰⁰ He became aware that there was a hearing “several weeks after the trusteeship was imposed,” and that the VEA ultimately decided to continue the trusteeship.¹⁰¹ He does “not know if that decision was made based upon a factual determination that what was in the audit was true or not.”¹⁰²

Attorney Paltell further testified that he was not aware of any prohibition against using PWEA dues money to provide food to people who were not on the bargaining team.¹⁰³

I. Media Coverage and VEA’s Executive Summary of the Audit

1. Media Coverage in the Local Papers

The articles that Attorney Paltell testified he relied on and referenced in his August 19 letter to Attorney Latham are: (1) the July 22 article, “VEA Imposes “Emergency Trusteeship on Prince William Education Association” in the *Potomac Local News*;¹⁰⁴ (2) the July 22 article, ““Gross financial mismanagement’: Prince William teachers’ union placed into trusteeship” in *Inside Nova*;¹⁰⁵ and (3) the July 23 article, “Audit finds teachers’ union depleted savings, overspent on travel, credit cards,” in the *Prince William Times*.¹⁰⁶ There is a fourth article, dated August 7, which Attorney Paltell testified he did not see before writing his letter. That is the

⁹⁹ T.104, l.20 – T.105, l.14.

¹⁰⁰ T. 106, l.13–16.

¹⁰¹ T.106, ll. 1-7.

¹⁰² T.106, ll. 7-9.

¹⁰³ T.108, ll. 13-16.

¹⁰⁴ Jt. Exh. 13.

¹⁰⁵ Jt. Exh.14.

¹⁰⁶ Jt. Exh.15.

August 7 article, “\$118,000 on ‘swag.’ \$23,000 on booze: Prince William Education Association members discuss alarming audit” in *Inside Nova*.¹⁰⁷

Q(Atty Smith): And where did your knowledge of the allegations of misconduct in this letter come from?

A(Atty Paltell): My knowledge of the allegations of misconduct comes solely from the media reports that have been – I believe are included in here as Exhibits 13, 14, 15. I don’t think I had seen Exhibit 16 at the time, although I can’t recall for certain.”¹⁰⁸

The allegations in these four articles are those identified in Dr. Eagle’s and Attorney Paltell’s letters. In the article in the *Prince William Times*, Ms. Hansford refused to comment on the audit, explaining that “her attorney advised against it.”¹⁰⁹ The *Potomac Local News* article did reference that “internal conflict between [the PWEA and the VEA] had grown increasingly public.”¹¹⁰ It cited an email from Ms. Hansford to the PWEA membership in May 2024, in which “Hansford accused VEA of attempting to ‘control and defame’ the local union...”¹¹¹ That same article reports that the PWEA Attorney, Broderick Dunn, had asked the VEA, “If VEA contends that PWEA is engaged in corruption, financial malpractice, or other criminal behavior, state all facts which support that contention.”¹¹² According to the article, “VEA’s attorney responded that the organization would not release detailed complaints or investigation summaries, citing the ongoing nature of its review and legal privilege over internal documents.”¹¹³

In the August 7 article in *Inside Nova*, which Dr. Eagle testified to seeing but which Attorney Paltell did not recall, the focus is on asking PWEA members about their reaction to the audit. The article stated:

While the local union members said they didn’t feel the audit was inaccurate, they said it excluded key information that puts the spending listed in the audit into context.

¹⁰⁷ Jt. Exh.16.

¹⁰⁸ T.103, ll.13-21.

¹⁰⁹ Jt. Exh. 15 at 2.

¹¹⁰ Jt. Exh. 13., at 3.

¹¹¹ Jt. Exh. 13 at 4

¹¹² Jt.Exh. 13 at 3.

¹¹³ Jt. Exh. 13 at 3.

“I’m not saying that the audit is a work of fiction. I was left with a lot of questions,” one member said. “It’s showing where money is spent, but it’s not clarifying the why.”

For money spent on hotels, several members said spending on hotels was often for retreats, where union members and site reps received training. Those retreats involved up to 40 members at a time.

“The problem I have with this whole financial mismanagement is they’re like... this was spent on luxury hotels,” one member said, adding she giggled when she read “luxury” hotels was listed as an expense. “We’re talking Holiday Inn Express – we’re not talking like Ritz Carlton or something.”

As for spending on Amazon, one member said it was a big part of the local union’s recruitment strategy for two years.

“If a member got someone to join, they got a gift card. And then for a while, we gave people [a gift card] if they joined. It was an incentive,” she said. “In a non-union state, to get people to buy in and join and get invested, you’ve got to go big.”

The union has grown significantly over the last several years, up to around 4,000 members. Adding to the “exhaustion” of the union’s financial reserves, members said, was the amount of money the union had to spend on a lawyer throughout the collective bargaining process, which the union recently completed and resulted in Prince William’s first collective bargaining agreement.

“They just want you to focus on the alcohol and the restaurants and luxury hotels. And it’s damaging, and it’s so misleading,” one member said.¹¹⁴

2. The VEA Executive Summary of the Audit

Dr. Eagle and Attorney Paltell testified that they never saw the audit before the decision to decline Ms. Hansford’s application for employment. Ms. Hansford testified that she and the other board members did not see it until it was sent to every VEA member in the state after the trusteeship was imposed.

The actual audit itself was not introduced into the record by either party. The Union did introduce an “Executive Summary,” which is on VEA letterhead.¹¹⁵ The introduction stated:

¹¹⁴ Jt. Exh. 16. at 3-4.

¹¹⁵ C.P. Exh.1.

The Virginia Education Association (VEA) commissioned an independent audit of the Prince William Education Association (PWEA) that revealed serious financial and governance failures warranting immediate trusteeship. The audit, conducted by Calibre CPA Group, identified five critical issues that demonstrate financial malpractice, governance failures, and serious dereliction of union responsibilities.

The five issues identified were:

- Issue One: Material Modification of Board Meeting Minutes
- Issue Two: Exhaustion of PWEA Financial Reserves
- Issue Three: Exceeding Spending Authority Passed by Representative Assembly
- Issue Four: Payment for Unreasonable Travel Expenses
- Issue Five: Failure to Document Expenditures.

The VEA Executive Summary discussed each of these issues.

The concerns that PWEA had about the audit and the trusteeship are identified in Dr. Eagle's letter of August 7 and Attorney Paltell's letter of August 19 declining employment to Ms. Hansford and in the testimony of Dr. Eagle and Attorney Paltell in this hearing, as set forth above.

J. PWEA Responses to PWCS Reasons for Refusing Ms. Hansford Re-employment

1. Ms. Hansford's Employment

Except for her leave of absence to serve as the full-time president of the PWEA from August 2020-August 2025, Ms. Hansford had worked as a speech-language pathologist for PWCS since 2012 or eight years. She holds a Virginia license to work as a speech-language pathologist in Virginia in the health and education professions.¹¹⁶ She testified that she has kept her speech-language pathologist license active by paying her annual state and national licensing dues,¹¹⁷ and that she only had to log into the Prince William County School System to activate her license.¹¹⁸

After being denied consideration for employment, Ms. Hansford applied to school

¹¹⁶ T.116, ll. 8-14. C.P. Exh. 4.

¹¹⁷ T. 115, ll. 15-22.

¹¹⁸ T.183,1.17 – T.184, 1.5.

districts, hospitals, and contract agencies for a position as a speech-language pathologist. She received offers, including offers from the Manassas Park and Stafford school systems.¹¹⁹ She accepted a position at an adult rehabilitation facility.¹²⁰

2. Responses to Media Allegations and PWCS Reasons to Decline Employment

In her testimony at the hearing before me, Ms. Hansford and four other former PWEA Board members who were all removed in July 2025 by the trusteeship, but who had continued to work as educators for PWCS – Julie Kanter, Rebecca Marshall, Susan Mitchell, and James Utterback – testified about the media allegations. All four have been PWCS educators for between 24 and 30 years. On the PWEA Board Rebecca Marshall and Susan Mitchell were elementary school directors, Julie Kanter was the secretary on the Board, and James Utterback was the high school director and a member of the negotiating team with Ms. Hansford. Julie Kanter was the secretary from November 2022, Susan Mitchell was on the board from February 2023 and became the treasurer in June 2025, Rebecca Marshall was on the board from August 2023, and James Utterback had just been reelected to a three-year term before the trusteeship.

The letter from Attorney Paltell, reaffirming the PWCS’s decision not to re-employ Ms. Hansford, cites to i.) alleged overspending by the PWEA and ii.) financial mismanagement, including falsification of meeting minutes, the disregard of Board-approved financial policies, and the failure to maintain basic expense documentation.

PWCS responded to the allegations in the August 7 and 19 letters as follows:

i. Overspending

In her testimony at the hearing before me, Ms. Hansford responded as follows to PWCS’s allegations of overspending in Attorney Paltell’s August 19 letter declining her re-employment:

¹¹⁹ T. 117, ll.3-18.

¹²⁰ T. 117, ll. 12-14.

- On the decline in PWEA’s assets, Ms. Hansford testified that the PWEA was “investing in ourselves, and it costs a lot of money. ... We all knew that gaining power is not free.”¹²¹ VEA gets about 65 percent of the dues, and the NEA gets about 15 percent, leaving the remainder to the PWEA.¹²² Because they were in “constant bargaining,” the PWEA had three full-time PWEA officers the first two years.¹²³ Ms. Hansford made about \$130,000 a year, a salary that was based on her PWCS salary, pro-rated for year-round work.¹²⁴ Ms. Hansford recused herself when the PWEA Board approved her salary.
- Once bargaining was concluded in early 2025, the PWEA had budgeted to reduce the paid officers to two.¹²⁵ The VEA knew of the proposed reduction in full-time officers and other savings for the 2025-2026 year before the trusteeship.¹²⁶
- On the \$213,000 for hotel rooms, these were the costs of training retreats approved by the PWEA Board and Representative Assembly.¹²⁷ The PWEA trained close to 200 leaders on their rights and responsibilities under the new CBA.¹²⁸ There were four different retreats in the summer of 2024 and one in February. The retreats were in local hotels -- not in luxury hotels.¹²⁹
- On the \$119,000 for restaurant and bar bills, this cost was approved by the PWEA.¹³⁰ The \$23,000 for wine and liquor were approved by the PWEA.¹³¹ These costs were for member meetings at 2 Silos, a centrally located restaurant where they could rent a room for member meetings.¹³² The PWEA wanted to encourage members to stay for member meetings, and 50 percent of the members live outside Prince William County.¹³³ PWEA met at 2 Silos after each bargaining session to update members on the bargaining, spending about \$500 to \$800 a meeting.¹³⁴
- On the \$118,000 for union “swag” and other merchandise, this was approved by the PWEA.¹³⁵ The PWEA were trying to teach members what it meant to belong to a union in a non-union culture, so they did use a lot of “swag,” and their

¹²¹ T. 156, ll. 12-14.

¹²² T.157, ll. 5-9.

¹²³ T. 175, ll.5-12.

¹²⁴ T.187, ll. 1-4.

