



STATE OF NEW HAMPSHIRE

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

LIN-WOOD EDUCATION ASSOCIATION/NEA-  
NEW HAMPSHIRE :

Complainant :

CASE NO. T-0204:6

AND :

DECISION NO. 81-63

LIN-WOOD SCHOOL BOARD AND NORMAN H.  
MULLEN, SUPT. :

Respondent :

APPEARANCES

Representing the complainant,  
Lin-Wood Education Association/NEA-New Hampshire

John Fessenden, UniServ Director, NEA/NH

Representing the School Board

Norman H. Mullen, Supt.  
Stephen U. Samaha, Esq., Counsel

BACKGROUND

On September 9, 1981, John Fessenden on behalf of the Lin-Wood Education Association, NEA, filed unfair labor practice charges against the Lin-Wood School Board and Norman Mullen, Superintendent, alleging as follows, "Ms. Louella Labrie was nominated by the Superintendent, Norman H. Mullen and re-elected by the Lin-Wood School Board on March 10, 1981. We have repeatedly asked for the issuance of a contract to her and the sending of a letter to the administration. It was our verbal understanding that this matter was to be taken care of by the administration. Since this has not taken place, we are filing this as an unfair labor practice." The relief sought, is the issuance of the teacher contract and all benefits from the beginning of the 1981-82 school year and any remedies that the PELRB deem appropriate.

This case was heard by a hearing officer representing the board on October 16, 1981, at the Superintendent's Office in Woodsville. John Fessenden testified that Louella Labrie was not issued a contract and was in fact nominated as a teacher for the Lin-Wood School for the year 1981-82. Parties at the hearing stipulated that remedies in this instance were not available under the existing contract and that Ms. Labrie was not a tenured teacher and consequently did not require a reason being given for the non-renewal of her contract. Testimony of the School Board indicated that Ms. Labrie's contract was not renewed because of a reduction in the current school years enrollment, from 426 to 392 and further because of budget limitations and there were other teachers whose contract was

not renewed. Statements by counsel for the School Board indicated that it is their opinion that the complaint should have been more timely filed, however the parties mutually agreed that the filing came within the time limits prescribed by the PELRB. At this point both parties stipulated, 1) that Labrie was not a tenured teacher and therefore no reason for non-renewal of contract was required, 2) case could not be grieved under the present contract, 3) all actions taken by the Education Association was timely. Representatives of the Education Association and witnesses testified in support of the Education Association position.

The procedures in this school district, which are pretty generally the custom, is for the Superintendent to nominate and the School Board to elect the teachers for any given teaching year. Both parties agreed that the issue at hand specifically was projected as a technicality. The sequence of events leading to the technicality is as follows: The school administration was forced to reduce its teaching force for the above cited reasons. Ms. Labrie becomes a victim of the action. The Superintendent decided not to renew Ms. Labrie's contract. This non-renewal was discussed between the Superintendent and the School Board in a telephone poll conducted on March 6, 1981. The poll discussed more than one individual teacher whose contract was not to be renewed.

On the afternoon of March 10, 1981, Superintendent Norman Mullen hand carried a letter to Ms. Louella J. Labrie indicating that her contract would not be renewed. Letter states as follows, "Dear Ms. Labrie: Please be advised that your contract as a teacher in the Lincoln-Woodstock Cooperative School District will not be renewed for the 1981-82 academic year. The reasons for your non-renewal are declining enrollments and budgetary consideration. If you have any questions about the above, please feel free to contact this office."

The Lin-Wood School District's annual meeting was held on the evening of March 10, at which time the following actions taken at the meeting were introduced as evidence. Specifically the minutes of the school meeting quote official actions as follows, "Motion by E. Goodbout on the recommendation of the Superintendent to accept the nomination of the present teaching staff. Seconded: N. Wilson. Unanimously affirmative vote." The letter from the Superintendent to Ms. Labrie stated specifically the reason for non-renewal. The School Board's position reported by counsel was the intent of non-renewal of Labrie's contract was clear and without qualifications, and that the School Board was acting in accordance with its authority.

During the course of the hearing the Education Association introduced testimony with respect to another teacher involved in non-contract renewal which had been taken to the State Board of Education. Hearing officer agreed to review the testimony of the parties offered before the State Board of Education and it concluded that the two cases are dissimilar and this case before the hearing officer must be concluded on the facts and testimony presented with respect to Labrie. The Education Association's position is that when the motion was made at the annual meeting, the intent was to nominate the present teaching staff, including Ms. Labrie.

#### FINDINGS

-- It was not the intent of the Superintendent to renew Labrie's contract based on the evidence, a) board action on March 6, (telephone poll), b) the hand delivered letter on the afternoon of March 10, before the annual school meeting.

-- To contend as the Education Association does, the general vote at the school meeting nominating the present teaching staff nullifies all previous notification and actions taken seems to be stretching logic to the extreme and at best a technical situation which can develop at any annual school meeting.

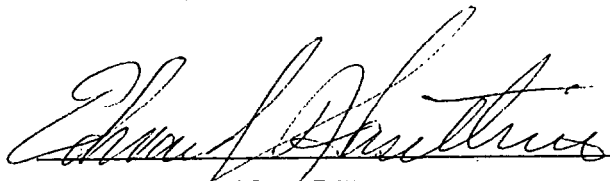
-- The actions of the Superintendent in presenting of teacher nominations could be, and the hearing officer feels will be, substantially changed to prevent a recurrence of this technical situation.

-- The considerations and capabilities of teacher Labrie were considered and should the opportunity occur for her re-employment in the Lin-Wood School District, first consideration will be granted.

-- While a technicality in the nominating procedure seems to have developed, certainly the intent of the parties must be given substantial and persuasive weight when deciding any matter of this nature.

#### DECISION

After considering all the information and testimony presented, hearing all witnesses and listening to the tapes of the case offered in evidence, the unfair labor practice charges alleged above are unfounded and hereby dismissed.

  
EDWARD J. HASELTINE  
HEARING OFFICER

Signed this 11th day of December, 1981.