

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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 EVELYN E. JONES and the UNION GROVE :  
 AREA EDUCATION ASSOCIATION, :  
 :  
 Complainants, :  
 :  
 vs. :  
 :  
 YORKVILLE ELEMENTARY JT. SCHOOL :  
 DISTRICT NO. 2, :  
 :  
 Respondent. :  
 :  
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Case I  
 No. 17138 MP-279  
 Decision No. 12145-B

Appearances:

Lawton & Cates, Attorneys at Law, by Mr. James R. Hill; Miss Evelyn E. Jones; and Miss Donna Ullman, Wisconsin Education Association, for the Complainant.  
 Thompson, Evans, Hostak & Clack, Attorneys at Law, by Mr. Kenneth F. Hostak, for the Respondent.

ORDER OF DISMISSAL

A complaint of prohibited practices having been filed with the Wisconsin Employment Relations Commission by Evelyn E. Jones and the Union Grove Area Education Association, wherein it alleged that the Yorkville Elementary Joint School District No. 2 had committed prohibited practices within the meaning of Section 111.70 of the Wisconsin Statutes; and the Commission having appointed the undersigned as Examiner to make and issue Findings of Fact, Conclusions of Law and Order in the matter; and a hearing having been scheduled in said matter for October 18, 1973; and at the commencement of the hearing the parties having advised the Examiner that they had entered into a stipulated agreement which resolved the issues between the parties; and on that basis the Complainant having requested and Respondent having concurred that the complaint be dismissed;

NOW, THEREFORE, it is

ORDERED

That the complaint filed in the above entitled matter be, and the same hereby is, dismissed.

Given under our hands and seal at the  
 City of Madison, Wisconsin, this 2nd  
 day of November, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Thomas Slaney  
 Morris Slaney, Chairman  
Del S. Rice II  
 Del S. Rice II, Commissioner

MEMORANDUM ACCOMPANYING ORDER OF DISMISSAL

At the commencement of the hearing, the parties advised the Examiner that they had reached an agreement, and read into the record a stipulation which resolved the dispute between the parties. The stipulation which appears on page 4 of the corrected transcript, is set out below:

"WHEREAS, the Union Grove Area Education Association and Evelyn E. Jones have filed a prohibited practice complaint against Respondent, Yorkville Elementary Jt. School District No. 2; and

WHEREAS, it is alleged that the Respondent has breached the Collective Bargaining Agreement between the parties by assigning Evelyn E. Jones to teach in an area she is not qualified to teach; and

WHEREAS, the Respondent has denied that it has breached the Collective Bargaining Agreement and has denied that it has assigned Evelyn E. Jones to teach in an area she is not qualified to teach; and

WHEREAS, the parties are in agreement that this dispute can most appropriately be resolved by a stipulated settlement without admitting to the contention of either party.

IT IS THEREFORE STIPULATED AND AGREED by the parties hereto, by their authorized representatives, as follows:

1. That Evelyn E. Jones agrees to continue to teach in the area to which she is currently assigned for the remainder of the 1973-74 school year.
2. That Respondent agrees that it will not non-renew Evelyn E. Jones's teaching contract for the 1974-1975 school year, provided that she (a) abides by the rules and regulations of Respondent District, (b) abides by the terms of her contract with Respondent, (c) makes a reasonable effort to implement suggestions of the School Administrator and his assistant on improving teaching skills of students and her approach toward students, (e) makes a reasonable effort to co-operate with other teachers as required to effectively perform her assignments.
3. That Respondent agrees that it will make a reasonable effort to provide the necessary assistance to Evelyn E. Jones to aid her in performing her assignments and will, from time to time, advise her of her progress and advise her of failure on her part to comply with the provisions of Paragraph 2 of this Stipulation.

4. Subject to the foregoing, Respondent further agrees that Evelyn E. Jones will not be given a teaching assignment for which she is not properly certified."

Dated at Madison, Wisconsin, this 2nd day of November, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

*Morris Slavney*  
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Morris Slavney, Chairman

*Zel S. Rise II*  
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Zel S. Rise II, Commissioner