¹²⁵ T.175, ll. 21 – T.176, l.1.

¹²⁶ T.176, ll. 15-21.

¹²⁷ T.163, ll. 10-12.

¹²⁸ T. 159, ll. 5-11.

¹²⁹ 158, l.7.-159, l.22.

¹³⁰ T. 163, ll. 13- T. 164, l.5.

¹³¹ T. 164, ll. 6-8.

¹³² T. 163, l. 17 – T. 164, l.5.

¹³³ T.164, l.22 -- T. 165, l.4.

¹³⁴ T.189, ll. 7-13.

¹³⁵ T.165, ll. 9-21.

members “loved it.” Ms. Hansford testified that it was “their dues dollars going back to them.”¹³⁶

- On the \$71,000 for Amazon gift cards, this expenditure, which had been recommended by the VEA to motivate members, was approved by the PWEA.¹³⁷ The PWEA gave \$50 gift cards for becoming a member or for recruiting a member.
- On \$6,600 for “questionable personal travel,” Ms. Hansford credibly testified that she never used funds for personal travel.¹³⁸ She did stay over in Alexandria for two-day meetings with NEA staff, for meetings with the five or six other full-time presidents of Virginia VEA local affiliates, and for quarterly NEA “super week” meetings, which lasted into the weekend.¹³⁹ Ms. Hansford testified that her stays were all documented, but she was never asked about them by the auditor.¹⁴⁰
- Although she received per diem checks from VEA, Ms. Hansford did not cash them, which she found to be the easiest procedure to not benefit from the VEA funds.¹⁴¹

In addition to the expenses mentioned in the August 19 letter from Attorney Paltell, Ms. Hansford testified about two other issues mentioned in the media. On the \$872,000 charged to credit cards, Ms. Hansford testified that the PWEA paid its bills, including the lawyer fees, with its credit cards. On the cost of the NEA conference hotels, she had no control over the location. Coming from a large local, she was able to join the National Council of Urban Education Association (NCUEA), a specialized division of the NEA for larger locals, which held conferences leading up to the annual NEA conferences. The PWEA Board approved her request to stay at the NCUEA hotel for the NEA conference to avoid having to move to a different hotel for the conference that immediately followed. The \$213,000 in hotel expenses were approved by the PWEA Board.¹⁴²

¹³⁶ T.166, ll. 2-15.

¹³⁷ T. 166, l.16 – 167, l.10.

¹³⁸ T.167, ll. 16 – T.168, l.2.

¹³⁹ T.168, l.20 – T.169, l.16; T.191, ll.8 – T.192, l.3.

¹⁴⁰ T.168, l. 3 -- T. 169, l. 16.

¹⁴¹ T.187, ll. 14 – T.188, l.9.

¹⁴² T. 161, l. 20 – T.163, l. 12.

Former PWEA Board Member Rebecca Marshall testified that the PWEA Board approved the budget and then the Executive Committee brought any changes that needed to be made to the Board for approval.¹⁴³

Former PWEA Board Member Susan Mitchell testified that expenditures were approved by the Board and then voted on by the Representative Assembly.¹⁴⁴

Former PWEA Board Member James Utterback, a member of the bargaining team, described how bargaining unit members and other PWCS employees were invited to bargaining sessions and to information sessions after the bargaining at 2 Silos and Water's End – restaurants where the PWEA could rent a room large enough for a union meeting.¹⁴⁵ Mr. Utterback was involved in PWEA's spending decisions.¹⁴⁶ The budget was proposed by the Board based on current membership with line items for different sections of the budget and then taken to the Representative Assembly for approval.¹⁴⁷ When there were additional expenses, they were brought to the Board. For example, the Board approved a maximum of \$1,000 for Ms. Hansford to attend training in Louisville.¹⁴⁸ The office manager was responsible for reconciling expenditures.¹⁴⁹

ii. Alleged Financial Mismanagement

Ms. Hansford testified that the VEA did not have recommended policies and procedures for locals to follow.¹⁵⁰ It was anticipated that the VEA staff would be running the office and making the decisions; a local would not be member run.¹⁵¹ Therefore, the PWEA did not have a lot of policies and procedures, and they had to formulate them as they went along.¹⁵² At the hearing after the trusteeship was imposed, the auditor recommended more policies and

¹⁴³ T. 239, l. 12 – T. 240, l.7.

¹⁴⁴ T.209, l. 12 – T. 210, l. 3. T. 215, l.21-T 216, l.2.

¹⁴⁵ T.222, l.1—T.223, l.7.

¹⁴⁶ T. 223, ll.8-13.

¹⁴⁷ T.223, l. 14- T.224, l.10.

¹⁴⁸ T.224, l. 19 – T.225, l. 4.

¹⁴⁹ T.225, ll. 5-12.

¹⁵⁰ T.178, ll. 14-16.

¹⁵¹ T. 178, ll. 16-18.

¹⁵² T.178, ll. 19-22.

procedures as sound advice, but the local was already on the path to putting such policies and procedures in place.¹⁵³

Ms. Hansford was asked about a statement in the *Prince William Times* article of July 23, asserting that “the auditors found that the PWEA ‘systematically’ altered board of directors’ meeting minutes to remove financial policies and that officers exceeded spending limits.”¹⁵⁴ Ms. Hansford testified that she had reviewed the audit, and it did not reveal any fraudulent activity.¹⁵⁵ She testified that the auditor only referenced having received two conflicting minutes.¹⁵⁶ Ms. Hansford testified, in her hearing on the appeal of the trusteeship, that the auditor did not say anything about fraud, crime or misconduct.¹⁵⁷ She also testified that there was no recommendation by the auditor to remove the board.¹⁵⁸ Ms. Hansford testified that as president, she did not take the minutes of the Board meetings.¹⁵⁹ Ms. Hansford testified that she received notice from the trustee that the VEA had voted on the trusteeship, and that email did not identify any misconduct on her part.¹⁶⁰

Ms. Kanter was appointed as secretary of the PWEA Board in November 2022, and she served in that role until she was removed with the imposition of the trusteeship in July 2025.¹⁶¹ When Ms. Kanter was questioned at the hearing about the same assertion in the *Prince William Times* article about “‘systematically’ altering” minutes of the Board of Director meeting, she denied that there was such a system while she was secretary, which was the two years covered by the audit. Ms. Kanter was asked:

¹⁵³ T.179, l. 4 – T. 180, l. 10.

¹⁵⁴ Jt. Exh. 15 at 3.

¹⁵⁵ T. 155, ll. 14-22.

¹⁵⁶ T.155, ll. 16-19.

¹⁵⁷ T.180, l.22 – T. 181, l.8.

¹⁵⁸ T.180, ll. 10-12.

¹⁵⁹ T.124, ll. 3-5.

¹⁶⁰ T. 181, l.20 – T. 182, l.7.

¹⁶¹ T.232, ll. 10 – 22.

Q (Atty Latham): While you were serving as secretary, was there a system for altering board of director meeting minutes to remove financial policies?

A (Ms. Kanter): To remove them?

Q (Atty Latham): Yes.

A (Ms. Kanter): No.¹⁶²

Ms. Kanter testified that she took the minutes of the Board meetings and then circulated them to the Board members for corrections and approval.¹⁶³

Susan Mitchell, who served as the treasurer for a month before the trusteeship was imposed, denied that during her time on the Board that any minutes were altered to “remove financial policies and that officers exceeded spending limits,” although she could not really answer because she served for such a short time.¹⁶⁴ She testified that expenditures were approved by the PWEA Board, and then they went to the Representative Assembly to be “voted for it or turned it down.”¹⁶⁵ Ms. Mitchell testified that the PWEA voted on the costs spent for hotel rooms to train the unit representatives and for the restaurant and bar bills.¹⁶⁶ The costs of membership meetings at 2 Silos and at Water’s End, the expenditures on “swag,” and the Amazon gift cards were all approved by the PWEA.¹⁶⁷

3. VEA Board Reaffirmed Its Decision to Impose Trusteeship

The PWEA appealed to the VEA Board of Directors, which had voted to impose the trusteeship initially, to reconsider that decision. That appeal was denied, with the VEA Board of Directors voting to keep the trusteeship in place.

In questioning the basis for the trusteeship, Ms. Hansford testified that although the VEA claimed to have received PWEA member complaints, PWEA had more than 4,000 members but

¹⁶² T.233, ll. 10-15.

¹⁶³ T.233, l.21 – T.234, l.5.

¹⁶⁴ T.209, ll. 12-16.

¹⁶⁵ T. 209, l. 17 – T. 210, l. 3.

¹⁶⁶ T. 211, l. 13 – T. 212, l.3.

¹⁶⁷ T. 212, l. 3 – T.213, l.15.

the VEA never provided her with a single name of someone who had complained or of a single complaint.

Ms. Hansford testified about PWEA's financial condition when the trusteeship was imposed:

PWEA was never in debt. We paid every single bill every month. We had over a half million dollars in their contingency fund. We were fiscally sound. There was nothing wrong with PWEA financially.¹⁶⁸

4. Testimony of Other Prior PWEA Officers and Board of Director Members on Relationship with Colleagues and the Potential Effect of Ms. Hansford's Re-employment

As admitted in the Answer to the Complaint, only Ms. Hansford and one other Board member were denied employment.¹⁶⁹ There were 15 PWEA Board members removed. All of those who were working for PWCS were retained.

Removed Board Members Kanter, Marshall, Mitchell, and Utterback all testified that no one from PWCS ever asserted that their conduct on the PWEA Board did not "align with PWCS values."¹⁷⁰ They all testified that their coworkers all knew that they had been on the PWEA Board and had been removed, but that did not affect their relationship with their coworkers.¹⁷¹ Their names did not appear in the media,¹⁷² but Ms. Kanter testified that the PWEA members knew she was the secretary, and her role as secretary was referenced in the paper.¹⁷³

The former Board members testified about the response of the members to the trusteeship. Ms. Mitchell testified that she dropped her membership, because she did not receive emails from

¹⁶⁸ T.176, ll. 1-5.

¹⁶⁹ The other individual was not identified, and no argument has been made regarding this former PWEA Board member. It may be that that individual did not seek re-employment with PWCS after being removed based on the trusteeship, but there is no record evidence.

¹⁷⁰ T.226, l.22 – T.227, l.18.

¹⁷¹ T.226, ll.14 -21.

¹⁷² T.229, ll.11-14.

¹⁷³ T.235, ll. 11-21.

the trustee, and the trustee did not return her messages.¹⁷⁴ Mr. Utterback testified, “The entire board was removed with no reason, and the one trustee runs everything completely.”¹⁷⁵

The former Board members testified that they did not think hiring Ms. Hansford would erode the trust of other members. When asked if, as a current employee, she thought it would erode the trust of other employees to hire Ms. Hansford, Ms. Kanter testified, “No.”¹⁷⁶

Mr. Utterback testified that he wrote a letter of reference for Ms. Hansford on August 5, to have her re-employed as a speech pathologist.¹⁷⁷ When asked if rehiring Ms. Hansford would erode trust in PWCS, he testified:¹⁷⁸

Of course not. They would be happy to have her. ... She would do an excellent job. And she would throw 115% at anything she does. She’s determined. Working for the union or helping students do better, that’s what she’s going to do.

