



**STATE OF NEW HAMPSHIRE**  
Public Employee Labor Relations Board

**Sugar River Education Association, NEA-NH**

v.

**Claremont School District**

**Case No. E-0188-3**  
**Decision No. 2018-015**

Pre-Hearing Memorandum and Order

Date of Conference: February 8, 2018

Appearances: Karen Ladd, UniServ Director, and Lauren Snow Chadwick, Esq.,  
for the Complainant

Middleton McGoodwin, Superintendent, for the Respondent

Background:

On January 8, 2018, Sugar River Education Association, NEA-NH (Association) filed an unfair labor practice complaint under the Public Employee Labor Relations Act asserting that the Claremont School District (District) has violated RSA 273-A:5, I (a), (b), (e), (g), (h), and (i). The Association alleges, among other things, that the parties are in negotiations on a successor collective bargaining agreement (CBA) and that, while the District refused to negotiate with the Association over school schedules at the "bargaining table," the District Principal, nevertheless, proposed changes to the faculty meeting schedule set forth in 2012 sidebar agreement. The Association complains that after the Association President sent an email regarding the District's scheduling proposal to the bargaining unit employees' personal email accounts, the District emailed bargaining unit employees informing them that the information they received in the President's email was inaccurate. The Association also charges that the District contacted

bargaining unit employees directly regarding its proposal to change meeting schedule, and that the District has unilaterally implemented a new meeting schedule without the Association's agreement. The Association claims that the District's actions constitute a breach of the duty to bargain in good faith over the terms and condition of employment, impermissible direct dealing, interference in the administration of the Association, and a breach of the CBA. The Association requests that the PELRB find that the District has committed an unfair labor practice and order the District to cease and desist from any further violations, to negotiate in good faith with the Association over the terms and conditions of employment, and to comply with the terms of the parties' CBA, including the sidebar agreement.

The District denies the charges and asserts, among other things, that the Principal has a right to communicate directly with employees, and that the Principal's email to bargaining unit employees was permissible because the parties were not addressing schedules during their negotiations at the bargaining table.

#### Issues for Determination by the Board

1. Whether the District violated RSA 273-A:5, I (a), (b), (e), (g), (h), and/or (i).

#### Witnesses and Exhibits

As outlined in the parties' Pre-Hearing Worksheets. Both parties reserve the right to amend their lists of witnesses and exhibits in conformity with Pub 203.01. It is understood that each party may rely on the representations of the other party that witnesses and exhibits appearing on their respective lists will be available at the hearing.

#### Decision

1. "Parties" means the Association, the District or their counsel/representative appearing in the case. The parties shall simultaneously copy each other electronically on all filings submitted in these proceedings.

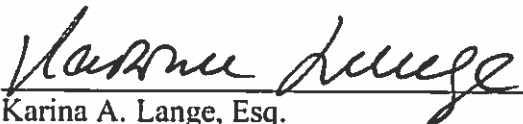
2. As discussed at the pre-hearing conference, any request to submit this case on stipulated facts and briefs shall be filed no later than **February 15, 2018**. Any such request shall contain a proposed schedule for submission of stipulated facts, joint exhibits, opening briefs, and reply briefs, if any.
3. The parties shall exchange and file a joint statement of stipulated facts and their final witness and exhibit lists no later **February 15, 2018**.
4. The requirement that the parties file copies of proposed exhibits prior to the date of hearing is suspended. The parties shall not file, either electronically or via mail, proposed exhibits prior to the day of hearing. The parties shall pre-mark each exhibit by placing identifying markers in the upper right corner of each exhibit, if possible, and bring an original and five copies of each exhibit to the hearing. To facilitate access to a particular exhibit, the parties shall use tabs to separate exhibits.

Hearing

Unless otherwise ordered as a result of the filing of any subsequent motion or for scheduling reasons, the adjudicatory hearing in this case will be held on **February 22, 2018 @ 8:30 a.m.**, at the offices of the PELRB in Concord. The time set aside for this hearing is 3 hours. If either party believes that additional time is required, a written notice of the need for additional time shall be filed with the PELRB at least ten days prior to the date of hearing.

So ordered.

Date: 2/8/2018

  
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Karina A. Lange, Esq.  
Staff Counsel/Hearing Officer

Distribution: Lauren Snow Chadwick, Esq.  
Middleton McGoodwin, Superintendent