

## State of New Hampshire

### PUBLIC EMPLOYEE LABOR RELATIONS BOARD

LESTER WILLIAM LAWRENCE

Plaintiff

v.

DRESDEN SCHOOL DISTRICT and  
JOE DELLA-BADIA in his capacity as  
Superintendent

Respondents

CASE NO. M-0611

DECISION NO. 89-47

#### APPEARANCES

##### Representing the Plaintiff:

Lester William Lawrence

##### Representing the Dresden School District:

David H. Bradley, Esq., Counsel

##### Also appearing:

Joseph Della Badia, Superintendent

Stacey Peters, NEA-NH

Ted Comstock, NH School Board Association

#### BACKGROUND

On April 13, 1989, Lester William Lawrence (Plaintiff) filed improper practice charges against the Dresden School District (District) and the Superintendent stating, "I was let go from my head football coaching position without just cause", and "the Superintendent told me that his decision to not renew my contract had nothing to do with any complaint against me." He (Supt.) based his decision on the attitude of parents who had complained to him.

Hearing in this matter was held on June 13, 1989 in the Office of the Labor Board, Concord, N. H.

On opening the hearing, Attorney Bradley for the District moved dismissal of the complaint based on the fact that the Plaintiff was not a member of any bargaining unit in New Hampshire and had not claimed any violation of any collective bargaining agreement nor any violation of RSA 273-A.

After discussion on procedural matters, the Board accepted the District's Motion to Dismiss but deferred ruling on it until the Plaintiff had been given an opportunity to address the Board.

After hearing from the Plaintiff, the Board proceeded to hear the case.

The Plaintiff claimed his contract was not renewed because of a group of dissatisfied parents which was "unfair and unwarranted, based on his record"; that he was never given a reason for non-renewal of his contract; was not permitted to face his alleged accusers; and, was never given any written notification of 'my being let go and the reasons why'."

The Plaintiff outlined in detail his record as football coach at Hanover High School and cited letters of support and evaluations of his coaching abilities. He presented newspaper articles regarding his alleged ouster as the high school football coach, a letter from the Chairman of the Dresden School District stating that the School board had reviewed the decision of the Superintendent regarding his status as coach for the school year, '89-'90 and supported his (Supt.) decision of non-renewal as coach for the school year, '89-'90.

In summary, the Plaintiff charged he received unfair treatment in non renewal of his contract as part-time football coach at Hanover High School.

The District through its Counsel by way of answer to the complaint stated, (1) Mr. Lawrence is not a member of a bargaining unit in New Hampshire, is not the beneficiary of any collective bargaining agreement in New Hampshire, has not claimed a violation of any collective bargaining agreement in New Hampshire, and has not claimed any violation of the PELRB statute, RSA 273-A"; (2) Mr. Lawrence is not a teacher who has a professional standards certificate in New Hampshire, (3) Mr. Lawrence has been employed as a part-time football coach in the Dresden School District under a series of one-year contract, (4) Mr. Lawrence has completed his contract for the current year and has not been offered a contract for the forthcoming school year, (5) Mr. Lawrence is not entitled to a statement of reasons for non-renewal and the District is not required to establish just cause for its decision."

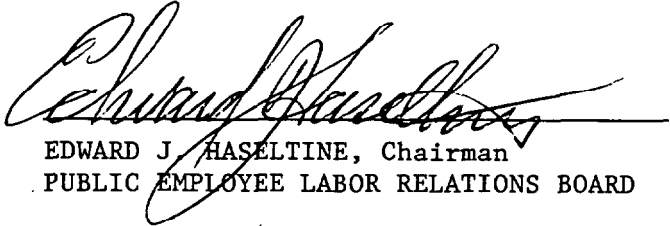
Attorney Bradley cited two New Hampshire Supreme Court decisions, Appeal of the White Mountains Education Association v. PELRB 125 NH 771, 486 A.2d 284, (12/31/84) Case No 82-334, and Roger Bouchard v. City of Rochester, 119 NH 799, 409 A.2d 772 (11/14/79) Case No. 78-295. Both cases dealt with management's rights, summarized, and stated that PELRB could not substitute its judgment of unfairness unless such unfairness was clearly related to PELRB law, RSA 273-A. "In short, the outcome may be unfair, but not unfair labor practice". The Bouchard case stated "neither by intent nor by express language did the legislature confer authority upon PELRB to review personnel action for basic fairness".

After hearing the Plaintiff's presentation, reviewing all exhibits presented, objection on the part of the District and offering the Plaintiff wide latitude to present his case, PELRB finds, as follows:

- A. There was no evidence of any specific claim of unfair labor practice under RSA 273-A;
- B. The Plaintiff is not a member of a New Hampshire bargaining unit and is not covered by the agreement by and between the Education Association and the Dresden School District;

- C. Mr. Lawrence does not hold a Professional Standards Certificate from the State of New Hampshire;
- D. Mr. Lawrence has been employed as a part-time football coach under a series of one-year contracts only.
- E. PELRB cannot substitute its judgment of fairness of managerial policy; i.e. see Supreme Court cases cited.

PELRB grants the District's Motion to Dismiss and the unfair labor practice complaint filed by Lester William Lawrence is hereby DISMISSED.



EDWARD J. HASELTINE, Chairman  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Signed this 12th day of July, 1989.

By unanimous vote. Chairman Edward J. Haseltine presiding. Present and voting, Board Members, Seymour Osman and Alternate Labor Representative, Daniel Toomey.