Ms. Marshall was questioned about whether hiring Ms. Hansford would erode the trust of other employees:

Q (Atty Latham): From your perspective as a current employee, would hiring Ms. Hansford erode the trust of other employees at PWCS?

A (Ms. Marshall): Oh, absolutely not. Quite the opposite, actually.

Q (Atty Latham): Why do you say that?

A (Ms. Marshall): Because after myself and Ms. Hansford and others were removed from the board, there was a significant drop in membership from my school alone. It also played out across the county. I’ve heard nothing but complaints about the new situation and the removal of Ms. Hansford.¹⁷⁹

¹⁷⁴ T.213, l.20 – T.214, l.3.

¹⁷⁵ T.226, ll. 2-4.

¹⁷⁶ T.234, l. 22 – T. 235, l.3.

¹⁷⁷ T.227, l. 19 – T. 228, l.5.

¹⁷⁸ T.228, ll. 8-17.

¹⁷⁹ T. 241, ll. 1-16.

Ms. Marshall was asked about her knowledge as a school counselor of whether students discussed PWEA union activity or mentioned Maggie Hansford and her involvement with the Union. She denied that any of her 353 students had mentioned either.¹⁸⁰

Ms. Hansford, Ms. Mitchell, and Mr. Utterback testified that since the trusteeship, the PWEA has lost over 1,000 members.¹⁸¹

IV. Positions of the Parties

A. Complaining Party Mary “Maggie” Hansford

The Complaining Party contends that PWCS violated CBR Section 14.A.1 by making statements to an applicant that conveyed that it did not hire an applicant based on her current standing with a union, on her role in the union’s decisions on how to spend union dues, and the employer’s expectations about the applicant’s performance as a union officer and the employer’s expectations of how the union should be managed.¹⁸²

Thus, the statements in the August 7 letter from Dr. Eagle and the August 19 letter from Attorney Paltell meet the test of whether “the employer engaged in conduct which, it may reasonably be said, tends to interfere with the free exercise of employee rights.”¹⁸³ The NLRB has long held it is a violation of Section 8(a)(1) to tell employees that they were not hired because of their union activities.¹⁸⁴ According to Complaining Party, these statements attributed her union activity as potentially harmful to [PWCS’s] reputation and the basis for not hiring her.¹⁸⁵

Complaining Party maintains that Respondent discriminated against Ms. Hansford by declining to consider her for re-employment based on her union activity and her standing with

¹⁸⁰ T. 241, l. 17 – T. 242, l. 3.

¹⁸¹ T.215, ll. 7-9, T. 225, l. 21.

¹⁸² Complaining Party Brief at iii.

¹⁸³ Complaining Party Brief at 26. (Citation omitted.)

¹⁸⁴ Complaining Party Brief at 27. (Citations omitted.)

¹⁸⁵ Complaining Party Brief at 28.

the VEA in violation of Section 14.A.3, under either the inherently destructive test of *NLRB v. Great Dane Trailers*, 388 U.S. 26 (1967), or the mixed motive test of *Wright Line*, 252 NLRB 1083 (1980), *enfd.*, 662 F. 2d 889 (1st. Cir. 1981), *cert. denied*, 455 U.S. 989, approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983).¹⁸⁶

Complaining Party notes that Section 3 of the CBR establishes rights for PWCS employees but does not specifically mention applicants. However, under *Phelps Dodge Corp. v. NLRB*, 313 U.S. 177, 185-86 (1941), the Supreme Court found that “the word ‘employee’ includes job applicants, for otherwise the NLRA prohibition of “‘discrimination in regard to hire’” would “serve no function.”¹⁸⁷ In any event, Respondent has not challenged Ms. Hansford’s employee status as an applicant.

The Complaining Party disagrees with the PWCS’s representation of the facts. Rather, Ms. Hansford was an “aggressive and effective bargaining representative,” who brought the county from a position where bargaining was not allowed to the passage of the CBR and then to a collective-bargaining agreement with an “historic \$160 million improvement in their wages, even after the first contract was executed.” The Complaining Party contends that the PWCS is using the public reports of this aggressive spending of union dues on operational funds as a reason not to hire Ms. Hansford, even though these decisions on spending were the collective decisions of the Board and Representative Assembly. Moreover, PWCS representatives who declined to hire Ms. Hansford had never seen the audit and did not investigate the media allegations, even though the media reported PWEA maintained that the audit did not acknowledge the context of the spending decisions. PWCS admitted in its Answer to the Complaint that the VEA notified PWCS that it should not decline to hire Ms. Hansford based on her activity as PWEA president. PWCS admitted in the Answer and in the testimony that it did not hire Ms. Hansford based on the media reports, and, therefore, it cannot now, belatedly assert that she is “forever” barred from hire based on a failure to submit a complete application.

¹⁸⁶ Complaining Party Brief at 24.

¹⁸⁷ Complaining Party Brief at 11, fn. 3.

Under *NLRB v. Great Dane Trailers, Inc.*, 388 U.S. 26 (1967), singling out Ms. Hansford from the other PWEA Board members is “inherently destructive” of employees’ important right to be able to serve as a union officer without fear that their employer is going to retaliate against them for their decisions while serving as an officer. Under the “inherently destructive” standard, for this not to be discriminatory conduct, the employer would have to establish not only that its conduct was “comparatively slight” with respect to its impact on union activity but also show that it was based on some “legitimate and substantial business justification” for the conduct. PWCS cannot show a business justification because it currently employs former PWEA Board members who served with Ms. Hansford in making decisions that the school division now characterizes as illegal, unethical, immoral, disrespectful, and uncivil.

The Complaining Party cites the U.S. Supreme Court decision in *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693 (1983), applying the *Great Dane* analysis of conduct “inherently destructive of employee interests,” which found that disciplining union officials more severely than rank-and-file members violated Section 8(a)(3) of the NLRA. There, the employer had punished union officials more severely than rank- and-file members who violated a no-strike clause of the CBA.¹⁸⁸ The Supreme Court upheld the NLRB’s finding that the harsher discipline was “inherently destructive of protected individual rights because the discrimination was based solely on union status.” *Id.* at 702-703. That disparity inhibits employees from holding office. *Id.* at 703.¹⁸⁹ The Complaining Party concludes, “The PWCS undoubtedly inhibited qualified employees from wanting to hold office by its unilateral imposition of harsher discipline on Ms. Hansford.”

Union animus under *Wright Line* may be established by direct evidence or inferred from the circumstances. Among the inferred circumstances are disparate application of purported neutral standards, shifting reasons for the employer’s decision, and failure to investigate alleged misconduct.¹⁹⁰ The Employer cannot rely on its failure to hire other applicants based on “reputational risk,” because those comparators were not engaged in protected union activity.¹⁹¹

¹⁸⁸ Complaining Party Brief at 13.

¹⁸⁹ Complaining Party Brief at 14.

¹⁹⁰ Complaining Party Brief at 19. (Citation omitted.)

¹⁹¹ Complaining Party Brief at 21.

PWCS's contention that the negative media coverage alone was a substantial justification for declining to hire her should be rejected because it failed to consider the VEA's assurance that that should not be a factor, the evidence that union members believed the allegations lacked context, and the retention of the other Board members.¹⁹² Further, the management rights Section 5 of the CBR does not permit discrimination based on protected class or protected conduct."¹⁹³

The Complaining Party maintains that PWCS has not applied an honest, good-faith belief that Ms. Hansford has engaged in misconduct under the test of *NLRB v. Burnup & Sims*, which applies to discharges or discipline for alleged misconduct in the course of protected activity. The assertion from the PWEA trustee to PWCS that it should not consider Ms. Hansford's standing with the Union in its hiring decision, "clearly conveyed that whatever VEA viewed as unacceptable conduct for its officers did not rise to the level of misconduct which should disqualify Ms. Hansford from employment."¹⁹⁴ However, PWCS relied only on the allegations in the media. Even at the hearing in this case, Dr. Eagle did not know how widely the media had disseminated its coverage. Her willingness to accept the media accounts as fact and not inquire from Ms. Hansford or the other employees is, according to the Complaining Party, evidence of bad faith.¹⁹⁵ Attorney Paltell acknowledged in his testimony at the media coverage reported only "allegations "and things that "may have" happened.¹⁹⁶ According to the Complaining Party, "Neither Dr. Eagle nor Mr. Paltell testified that they has seen the auditor's report."¹⁹⁷ There was no evidence that either Dr. Eagle or Mr. Paltell obtained any evidence about the trusteeship hearing or any final report.

As remedies, the Complaining Party requests that PWCS be ordered to cease and desist in engaging in not only the violations found, but in any like or related conduct. For affirmative relief, the Complaining Party requests that PWCS offer Ms. Hansford immediate and full reinstatement to the position denied her, or, if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority and other rights and privileges. PWCS

¹⁹² Complaining Party Brief at 16.

¹⁹³ Complaining Party Brief at 16, fn. 5.

¹⁹⁴ Complaining Party Brief at 25.

¹⁹⁵ Complaining Party Brief at 25.

¹⁹⁶ Complaining Party Brief at 26. Citing. Jt.Exh.8. Tr105.

¹⁹⁷ Complaining Party Brief at 26.

should also provide Ms. Hansford with make-whole relief with interest and the records to make the computation. PWCS should remove any reference to the unlawful failure to hire her in PWCS records. Attorney fees and costs should be awarded under CBR Section 14. Physical and electronic notice postings to employees should be required for 60 days. The circumstances of this case, where a high-ranking employer official is directly responsible for serious unfair labor practices, also warrants that the notice be read to employees.

B. Respondent Prince William County School Board and Prince William County Public Schools

PWCS contends that it did not violate Section 14.A.1, prohibiting interference, restraint, or coercion based on protected concerted activity or Section 14.A.3. It declined to rehire Ms. Hansford “because of the reputational implications associated with her prior leadership of PWEA and the widely disseminated reports of financial mismanagement during the Audit period.”¹⁹⁸

The NLRA recognizes that “[e]ven conduct that arises in a union context may lose protection where it becomes egregious or renders the individual unfit for employment.”¹⁹⁹ In this case, “the reported depletion of member funds, inappropriate discretionary expenditures, and the maintenance of inaccurate financial records clearly fall outside the scope of protected concerted activity.”²⁰⁰ Respondent was justifiably concerned that it would be disruptive for Ms. Hansford to be working with employees whose funds she had “allegedly mismanaged.”²⁰¹ Reinstating her “would be no different than reinstating a bank teller who was accused of stealing money from their customers.” Because it was this concern and not her protected activity that was the basis of PWCS’s decision, there is no violation of Section 14.A.3.

PWCS contends that it did not violate Section 14.A.3., prohibiting discrimination based on union or protected concerted activity under the NLRB’s *Wright Line*²⁰² burden-shifting test. PWCS asserts Ms. Hansford cannot meet the initial burden of proving that protected activity was

¹⁹⁸ Respondent Brief at 11.

¹⁹⁹ Id. (Citation omitted.)

²⁰⁰ Id.

²⁰¹ Id.

²⁰² *Wright Line*, above, 251 NLRB 1083 (1980).

a motivating factor in the decision, and even if that burden had been met, PWCS would have made the same decision absent any protected activity.

The Complaining Party cannot meet its initial burden under *Wright Line* to show that her protected conduct was a substantial or motivating factor in the decision not to hire her, because that requires a nexus between the anti-union animus and the decision. However, any claim that PWCS had animus towards Ms. Hansford's union activity is defeated by the fact that PWCS gave Ms. Hansford four years of educational leave to serve as the full-time union president, made an exception to their policy to allow her to work as a substitute teacher in February 2025 and enable her to continue as union president, and engaged in good-faith bargaining that led to a collective-bargaining agreement without any adverse action towards Ms. Hansford prior to the media reports of the audit and trusteeship.

Even if Complaining Party could meet its initial burden, Respondent had a legitimate, non-discriminatory reason for declining to re-hire her, and it would have made the same decision regardless of any alleged protected concerted activity. That reason was "the reputational risk created by the publicly released Audit findings and the resulting trusteeship. Complaining Party served as President of PWEA and bore fiduciary responsibility for the stewardship of employee membership dues."²⁰³ Based on the seriousness of the allegations and the breadth of the dissemination, reemploying Ms. Hansford would "undermine confidence in the Division's integrity and expose the Division to substantial reputational risk."²⁰⁴

Respondent's decision not to hire Ms. Hansford was consistent with its past practice of "declining to hire individuals whose publicly reported conduct poses reputational concerns."²⁰⁵ The other members of the PWEA Board who were employed by PWCS at the time of the audit and remain employed are not proper comparators because they were subject to the statutory protections of Virginia Code Sec. 22.1-307, which governs the grounds for dismissal of teachers.²⁰⁶

²⁰³ Resp. Brief at 14.

²⁰⁴ Resp. Brief at 14-15.

²⁰⁵ Resp. Brief at 15.

²⁰⁶ Resp. Brief at 14, fn. 2.

Alternatively, Complaining Party has failed to show that Respondent violated the burden-shifting test in *NLRB v. Burnup & Sims*, where an employer takes adverse action based on alleged misconduct that arises out of protected concerted activity. *Pepsi-Cola Co.*, 330 NLRB 474 (2000), sets forth the analytical framework under *Burnup & Sims*.

PCWS, citing *Toering Electric Co.*,²⁰⁷ contends that Ms. Hansford “has not established that she was a *bona fide* applicant with a genuine interest in employment at the time she applied.”²⁰⁸ Thus, Complaining Party became aware of the Audit findings in or around May 2025, yet she did not apply for fulltime employment with PWCS until August 2025; her speech-language license was inactive when she applied; and she failed to respond to PWCS’s message that she had to have an active license for her application to be processed. Similarly, she had previously failed to work sufficient hours to remain active in the substitute pool. Therefore, she is not entitled to relief under the CBR.

Respondent contends that in her testimony Ms. Hansford “made inconsistent and inaccurate statements that substantially undermine the reliability of her testimony as a whole.”²⁰⁹ Respondent asserts that Ms. Hansford “refused to introduce the Audit into evidence, even when asked to do so by the Neutral.” Respondent asserts that Ms. Hansford’s inability to recall basic information, such as her salary, undermines her credibility regarding PWEA’s expenditures and the approval of those expenditures by the PWEA Board.²¹⁰ Respondent maintains that Ms. Hansford’s denial that the VEA had previously investigated PWEA’s finances in 2024, was “directly contradicted” by a news article describing her email to members referencing such an investigation.²¹¹

Respondent asks that the undersigned Dispute Resolution Neutral draw an adverse inference against Complaining Party: “In light of Complaining Party’s extensive testimony regarding the Audit, coupled with her refusal to produce the Audit, Respondent requests that the

²⁰⁷ 351 NLRB 225, 233 (2007).

²⁰⁸ Resp. Brief at 16.

²⁰⁹ Resp. Brief at 17.

²¹⁰ Resp. Brief at 17.

²¹¹ Resp. Brief at 17-18. PWCS Exh.8.

Neutral draw an adverse inference against Complaining Party. See, e.g., *RCC Fabricators, Inc.*, 352 NLRB 701, 702 (2008)(affirming adverse inference drawn against employer after it repeatedly refused to produce a requested job description after acknowledging the job description’s existence).”²¹²

In sum, Respondent denies that it violated the CBR and asks that the Neutral deny the requested relief.

V. Discussion

The CBR’s unfair labor practice provisions track the unfair labor practices under Section 8 of the National Labor Relations Act (NLRA).²¹³ Because the Virginia Statute only issued in 2020 and the CBR only issued in 2022, there is no body of law under the CBR on the Section 14.8.1 and 14.8.3 violations alleged in this case. Therefore, as agreed by both parties, I will be guided by the NLRA, which is persuasive authority in this case.

The central allegation is the refusal to re-employ Ms. Hansford for either the speech-language pathologist or substitute teacher positions when she applied in August 2025. For the reasons discussed below, I find that this was an unfair labor practice that interfered with, restrained, and coerced employees in their rights under Section 14.8.1 of the CBR, and, in the alternative, that this discriminated in regard to hiring or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization under Section 14.8.3. of the CBR.²¹⁴

²¹² Resp. Brief at 17, fn. 2.

²¹³ See fn. 20, above.

²¹⁴ The refusal to re-employ was alleged as a violation of Sections 14.8.3 and 1 of the CBR. As I discuss below, this allegation is decided under the standard set forth in *Burnip & Sims, Inc.* 379 U.S. 21 (1964). In that case, the discharges were alleged as a violation of NLRA Sec. 8(a)(3), but the Supreme Court found “it unnecessary to reach the questions raised under Sec. 8(a)(3), for we are of the view that, in the context of this record, Sec. 8(a)(1) was plainly violated whatever the employer’s motive.” *Id.* at 22 (fn. omitted). In the case before me, I follow this same approach as the Supreme Court for the main analysis of the refusal to re-employ. I discuss the violation of Section 14.8.3 below, as an alternative holding.

I also find that by the statement of the reasons to deny Ms. Hansford re-employment in the letters of August 7 and 19, 2025, PWCS, interfered with, restrained, and coerced employees in their Section 14.8.1 of the CBR.

1. Preliminary matters

In its Brief to the undersigned Dispute Resolution Neutral, the Respondent raised three matters that I address first.

a. Whether Ms. Hansford was a “genuine” applicant for re-employment

The Respondent contends that Ms. Hansford was not a “genuine” applicant under *Toering Electric Company*, because she had not completed her application package.

Although not limited to “salting” cases, *Toering Electric* addressed one of a number of cases at that time when certain unions, mostly in the construction sector, employed a tactic called “salting” -- sending an employer multiple applications, including some from employees who were unaware that an application was submitted on their behalf, or sent applicants to apply for jobs with no genuine interest, to cause the employer to commit an unfair labor practice and incur litigation costs.

Here, Ms. Hansford has been employed as a speech-language pathologist since 2005, except for her four years as the PWEA president. She had an eight-year history of employment with the employer as a speech-language pathologist until she took a leave of absence to serve as president. When she re-applied to PWCS in August 2025, her Virginia Department of Health Professions License Lookup showed she had been initially licensed in 2004, and her current license did not expire until June 30, 2026. Ms. Hansford credibly testified that she merely had to log in to the PWCS computer to re-activate her license status. When she was denied employment with PWCS, she applied for other speech-language pathologist positions and took one of the offers.

Respondent contends that Ms. Hansford demonstrated a lack of genuine interest in employment by failing to return to PWCS despite its clear notification in 2024 of the end of her leave of absence and by failing to maintain her place on the substitute list in February 2025. However, Ms. Hansford did not conclude the bargaining for the wage increases until February 2025 and continued as a full time PWEA president until removed by the trusteeship on July 21, 2025. Thus, she applied two weeks after she received notice that she was no longer the PWEA president, which is a short time to prepare her job applications after five years as president. Although PWCS contends that she was aware of the audit in May 2025, it is undisputed that she did not see it until it was sent to the full VEA membership on July 21, 2025.

PWCS also faults Ms. Hansford for not responding to an email from HR Specialist Gonzales on August 5, asking her to complete the application process by submitting her license. However, Dr. Eagle testified that she became aware of Ms. Hansford's application immediately and informed the staff that Ms. Hansford was "forever" foreclosed from re-hire. Her letter informing Ms. Hansford of that decision was sent on August 7. There was no opportunity for Ms. Hansford to make the additional entry to document her active speech-language license. In any event, her application was futile, given Dr. Eagle's decision that she was barred from employment.

When questioned on cross if her license was active when she applied, Ms. Hansford testified, "Yeah, because when you become an employee, you can just log into that system."²¹⁵ At that point, I specifically asked counsel for Respondent for confirmation of its Answer to the Complaint that the only reason for refusing Ms. Hansford's application was the media reports and not the inactive license, and counsel confirmed that position, which Respondent maintained in its Answer and throughout the hearing.²¹⁶

The Respondent has failed to put at issue the "genuineness" of Ms. Hansford's interest in employment with PWCS. As the Board stated in *Toering*, "while we will no longer conclusively presume that an application is entitled to protection as a statutory employee, neither will we

²¹⁵ T.13, ll. 20-21.

²¹⁶ Dialogue above at p. 5. Answer at paragraph 42 and Third Defense.

presume, in the absence of contrary evidence, that an application for employment is anything other than what it purports to be.”²¹⁷ In “the absence of contrary evidence,” I find that Ms. Hansford met the two requirements of *Toering*, that there was an application for employment and the application reflected a genuine interest in becoming employed by the employer.

b. Credibility determinations

As noted earlier, there are no significant credibility issues in this case, because most of the factual allegations in the Complaint were admitted, and the testimonial evidence was uncontradicted. I find that Ms. Hansford was a very credible witness who testified in detail about the operation of the PWEA and the budget. She simply provided context that corrected some of the adverse allegations in the media. Her testimony was corroborated by four long-term, credible, knowledgeable PWCS educators and former PWEA Board members. Respondent relied entirely on the hearsay evidence of the media reports of the audit without any follow-up investigation. The credible, uncontested, and corroborated direct testimony at the unfair labor practice hearing in this case outweighs the hearsay evidence relied upon to refuse Ms. Hansford employment and to defend that decision in this hearing.

However, Respondent urges me to find Ms. Hansford to be incredible because she had trouble recalling her salary as PWEA president, she denied that there had been a previous VEA audit although the Respondent supplied a 2024 newspaper article quoting Ms. Hansford’s email to the membership about an audit, and because, Respondent contends, she refused to produce the audit when asked by the Dispute Resolution Neutral to do so. Respondent further asks that I draw an adverse inference against Ms. Hansford based on her alleged refusal to produce the audit.

i. Testimony about salary

On the question of Ms. Hansford’s difficulty in recalling her salary as PWEA president, she testified by noting it was a *pro rata* extension of her regular PWCS salary, accounting for the fact that as the PWEA president she worked 12 months a year and not under the school schedule

²¹⁷ *Toering* at 233.

of 10 months. She initially testified that she could not remember her salary because all her documents had been taken from her, but when pressed, she then testified that her salary was about \$130,000 a year.²¹⁸ I find that method at making the computation to be credible.

ii. Testimony about any prior audit

Next, Respondent contends that Ms. Hansford should be discredited because she denied that the VEA was looking into PWEA finances in 2024.²¹⁹ Respondent then produced an article from the *Potomac Local News* dated May 31, 2024, and updated August 13, 2024.²²⁰ Based on that article, counsel questioned Ms. Hansford about the assertion that the VEA under President James Fedderman wanted Ms. Hansford to produce documentation from meeting minutes, bank statements, bylaws, policies, and information on how the organization elects its officers by June 1, 2024.²²¹ Ms. Hansford testified, “[I] called Becky Pringle, the NEA president. She said she would take care of it. She said that she is going to tell James Fedderman to stand down, and that I have to go on to my family vacation, I have to enjoy myself, and that they are going to transition him out as president, and I am to ignore the email. And nothing else occurred.”²²² Carol Bauer then assumed the VEA presidency. Ms. Hansford was asked if the VEA continued looking into the PWEA finances after Ms. Bauer became president, and Ms. Hansford answered, “Not until they changed the bylaws [at the VEA conference prior to the audit at issue in this case].”²²³

Because there is no evidence throughout the record of any audit having been conducted before the May 2025 audit, I credit Ms. Hansford that the “threat” of an audit was called off by the president of the NEA, who intervened on her behalf. Therefore, her denial of its existence is credited.

²¹⁸ T.185, l.13 to 187, l.4.

²¹⁹ T. 192, ll. 15-19.

²²⁰ Resp. Exh. 7.

²²¹ T. 193, ll. 16-20.

²²² T. 194, l 16 -195, l.2.

²²³ T. 195, ll.10-12.

iii. Request for adverse inference

I decline to draw an adverse inference against the Complaining Party for deciding not to introduce the audit into evidence. Most importantly, I never asked Ms. Hansford or her attorney to produce the audit. When the issue came up with respect to another witness, Complaining Party Counsel withdrew his question, and no further action was taken. The issue arose only in the examination of Complaining Party witness PWEA Secretary Susan Mitchell – not Ms. Hansford -- when she was being questioned by counsel for Complaining Party on direct. Ms. Mitchell denied that PWEA Board minutes were altered with respect to financial policies, and she explained that PWEA expenditures were approved by the Representative Assembly.²²⁴ She then testified that she had read the audit. This colloquy followed:

Q (Atty. Latham): Did the audit say that Maggie Hansford falsified documents?

Atty. Smith: I'm going to object. The audit says what it says.

The Arbitrator: Yes. Do we have the audit?

Atty. Smith: You do or do not?

Atty. Latham: I do have the audit, but I'm not offering it as an exhibit.

The Arbitrator: I think we need it as an exhibit, not just your memory of what is or isn't in it.

Atty. Latham: I'm going to pass on that, then.

Atty. Smith: Are you withdrawing the question.

Atty. Latham: Yes, I'm withdrawing the question.

Neither counsel for Respondent nor I followed that colloquy with a request for the production of the audit, nor did counsel ask to draw an adverse inference at that time.

This exchange was the only time in the hearing that the production of the actual audit was sought, although not pursued. Again, it was Ms. Mitchell – not Ms. Hansford – who was asked for the audit, and the question was withdrawn, obviating the need for the audit. This factor alone defeats any reason to draw an adverse inference against Ms. Hansford.

²²⁴ T.209, l.12 to 210, l.3.

I note also, however, that an adverse inference may be drawn, as in the case cited by the Respondent, where the party has control of the information and refuses to supply it without a valid excuse. Here, there was testimony that the VEA had sent the audit to 30,000 VEA members. If Respondent did not receive a copy in that manner, it could have subpoenaed it or asked me to request it or subpoena it from Complaining Party, but it did not.

Further, to draw an adverse inference, the evidence must be relevant. However, Respondent's letters declining Ms. Hansford re-employment and the testimony of Dr. Eagle and Attorney Paltell never rely on a review of the contents of the audit, which both deny having seen, but on the "publicly available media reports of the audit and trusteeship" and on personal observation of the expenditures on food and "swag." Moreover, given the lack of full communication between the PWEA and the auditor, which I have credited, the reliability of the audit is undermined.

In his brief, Complaining Party's attorney asserted that no adverse inference should be drawn from the failure to produce the audit, because the VEA has been asserting privilege for the audit, and he did not want to expose Ms. Hansford to retaliation for violating a legal privilege.²²⁵ He cites the newspaper article reporting that the VEA had denied requests from the PWEA's prior lawyer for documentation with a claim of legal privilege.²²⁶ I decline to reach this argument because it was not raised at the hearing and was not fully briefed, and it is unnecessary to reach it now.

2. Applicable legal standard is U.S. Supreme Court's *Burnup & Sims* decision

This failure to re-employ case falls squarely under the U.S. Supreme Court analysis in *Burnup & Sims*, 379 U.S. 21 (1964), which provides that "Section 8(a)(1) is violated if an employee is discharged for misconduct arising out of a protected activity, despite the employer's good faith, when it is shown that the misconduct never occurred." 379 at 23.

²²⁵ Complaining Party Brief at 7, fn.2.

²²⁶ Jt. Exh. 14 at 4.

In *Burnup & Sims*, two employees were seeking to organize their coworkers to unionize the plant. A third employee told a manager that the two organizers, in soliciting his support for the union, had said that the union would use dynamite to retaliate if the organizing effort failed. The Board found that the organizers, in fact, had not made that threat and that the discharges were therefore unlawful, regardless of the employer's honest belief in the truth of the allegation. The Supreme Court upheld the Board.

Because a full explanation of the controlling Supreme Court standard is important in this case, I quote at length the U.S. Supreme Court's analysis of the appropriate standard for deciding cases of alleged misconduct in the course of protected activity:

We find it unnecessary to reach the questions raised under Section 8(a)(3), for we are of the view that, in the context of this record, **Section 8(a)(1) was plainly violated whatever the employer's motive**. [fn. omitted.] Section 7 grants employees, *inter alia*, "the right to self-organization, to form, join, or assist labor organizations." Defeat of those rights by employer action does not necessarily depend on the existence of an anti-union bias. Over and over again, the Board has ruled that Sec. 8(a)(1) is violated if an employee is discharged for misconduct arising out of a protected activity, despite the employer's good faith, when it is shown that the misconduct never occurred. [Citations omitted.] In sum, Sec. 8(a)(1) is violated if it is shown that the discharged employee was at the time engaged in a protected activity, that the employer knew it was such, that the basis of the discharge was an alleged act of misconduct in the course of that activity, and that the employee was not, in fact, guilty of that misconduct.

That rule seems to us to be in conformity with the policy behind Sec. 8(a)(1). Otherwise, the protected activity would lose some of its immunity, since the example of employees who are discharged on false charges would or might have a deterrent effect on other employees. Union activity often engenders strong emotions, and gives rise to active rumors. Protected activity acquires a precarious status if innocent employees can be discharged while engaging in it, even though the employer acts in good faith. It is the tendency of those discharges to weaken or destroy the Sec. 8(a)(1) right that is controlling. We are not in the realm of managerial prerogatives. Rather, we are concerned with the manner of soliciting union membership over which the Board has been entrusted surveillance. *See Garment Workers v. Labor Board*, 366 U.S. 731, 366 U.S. 738-739; *Labor Board v. Erie Resistor Corp.*, 373 U.S. 221, 373 U.S. 228-229. Had the alleged threats been wholly disassociated from Section 7 activities, quite different considerations might apply. 379 U.S. 21, 22-24. (Emphasis added.)

In *Pepsi-Cola Co.*, 333 NLRB 87, fn.1 (2001), the National Labor Relations Board set forth the two parts of the *Burnup & Sims* standard for determining whether the employee was

unlawfully suspended and discharged (or as in this case, denied re-employment) because of protected activity:

- (1) whether the Respondent had an honest belief that [the employee] engaged in the misconduct attributed to him; and
- (2) if so, whether the General Counsel carried his burden of showing that [the employee] did not engage in the misconduct

Before applying the *Burnup & Sims* test, however, I address the argument that the Board's *Wright Line*²²⁷ test should apply to this case. The distinction between discipline for alleged misconduct that *does not occur in the course of protected activity*, which is what the NLRB called mixed-motive because it covers protected and unprotected activity, and alleged misconduct that *does occur in the course of protected activity* was clearly explained in a decision of the Third Circuit, *MCPc Inc. v. NLRB*, 813 F. 3d 475, 20-22 (3d Cir. 2016):

Where an employer argues that it **discharged the employee for reasons unrelated to his protected activity**, such as tardiness or poor work performance, we rely on the so-called “mixed motive” or “dual motive” discharge test set forth by the Board in *Wright Line*.... (Citation omitted).

We take a different approach in those “special circumstances” where the employee is discharged for **allegedly engaging in misconduct during his protected activities**, *Id.*, providing employees heightened protection against meritless suspicions of misconduct allegedly committed in the course of those activities to prevent the activities from “acquir[ing] a precarious status,” *Burnup & Sims, Inc.*, 379 U.S. 23. Under this test, after the employer carries its burden of showing that it held an honest belief that the employee engaged in misconduct, the burden then shifts to the General Counsel to “affirmatively show that the misconduct did not in fact occur.” *Pepsi-Cola Co.*, 330 NLRB 474 (2000). *Id.* at 21-22. (Emphasis added.)

In the case before me, it is undisputed that the Ms. Hansford was refused re-employment based on alleged misconduct as the president of the PWEA. That could not be more clearly a *Burnup & Sims* case. As stated in the PWCS letters of August 7 and 19, PWCS specifically refused Ms. Hansford re-employment because the PWCS held her responsible as the president

²²⁷ *Wright Line*, 251 NLRB 1083(1980), *enfd.* 662 F.2d 889 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982), *approved in NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983).

for the decisions of the PWEA on the use of the PWEA's operating funds and for the VEA's placing of the PWEA in trusteeship – all of which is clearly grounded in protected union activity.

The reason to rely in the first instance on *Burnup & Sims* is that a Section 8(a)(1) violation, or here the counterpart CBR Section 14.A.1., does not require proof of discriminatory motive because of the **direct interference with protected union or concerted activity**. In contrast, Section 8(a)(3) or CBR Section 14.A.3. does require proof of discriminatory motive based on protected union activity to establish a violation.

3. Legal Standard for CBR Section 14.A.3.

Finding a violation under CBR Section 14.A.1. permits the finding of a remedy for the failure to re-employ Ms. Hansford as fully as under CBR Section 14.A.3. However, the parties have analyzed the refusal to re-employ Ms. Hansford under CBR Section 14.A.3; this case provides the opportunity to discuss important labor law concepts under the recently passed Virginia labor statute and the CBR; and the Supreme Court's *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693 (1983), decision is directly on point. Therefore, I find that Respondent's failure to re-employ Ms. Hansford is both an independent CBR Section 14.A.1 violation and, in the alternative, a violation of CBR 14.A.3.

In *Metropolitan Edison*, the employer disciplined all of the employees who refused to cross an unlawful picket line, but it imposed more severe suspensions on the union officials. The Supreme Court stated, "The narrow question presented is whether an employer unilaterally may define the actions a union official is required to take to enforce a no-strike clause and penalize him for his failure to comply." *Id.* at 460. The Supreme Court described the applicable Section 8(a)(3) analysis:

Some conduct is so 'inherently destructive of employee interests' that it carries with it a strong inference of impermissible motive. (Citations omitted.) In such a situation, even if an employer comes forward with a nondiscriminatory explanation for its actions, the Board "may nevertheless draw an inference of improper motive from the conduct itself and exercise its duty to strike the proper balance between the asserted business

justifications and the invasion of employee rights in light of the Act and its policy. *NLRB v. Great Dane Trailers*, 388 U.S. 26, 33-34.

In *Metropolitan Edison*, the Supreme Court deferred to Board law that had found that disciplining union officials more severely than other employees for participating in an unlawful work stoppage is “inherently destructive” of employee rights “because it discriminates solely on the basis of union status” and the employer’s contractual no-strike clause does not “counterbalance” discriminating against union officials for harsher treatment. Holding union office is a right protected by Section 7 and “there can be little doubt that an employer’s unilateral imposition of discipline on union officials inhibits qualified employees from holding union office.” 460 U.S. 703 (Citations omitted.)

Having found that the conduct “adversely affected protected employee interests,” the Court then noted that if the employer comes forward with a legitimate explanation for its conduct, the Board, under *Great Dane*, must strike the proper balance between the asserted business justification and the invasion of employee rights. *Great Dane*, above, at 388 U.S. 33-34. Although the Supreme Court acknowledged the importance of compliance with no-strike clauses, it found that the Board’s view that both labor and management should not be coerced in the performance of their official duties is consistent with the policies of the Act.

I find that, in this case, punishing Ms. Hansford more severely than the other members of the PWEA Board based solely on her position as president and her name in media reports, is “inherently destructive of her rights” as a union officer and will discourage employees from exercising their right to hold union office. Although PWCS has distinguished her from the other members of the Board because her name was in the media, the four PWEA Board members testified that their fellow employees knew their roles but neither these colleagues nor the school system ever questioned their integrity or compliance with PWCS regulations requiring integrity and professionalism. The PWEA had an extremely democratic structure, and the conduct of the PWEA Board and all the Board members were well known among school employees and the public. I note, too, that this is a particularly strong case of conduct “inherently destructive of employee interests,” because she was refused employment for **entirely internal union conduct**.

The PWEA Board is not subject to regulation by PWCS, and the PWEA dealt with the PWCS employees as a union.

Balanced against these extremely strong employee interests is a very weak “asserted business justification.” The Respondent proceeded on the basis of hearsay. While a reputation for integrity is essential to PWCS and is incorporated in a PWCS regulation, the media reports make clear this was an intra-union conflict. While Dr. Eagle cited the fact that the media reports seemed accurate because they were “congruent,” she admittedly discounted the contentions by union members that the allegations in the articles were misleading because they were taken out of context. Moreover, while Dr. Eagle addressed initial confusion by some members of the public between PWEA and PWCS, she corrected that misimpression. She testified to public interest in the story but did not detail the nature or scope of the comments.

Attorney Paltell acknowledged that these media reports were just “allegations” and that he had no information that there were any civil or criminal charges against Ms. Hansford for any of the PWEA conduct beyond the trusteeship. The VEA urged the PWCS not to consider Ms. Hansford’s union activity to deny her re-employment. The other PWEA Board members were retained with no question of their integrity or of a violation of the employer regulation, and there was no evidence of any conflict with their coworkers. This was clear disparate treatment.

Consequently, here, as in *Metropolitan Edison*, the Respondent unlawfully unilaterally decided that it could determine how Ms. Hansford should perform her duties as PWEA president in order for her to remain eligible for employment.

Therefore, alternatively, as in *Metropolitan Edison*, the employee interests outweigh the asserted business justification, and this refusal to re-employ Ms. Hansford violates CBR Section 14.A.3.

4. Preliminary Evidentiary Matters

Some important evidentiary matters should be highlighted as a preliminary matter.

- No representatives of the VEA testified at the hearing concerning what prompted the audit, what the VEA requested of the auditor, or even to authenticate a completed audit.
- The VEA audit was never introduced into the record.
- The deciding PWCS official and legal counsel testified at the hearing that they never saw the audit or even the VEA’s Executive Summary before declining Ms. Hansford’s application for re-employment. They saw only newspaper accounts about the audit before taking action against her.

PWCS relied solely on the newspaper articles describing the audit. Although Attorney Paltell testified that he found the media reports of overspending “unsurprising” given his personal observation of the PWEA’s provision of food for non-negotiating team members and the display of PWEA “swag,” that only provided support for PWCS’s decision. PWCS took no action at the time of the observations. Instead, it was the hearsay media reports of the audit and trusteeship that formed the basis for the failure to re-hire Ms. Hansford. The media reports are not evidence of misconduct. Indeed, they are at best hearsay accounts that cannot be **the sole** reason for an employer decision to deprive an employee of the right to engage in protected activity.

5. *Burnup & Sims* Analysis

a. Whether PWCS had an “honest belief” that Ms. Hansford engaged in the misconduct attributed to her

The first prong of the test is whether PWCS held an “honest belief that [Ms. Hansford] engaged in misconduct.” I find that it failed to meet this test for three reasons –

- 1) PWCS relied entirely on hearsay;
- 2) it failed to do **any** investigation even though it was on clear notice that the audit was held in the context of an intra-union conflict; and
- 3) it treated Ms. Hansford disparately from the comparators -- the other PWEA Board members who approved the budget and operations of the PWEA and were removed by

the trusteeship, but who continued to work as PWCS educators without adverse consequences or even an investigation by PWCS.

First, PWCS relied entirely on the three or four newspaper articles and the reference in those articles to the audit findings and the trusteeship. In short, PWCS relied entirely on hearsay allegations in its decision not to consider Ms. Hansford for hire. In her August 7 letter, Dr. Eagle explained the basis for the refusal to re-employ Ms. Hansford, “According to publicly available information and media reports, the audit identified significant concerns related to the misuse of operational funds – funds contributed by our valued PWCS staff through membership dues.”

Dr. Eagle testified that she relied **only** on the four newspaper articles. Although she testified that while she thought she had seen an executive summary of the audit, she did not recall **when** she saw it or the circumstances. Such testimony prevents me from finding that she had seen even the one purported VEA executive summary that is in the record, when she decided to deny employment to Ms. Hansford. I note further that even the purported executive summary is on VEA letterhead, was never authenticated as the work of an independent auditor, and it is itself hearsay. Thus, the purported executive summary is not reliable evidence of misconduct.

Attorney Paltell, who authored the August 19 letter, acknowledges that he relied **only** on the first three of the four articles and never saw the audit. He also acknowledges that the newspaper accounts were “allegations.” He testified that he never had any information that Ms. Hansford faced any legal or civil consequences for the alleged conduct. Although Attorney Paltell testified that he had never before seen a union negotiating team supply food to members of the public who came to support the negotiating team, that act alone is at worst a judgment call on the part of the PWEA. I cannot conclude that it can be the basis for an “honest belief” of misconduct, particularly in the circumstances in this case, where there was a first contract in a previously non-union culture, which the PWEA reasonably believed required extra efforts to encourage union membership and support.

The second factor undermining the claim by PWCS of a good-faith belief that Ms. Hansford should be disqualified from re-employment is that there was no effort by PWCS to

speak to Ms. Hansford or to any other PWEA Board members to investigate the allegations of misconduct. Such a failure to investigate has been found by the NLRB to undermine an employer's claim of a good-faith belief that the employee violated its policies. *Palm Garden of North Miami*, 327 NLRB 1175 (1999) at fn. 2, citing *Hussman Corp.*, 290 NLRB 1108 fn.2 (1988).("Failure by an employer to investigate an employee's claim that the employee complied with the employer's procedures, may belie, or at least undermine, the employer's claim of a good-faith belief that the employee violated those procedures.")

In this case, the need for an investigation was particularly clear. PWCS was on notice that the allegations and the audit arose in the context of intra-union conflict. The newspaper articles themselves highlight an intra-union dispute between the VEA and the PWEA. Ms. Hansford is quoted as not responding to the allegations on the advice of counsel. Although Dr. Eagle views the audit as "fact," it is undisputed that she never read it and she did not investigate the members' comments in the fourth, later newspaper article, which recounts some members questioning whether the auditor had the context to provide a fair conclusion. Audits are only as accurate as the information provided.

Indeed, PWCS admitted in the Answer to the Verified Complaint that "the PWEA trustee contacted [PWCS] on August 15, 2025, explaining that neither Ms. Hansford's status with PWEA nor her union activity should be considered in the school division's hiring decisions."²²⁸ Thus, despite the intra-union conflict between the VEA and PWEA, the VEA did not see any reason Ms. Hansford should be barred from re-employment. Presumably, had Ms. Hansford actually engaged in unethical or unprofessional conduct, the VEA would not have condoned it.

PWCS was also on clear notice that the allegations warranted an investigation because Ms. Hansford had worked for eight years as a speech-language pathologist in the PWCS school system without any problems of integrity or professionalism. The fact that she had never been found to have mismanaged records as a speech-language pathologist during her tenure explains PWCS's willingness to employ her prior to the media publicity.

²²⁸ Complaint, para. 53 and Answer, para. 53.

The third factor undermining a finding that PWCS has an “honest belief” that Ms. Hansford engaged in misconduct is the fact that Ms. Hansford was treated disparately from the other PWEA Board members and officers. PWCS continued to employ the approximately 13 other employees who were members of the PWEA Board and the other officers, including the treasurer and secretary positions, during the two years covered by the audit without any inquiries or action being taken against these employees for violating the PWCS “values or policies” or causing a problem with their fellow employees or the public.²²⁹

Dr. Eagle testified that Ms. Hansford could be treated differently from the other Board members who were not working fulltime for the PWEA and retained their employment with PWCS because they were prevented from being discharged because of the “just cause” provision in the collective-bargaining agreement. However, while Ms. Hansford, as an applicant, was not covered by the just-cause clause of the collective-bargaining agreement or Section 22.1-307 of the Code of Virginia, governing the grounds for dismissal of teachers, applicants do enjoy the same protection against discrimination or interference based on union or protected concerted activities as employees. *Phelps Dodge Corp. v. NLRB*, 313 U.S. (1941).

Moreover, the educators who were employed were covered by the “just cause” provision of the collective-bargaining agreement and by Section 22.1-307 of the Code of Virginia, which allows dismissal of teachers for, *inter alia*, “noncompliance with school laws and regulations ... “or other good and just cause.” They testified that PWCS never investigated them or suggested that they had violated PWCS Regulation 503-1, requiring them to be role models for the students. Because there was no hint of an investigation to determine if they had engaged in unethical or unprofessional conduct as Board members and officers of the PWEA, Ms. Hansford was treated disparately.

PWCS has cited as comparators two individuals who were denied consideration for employment because they were the subject of damaging media coverage, even though Dr. Eagle

²²⁹ There is no record information about the one other former PWEA Board member whom the PWCS deems ineligible for reemployment. That individual may not have sought reemployment or may have resigned or retired.

testified that she believed that one of these employees was ultimately exonerated. However, these individuals are not comparators because their alleged misconduct did not occur in the context of protected activity -- protected by the *Burnup & Sims* analysis. Their conduct was **solely alleged misconduct** with no issue of protected or union activity. As noted in the discussion of the U.S. Supreme Court's *Burnup & Sims* analysis, discharge and discipline **for alleged misconduct in the course of protected activity** is treated differently from discharge and discipline **for alleged misconduct unrelated to protected activity**. The former enjoys protection necessary to preserve the right to engage in activity protected by the NLRA and, here, by the CBR.

Not only was there no non-hearsay evidence relied upon by PWCS to refuse to re-employ Ms. Hansford when the decision was made, but there was no non-hearsay evidence presented in the hearing in this case. Attorney Paltell did present direct testimony about his observation and opinion about the PWEA spending on food and "swag," but that only made his view of the media reports "unsurprising" and had not led to any action against PWEA prior to the media reports. Therefore, I have discounted that evidence as a factor in the decision to decline re-employment to Ms. Hansford and am left with only the hearsay evidence from the media reports.

b. Assuming, for the sake of argument, that PWCS could show an "honest belief" in misconduct, does the evidence establish that the employee did not engage in the misconduct?

Assuming, for the sake of argument, however, that PWCS had an honest belief that Ms. Hansford had engaged in misconduct, I find that the evidence presented at the hearing did not establish that she engaged in misconduct.

The allegations by the VEA against the PWEA fall into two main categories: (i) that the PWEA overspent its assets and (ii) that there was financial mismanagement. Ms. Hansford was never personally specifically accused of any misconduct. PWCS held her accountable based solely on her presidency.

Ms. Hansford was a very credible witness, who testified at length about her role as the PWEA president, the lack of support she received from the VEA, and the efforts of the PWEA to be a democratically run and transparent union. I credit her testimony. Further, had she engaged in any serious financial mismanagement, it could be expected that she would be brought up on charges by the VEA or the NEA or referred for civil or criminal prosecution. None of that has happened. She remains a member of the union. She testified that she was not named in the audit as being responsible for any of the alleged mismanagement, and there was no testimony to the contrary. None of the media accounts or the VEA audit summary attributed the alleged misconduct to her. As noted, the VEA urged the PWCS not to deny her re-employment based on her union activity.

i. Alleged Overspending

The focus of PWCS's allegations of misconduct against Ms. Hansford was the spending by PWEA. This was very clearly a judgment call on the part of PWEA leadership and an internal union matter – not subject to second-guessing by PWCS. Ms. Hansford and the four PWEA Board members all testified that the budget was drafted by the Board, but then submitted to the Representative Assembly for discussion, revised by the Board based on the Representative Assembly votes, and then returned to the Representative Assembly for a final vote. That Representative Assembly included representatives from each of the 100 units (schools or other locations) within the bargaining unit. The Board was briefed on the budget on a monthly basis, and the Representative Assembly was informed at least on a quarterly basis. Members were encouraged to attend PWEA Board meetings and allowed to speak at those meetings.

Ms. Hansford, corroborated by the other Board member witnesses, testified that it was a major challenge to build a union in a community with no history of collective bargaining, obtain signed cards for an election, lobby the Board to pass a collective-bargaining resolution, win an election under that CBR, engage in three rounds of collective bargaining, pursue an unfair labor practice case to decision, obtain an “historic \$160 million wage increase,” and obtain the funding from Prince William County School Board to cover the wages and benefits under the new

collective-bargaining agreement. It is undisputed that these activities cost money, and the PWEA Board approved these budgets.

About eighty percent of the dues obtained by PWEA went to the VEA and the NEA – 65 percent to the VEA and 15 percent to the NEA. Because the PWEA did not have a good relationship with the VEA, Ms. Hansford testified that the PWEA did not receive the staffing support afforded other locals. Consequently, the PWEA had to spend money to employ its own lawyer and have three paid union officers, at least during collective-bargaining negotiations. Ms. Hansford had to attend conferences and meetings with the NEA, the VEA, and other unions and VEA affiliates to learn how to run the PWEA, to build the Union, and to engage in effective collective bargaining. The PWEA also trained a substantial number of unit representatives so that they could take responsibility for informing the membership and for encouraging member participation in the Union.

The efforts to recruit members and build support for the union negotiations cost money. To encourage people to attend these meetings, the PWEA provided food and, at the restaurants, food and liquor. To build community support and humanize the Union by letting employees and the community recognize union supporters, they provided union “swag,” such as T-shirts, jackets, and Stanley cups, to show community. They followed a recommendation of the VEA to provide \$50 Amazon gift cards to new members and to members who recruited other members to encourage membership. Clearly, the Board, the Representative Assembly, and all the members could see that there were substantial costs to building such support, and they showed their understanding and approval by voting for these budgets. The members could also see that much of the dues’ money was being spent on the members either directly in the form of food, drink, training, gift cards, and “swag,” or indirectly in the form of the staff to run the PWEA and the attorney to aid in the collective bargaining.

Ms. Hansford was highly successful as the PWEA president. In addition to achieving the “historic \$160 million wage increase” for the bargaining unit in January 2025, for the calendar year 2024, the PWEA won the largest percentage growth of any local in the state. In 2025, the

growth of dues-paying members enabled the Union to meet its \$900,000 budget in April, four months ahead of the end of the fiscal year. The PWEA was the largest VEA local in Virginia.

Ms. Hansford credibly testified that the PWEA was not in financial trouble, that it always paid its bills on time, and that it had about \$500,000 in a contingency fund at the date of the trusteeship. There is no record evidence to the contrary.

The spending on food and “swag” or items with the PWEA logo was well known to PWCS, but there was no objection to re-employing Ms. Hansford until the media reports of the trusteeship. Ms. Hansford was allowed to work as a substitute in February 2025, after the negotiations had ended, which had been the occasions when Attorney Paltell observed the provision of food for the public and “swag” for the negotiating team.

Ms. Hansford testified that, in the strategic plan for 2025-2027, the PWEA was reducing the number of paid union officers to two, now that the bargaining had concluded, and the VEA was aware of this plan for reduced spending. The VEA nevertheless went forward with imposing the trusteeship, even before sharing the results of the audit with the PWEA or getting its input.

Again, the VEA did not appear at the hearing, and, thus, no contrary, non-hearsay testimony was given.

ii. Alleged financial mismanagement

The media articles include an allegation of concealing financial mismanagement in the Board meeting minutes. Ms. Hansford and the PWEA Board secretary for the two years of the audit, Ms. Mitchell, denied that that happened. There is no non-hearsay evidence that it did happen, and Ms. Hansford is not identified as being responsible. She credibly testified that she did not take the minutes. The secretary credibly testified that she circulated the minutes to the full Board to make corrections and obtain approval. There was an office manager who was responsible for reconciling accounts.

Ms. Hansford credibly testified that the VEA did not provide policies or guidelines for the PWEA. There was a vague allegation in the media reports that the budget procedures were inadequate, but Ms. Hansford testified that the VEA had not provided guidance, and the PWEA had to develop procedures and policies of their own and were continuously improving those policies as they learned on the job.

The crucial problem for the audit is that it was handled by the VEA with its longtime auditor and without any direct dialogue between the auditor and the PWEA. Although the PWEA Board agreed to cooperate and gave information to the VEA, Ms. Hansford and the PWEA were not contacted to provide context or explanations. One problem that resulted was a report in the media that there was \$6,600 for “questionable personal travel.” Ms. Hansford credibly testified that she was never questioned about the auditor about this cost, but it was for hotel and meals when she went to Alexandria, Virginia, and spent the weekend getting advice or training from her VEA counterparts – other presidents of large VEA locals, the NEA, and the VEA about her official responsibilities.

While it is unnecessary to get into the details of the trusteeship and the appeal process, it is clear that the trusteeship was imposed prior to presenting the audit to the PWEA for comment. According to the undisputed testimony of Ms. Hansford, the VEA changed its bylaws at the spring 2025 VEA Board meeting to eliminate the need for notice to the local or the need to provide a reason for a trusteeship before imposing it. The appeal process was before the VEA Board, which had imposed the original trusteeship, and which was not an independent neutral or neutral board. The “emergency” trusteeship was imposed although the PWEA was not in arrears and had over \$500,000 in its contingency fund. Its budgetary practices were so conservative that it met its goal in income to cover its costs for the year in April 2025, four months before the end of the PWEA’s fiscal year in August. It had achieved the best record of membership growth of any VEA local for the calendar year 2024, six months before the trusteeship was imposed.

iii. Alleged difficulty of working with union members “whose dues had been misspent” and damage to the PWCS reputation for integrity.

Finally, PWCS asserts that it would be difficult for the PWCS employees to work with Ms. Hansford after the newspaper articles accused the PWEA of financial mismanagement and overspending and that the reputation of PWCS would be damaged by hiring Ms. Hansford despite these reports.

These concerns were clearly unfounded based on the experience and testimony of the four Board members who were removed from the Board at the time of the trusteeship along with Ms. Hansford. Although they had not been named in the newspaper articles, the four educators credibly testified that their coworkers knew that they had been on the PWEA Board, that they had been removed, and that the PWEA had been put into trusteeship, and yet they had no problem working with their colleagues and they had never been accused by the PWCS of engaging in conduct contrary to PWCS’s ethical and professional standards. The PWEA secretary testified that her role was mentioned in the newspaper, but she received no objections from her coworkers or the school system about her continued employment.

Although not known to PWCS at the time it refused to re-employ Ms. Hansford, the PWEA lost more than 1000 members after the trusteeship. It is obvious that the members were dissatisfied with the trusteeship, preferred the ousted PWEA Board, and had “voted with their feet.” The four former PWEA Board members all testified that they and their colleagues would support the re-employment of Ms. Hansford. Given the objective evidence of her success in growing the membership numbers and achieving the “historic” collective-bargaining gains, it is to be expected that the PWEA employees and the community would not object to her being re-employed. In fact, two other local school systems offered her a speech-language pathologist position despite the media reports. She is presently employed as a speech-language pathologist in a rehabilitation hospital. She encountered no objections to her integrity or professionalism in her applications to other employers, as revealed by the job offers she received.

Thus, I find that Respondent has failed to prove a good-faith belief that Ms. Hansford engaged in misconduct to disqualify her from employment with Respondent, and that Complaining Party has established that no misconduct occurred.

6. Alleged Violation of CBR Section 14.A.1. by Statements in Letters of August 7 and 19

Having found that Respondent, by the August 7 letter from Dr. Eagle and the August 19 letter from Attorney Paltell, violated Section 14.3.1 and Section 14.3.3 by declining to re-employ Ms. Hansford based on her conduct as president of PWEA, it follows that the statements of that decision in those letters themselves also violate CBR Section 14.3.1.

Section 14.A.1 of the CBR reads, “It shall be an unfair labor practice for the School Board to engage in the following conduct: Interfere with, retrain, or coerce employees in the exercise of their rights guaranteed under this resolution.” The counterpart Section 8(a)(1) is described in *American Freightways Co.*, 124 NLRB 146, 147:

It is well settled that the test of interference, restraint, and coercion under Section 8(a)(1) of the Act does not turn on the employer’s motive or whether the coercion succeeded or failed. The test is whether the employer engaged in conduct which, it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act. (Citation omitted.)

Applying this analysis, telling employees that they are being discriminated against because of their union activity is a violation of Section 8(a)(1) or, here, Section 14.A.1.

In a case analogous to this, *Owens Corning Fiberglas Co.*, 236 NLRB 479, 480 (1978), the Board held that a supervisor’s statement to a discriminatee, stating the discriminatory reason for the discharge

was coercive and independently violated Section 8(a)(1). There, the Board held that “[b]y telling [the discriminatee] that he was being treated differently from other employees, and that a different standard of conduct was expected of him, solely because of his position in the Union, Respondent was, in effect, penalizing and

threatening to penalize [the discriminatee] for being an active unionist. Such conduct is clearly unlawful, for it tends to discourage employees from being active in the Union.” (Citation omitted.)

PWCS has maintained that it was not Ms. Hansford’s union activity but the media reports of patterns of overspending and financial mismanagement by PWEA, based on a recent audit by the VEA and the trusteeship and removal of all the PWEA Board members, that was the basis of its declining her application for re-employment. In finding violations of Section 14.A.1. and 14.A.3. by Respondent’s letters of August 7 and 19 declining to re-employ her, I found that Respondent’s reasons do not establish a good-faith belief in misconduct and have not been proven to be misconduct. There is no need to repeat the analysis. But those statements, which in essence tell Ms. Hansford that she is being declined re-employment because of her conduct as the PWEA president, independently violate Section 14.A.1. *See Owens Corning Fiberglas Co.*, 236 NLRB at 480.

VI. Conclusions of Law²³⁰

1. Prince William School Board and Prince William County Public Schools (collectively Respondent) is an Employer; the Prince William Education Association is a Labor Organization; and Mary “Maggie” Hansford is an employee under Sections 2 and 14 of the CBR.
2. Respondent interfered with, restrained or coerced employees in the exercise of their rights guaranteed under the CBR by declining to re-employ Mary “Maggie” Hansford on August 7 and August 19, 2025.
3. Respondent discriminated in regard to hiring or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor

²³⁰ I have followed the NLRB’s recent model for the remedy section and adapted it for a Decision and Order under the CBR. *See New World Construction, Inc.*, 374 NLRB No. 45 (Feb. 27, 2026).

organization by declining to re-employ Mary “Maggie” Hansford on August 7 and August 19, 2025.

4. Respondent interfered with, restrained, or coerced employees in the exercise of their rights guaranteed under the CPR by telling Mary “Maggie” Hansford in Respondent’s letters of August 7 and 19, 2025, that the failure to re-employ her was based on her conduct as president of a labor organization.

VII. Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the CBR.

Specifically, having found that the Respondent violated CBR Section 14.A.1 and Section 14.A.3 by declining to re-employ Mary “Maggie” Hansford, I shall order the Respondent to:

1. Offer Mary “Maggie” Hansford full reinstatement to her former job as a speech-language pathologist, or if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed, and to make her whole for any loss of earnings and other benefits suffered as a result of the discrimination against her.²³¹
2. Provide Mary “Maggie” Hansford backpay computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2020).

²³¹ Although I use the standard language to cover situations where the position no longer exists, that situation is not present here. I find that the speech-language pathologist position did exist as of January 5, 2026, the date of the hearing in this case, and that it is a position that exists on an ongoing basis.

3. Compensate Mary “Maggie” Hansford for any adverse tax consequences of receiving a lump-sum backpay award and allocate the backpay award to the appropriate calendar year.
4. Remove from its files any reference to the unlawful failure to re-employ Mary “Maggie” Hansford and to notify her in writing that this has been done within 14 days of the issuance of this Decision and Order.
5. In accord with the Prince William County Public Schools Collective Bargaining Resolution, Section 14.C.4., Respondent, as the non-prevailing party, is ordered to pay “reasonable attorney’s fees and costs incurred by the employee [Mary “Maggie” Hansford], including reimbursement for the employee’s share of the cost of the Dispute Resolution Neutral’s fee.”

Complaining Party, citing *Noah’s Ark Processors, LLC d/b/a WR Reserve*, 370 NLRB No. 80 (April 20, 2023), seeks two additional remedies – a broad cease-and-desist provision, which in addition to the cease-and-desist provision directed at specific violations of the Act, prohibits the Respondent from “**in any other manner** interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Sections 7 of the Act,” and a reading of the Notice to ensure that all employees have received notice. (Emphasis added.)

The standard for a broad order was set forth in *Hickmott Foods*, 242 NLRB 1357, 1357 (1979), holding that a broad order is warranted “when a respondent is shown to have a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees’ fundamental statutory rights.” According to *Noah’s Ark Processors, LLC d/b/a WR Reserve*, at 6, a notice reading is ordered where “the respondent’s unlawful conduct has been ‘sufficiently serious and widespread’ to ensure that the content of the notice is disseminated to all employees.” (Citation omitted.)

I find that Respondent’s conduct does not rise to the level warranting these remedies. After the earlier finding of an unfair labor practice with respect to certain bargaining allegations,

Respondent resumed bargaining and reached an “historic” agreement. Thus, there has been no “proclivity” to violate the CBR. As to the second prong of the *Hickmott* test, the conduct, while serious, has not been egregious or widespread, and the record does not establish that the Respondent will fail to comply with this Order.

Moreover, the CBR provides for attorney fees and expenses for a prevailing employee complaining party, which, in itself, goes beyond the standard remedies awarded under the National Labor Relations Act.

Therefore, I decline to order a broad order or a reading of the remedy in this case. I will retain jurisdiction for 90 days from the date of this Decision and Order for the limited purpose of addressing any issues with respect to the remedy that the parties are unable to resolve. To invoke this provision, the party must petition me with service on the other party.

ORDER

Pursuant to Sections 7 and 14 of the Prince William County Public Schools Collective Bargaining Resolution, the Dispute Resolution Neutral selected by the parties hereby orders that Prince William County School Board and Prince William County Public Schools shall:

Cease and desist from:

- (a) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any Labor Organization.
- (b) Interfering with restraining, or coercing employees in the exercise of their rights guaranteed in this Resolution.

Take the following affirmative action necessary to effectuate the policies of the Resolution:

- (a) Within 14 days from the date of this Order, offer Mary “Maggie” Hansford full reinstatement to her former position as a speech-language pathologist, or if that position no longer exists, to a comparable position, without prejudice to her seniority or any other rights or privileges previously enjoyed.
- (b) Make Mary “Maggie” Hansford whole for any loss of earnings and other benefits, suffered as a result of Respondent’s unlawful failure to re-employ her in the manner set forth in the remedy section above.
- (c) Compensate Mary “Maggie” Hansford for the adverse tax consequences, if any, of receiving a lump-sum backpay award and allocate the backpay award to the appropriate calendar year.
- (d) Pay reasonable attorney fees and costs incurred by Mary “Maggie” Hansford, including reimbursement for Ms. Hansford’s share of the cost of the Dispute Resolution Neutral’s fee.
- (e) Within 14 days from the date of this Order, remove from its files any reference to the unlawful failure to re-employ Mary “Maggie” Hansford, and within three days thereafter, notify her in writing that this has been done and that the unlawful failure to re-hire will not be used against her in any way.
- (f) Preserve and provide to Mary “Maggie” Hansford’s lawyers within 14 days of a request, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (g) Within 14 days after issuance of this Order, post at Respondent’s facilities in Manassas, Virginia, copies of the attached notice marked “Appendix.” Copies of the notice, **after being signed and dated by the Respondent’s authorized**

representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting or on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

- (h) The Decision and Order of the Dispute Resolution Neutral will be posted on the website of Respondent. Instructions for obtaining the Decision and Order will be added at the bottom of the Notice in the Appendix.

/s/ Rosemary Pye, Esq.

Dispute Resolution Neutral

Member, National Academy of

Arbitrators

Issued: March 5, 2026

NOTICE TO EMPLOYEES OF PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Under the Authority of the Prince William County Public Schools Collective Bargaining Resolution

The Dispute Resolution Neutral has found that the Prince William County Public Schools violated the Prince William County Collective Bargaining Resolution and has ordered us to post, distribute, and obey this Notice to Employees:

THE COLLECTIVE BARGAINING RESOLUTION OF THE PRINCE WILLIAM COUNTY PUBLIC SCHOOLS GIVES YOU THE RIGHT TO:

- Form, join, or assist a union**
- Choose representatives to bargain with us on your behalf**
- Act together with other employees for your benefit and protection**
- Choose not to engage in any of these protected activities**

WE WILL NOT discriminate in regard to hiring or tenure of employment or any term or condition of employment to encourage or discourage membership in any Labor Organization.

WE WILL NOT interfere with, restrain, or coerce employees in the exercise of their rights guaranteed under this Collective Bargaining Resolution.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, within 14 days from the date of the Order by the Dispute Resolution Neutral, offer Mary “Maggie” Hansford full reinstatement to her former position as a speech-language pathologist, without prejudice to her seniority or any other rights or privileges she previously enjoyed.

WE WILL make Mary “Maggie” Hansford whole for any loss of earnings and other benefits resulting from the unlawful refusal to re-employ her, less any net interim earnings, plus interest.

WE WILL compensate Mary “Maggie” Hansford for any adverse tax consequences of receiving a lump-sum backpay award and allocate the backpay award to the appropriate calendar year and provide her lawyers with the information necessary to make this computation.

WE WILL, within 14 days of the date of the Order, remove from our files any reference to the unlawful failure to re-employ Mary “Maggie” Hansford and notify her in writing that this has been done and that the failure to re-employ her will not be used against her in any way.

WE WILL pay Mary “Maggie” Hansford reasonable attorney’s fees and costs, including the employee share of the fee for the Dispute Resolution Neutral.

Title: _____

Prince William County Public Schools

The Decision and Order can be found at: