STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

ELVIRA BURNSON AND NORTHWEST UNITED EDUCATORS, Complainants, vs. JOINT SCHOOL DISTRICT NO. 1, CITY OF RICE LAKE AND TOWNS OF BARRON, BEAR LAKE, BIRCHWOOD, CEDAR LAKE, DOYLE, LONG LAKE, OAK GROVE, RICE LAKE, SARONA, STANFOLD, STANLEY, SUMNER, WILKINSON, WILSON, AND VILLAGE OF HAUGEN, Respondent.	:	Case XI No. 19336 MP-485 Decision No. 13793-A

Appearances:

Mr. Robert West, Executive Director, Northwest United Educators, appearing on behalf of the Complainants.

Losby, Riley & Farr, S.C., by Mr. Stevens L. Riley, Attorney at Law, appearing on behalf of the Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Northwest United Educators and Elvira Burnson having, on July 7, 1975, filed a complaint with the Wisconsin Employment Relations Commission wherein they alleged that Joint School District No. 1, City of Rice Lake, et al., had committed prohibited practices within the meaning of the Wisconsin Municipal Employment Relations Act; and the Commission having appointed Marvin L. Schurke, a member of its staff to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order in the matter, as provided in Section 111.07(5), Wisconsin Statutes; and Joint School District No. 1, City of Rice Lake, et al., having, on July 14, 1975, filed an answer to said complaint; and hearing having been held at Barron, Wisconsin, on July 24, 1975, before the Examiner; and the Examiner having considered the evidence and arguments, and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Northwest United Educators, hereinafter referred to as Complainant Association, is a labor organization having its principal offices at 515 North Main Street, Rice Lake, Wisconsin 54868.

2. That Elvira Burnson, hereinafter referred to as Complainant Burnson, is an individual residing at Route 5, Rice Lake, Wisconsin 54868; that Complainant Burnson is a native of the Republic of San Salvador; that Complainant holds an undergraduate degree from a

3. That Joint School District No. 1, City of Rice Lake, and Towns of Barron, Bear Lake, Birchwood, Cedar Lake, Doyle, Long Lake, Oak Grove, Rice Lake, Sarona, Stanfold, Stanley, Sumner, Wilkenson, Wilson and Village of Haugen, hereinafter referred to as the Respondent, is a municipal employer engaged in the operation of a public school system with offices at Rice Lake, Wisconsin 54868; and that, at all times pertinent hereto, Louis King has been employed by the Respondent as its Superintendent of Schools.

4. That the Respondent has recognized the Complainant Association as the exclusive collective bargaining representative in a unit consisting of all full-time and regular part-time teachers employed by the Respondent; that the Respondent and Complainant Association were parties to a collective bargaining agreement for the period of July 1, 1974 through June 30, 1975, which contained the following provisions pertinent hereto:

"ARTICLE IV

Management Rights

A. The Board of Education, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law to establish the framework of school policies and projects, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities;

2. To employ and re-employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualification, or their fair dismissal or demotion for cause, their promotion and their work assignment;

3. To establish and supervise the program of instruction;

4. To determine means and methods of instruction, selection of textbooks and other teaching materials, the use of mechanical teaching aids, and class schedule;

5. The right to create, combine or eliminate any positions as in their judgment are deemed necessary.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

. . .

ARTICLE VII

Terms of Employment

A. Dismissal or probation.

1. No teacher shall be disciplined, dismissed or deprived of any professional advantage without just cause, to include

but not be limited to insubordination, immorality or incompetence.

a) Insubordination shall be described as unjustified refusal to follow directions of professional staff members.

b) Immorality shall be described a moral conduct contrary to local conventions governing morality, or moral conduct unbecoming to a member of the teaching profession.

c) Incompetence shall be described as failure to perform, or lack of ability to perform normal pedagogic skills in teaching the children placed in the teacher's charge.

. . .

4. Dismissal or probation of a teacher shall be for just cause and preceded by:

a) The faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this Agreement and applicable statutes;

b) The forwarding of a written explanation for the action to the teacher and Northwest United Educators upon request of the teacher involved.

c) If requested by the teacher, a hearing before the Board of Education.

. . .

ARTICLE VIII

Placement

. . .

C. In making involuntary teaching assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent they do not conflict with the instructional requirements and best interests of the school system and the pupils. Subject, grade, and/or activitiy [sic] assignments or transfers will not be made without prior discussion with the teacher prior to the end of the school year, if known. During the summer period, attempts will be made to notify and discuss with teachers any new or changed assignments at the earliest possible date. The Board retains the right to make transfers between and within schools.";

that said collective bargaining agreement contains no provisions establishing rights of recall for employes terminated as the result of a combination or elimination of positions; and that said collective bargaining agreement contains no provision for the final and binding resolution of disputes arising as to its interpretation or application.

5. That, on an unspecified date prior to the year 1969, the Respondent implemented a program of instruction in the Spanish language in its elementary schools beginning at the 2nd grade level, in its

middle schools at the 6th, 7th and 8th grade levels, and in its high school; that the program was subsequently curtailed to provide instruction in the Spanish language as a required subject at the 5th and 6th grade levels, and as an elective subject at the 7th grade, 8th grade and high school levels; and that the latter arrangement was in effect for the 1969-1970 school year, when Complainant Burnson was first employed by the Respondent as a teacher of the Spanish language.

6. That, prior to her employment by the Respondent, Complainant Burnson was qualified to teach in grades 1 through 8; that, upon her employment by the Respondent, Complainant Burnson sought and obtained certification as a teacher of the Spanish language; that the Respondent initially assigned Complainant Burnson to teach Spanish at the 5th, 6th, 7th and 8th grade levels; that the Respondent assigned Spanish teaching duties at the high school level and some of the duties at the 8th grade level to another teacher; that the implementation of the Spanish program at the 5th grade level required that the teacher travel between the various elementary school buildings operated by the Respondent; that, on the recommendation of Complainant Burnson, the Respondent discontinued its program of instruction in the Spanish language at the 5th grade level and thereafter made instruction in Spanish a required part of its curriculum only at the 6th grade level; and that, effective with the 1973-74 school year, the teaching position occupied by Complainant Burnson was reduced to a one-half time position.

7. That, beginning with the 1972-1973 school year, elective enrollments in the Spanish language program at the 7th and 8th grade levels declined substantially from the enrollments experienced in prior years; that the Respondent's projections for the 1975-1976 school year indicated that a decline by 44 students of its enrollment in the 6th grade could be anticipated; that the Respondent's projections for the 1975-1976 school year indicated that previous declines in the elective enrollments at the 7th and 8th grade levels would not be recouped; that the Respondent, on the recommendation of King, took action to eliminate some of the classes formerly scheduled at the Middle School level, to revise the teaching assignments in the Spanish language program and to combine the two previously existing teacher positions, resulting in the elimination of the teaching position held by Complainant Burnson, all to be effective with the 1975-1976 school year; and that, on or about March 15, 1975, the Respondent non-renewed the teaching contract of Complainant Burnson pursuant to the provisions and procedures of Section 118.22, Wisconsin Statutes.

8. That the non-renewal of Complainant Burnson's teaching contract was based on the lack of availability of a position; that Complainant Burnson had a satisfactory employment record and evaluations while employed by the Respondent; that the non-renewal of Complainant Burnson was not of a disciplinary nature; and that the competence and efficiency of Complainant Burnson as a teacher was not a factor in the Respondent's decision to non-renew her teaching contract.

9. That, subsequent to the non-renewal of her teaching contract but prior to the end of the 1974-1975 school year, Complainant Burnson continued to be employed by the Respondent; that, during the same period, a teaching vacancy for the 1975-1976 school year opened up for a combined 3rd and 4th grade team taught class located at the Respondent's Brill School; that King and other agents of the Respondent considered the qualifications of Complainant Burnson for such position, but did not interview Complainant Burnson with respect thereto; that King and other agents of the Respondent considered the qualifications of another applicant, Krogstad, for said teaching vacancy; that, in making its determination as to hiring of a teacher to fill the aforesaid teaching vacancy, the Respondent accorded no rights or preferences to Complainant

Burnson deriving from her previous employment by the Respondent; that King recommended to the Board of Education of the Respondent that said teaching position be offered to Krogstad; and that such recommendation was based on Krogstad's more recent training and experience with team teaching techniques and on King's "hunch" [sic] that Krogstad would relate better to the rural community in which Brill School is located.

10. That Complainant Association filed a grievance under the aforesaid collective bargaining agreement protesting the non-renewal of Complainant Burnson's teaching contract as a violation of the collective bargaining agreement between the parties; that said grievance was processed through all of the steps of the grievance procedure; and that said grievance was denied by the Respondent at the final step of the grievance procedure.

Upon the basis of the above and foregoing Findings of Fact, the Examiner makes the following

CONCLUSIONS OF LAW

1. That the Respondent, Joint School District No. 1, City of Rice Lake, et al., was acting within the management rights reserved to it in the collective bargaining agreement subsisting between it and Northwest United Educators when it combined the teaching position of Complainant Burnson with another teaching position and eliminated the teaching position of Complainant Burnson; that the Respondent had just cause to non-renew the teaching contract of Complainant Burnson on the basis of lack of availability of a position; and that, in that regard, the Respondent has not violated the aforesaid collective bargaining agreement and has not committed, and is not committing, prohibited practices within the meaning of Section 111.70(3)(a)(5) of the Municipal Employment Relations Act.

2. That the Respondent, Joint School District No. 1, City of Rice Lake, et al., did not violate the collective bargaining agreement subsisting between it and Northwest United Educators when it failed to accord Complainant Burnson a right or a preference to employment in a teaching vacancy occurring subsequent to the non-renewal of Complainant Burnson for just cause, or when it offered said position to an individual who was not previously a regular employe of the Respondent; and that, in that regard, the Respondent has not committed, and is not committing, prohibited practices within the meaning of Section 111.70(3)(a)(5) of the Municipal Employment Relations Act.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Examiner makes the following

ORDER

IT IS ORDERED that the complaint initiating the above-entitled matter be, and the same hereby is, dismissed.

Dated at Madison, Wisconsin this 24th day of December, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

PLEADINGS & PROCEDURES:

In their complaint, filed on July 7, 1975, Northwest United Educators and Elvira Burnson allege the existence of a just cause standard for employment security and that (1) the Respondent failed to renew Burnson's contract for the 1975-1976 school year by reason of layoff, (2) that said layoff from the position she had held was not justified in fact, and (3) that vacancies existed within the Rice Lake School System for which Burnson was qualified. On July 10, 1975, the Commission issued an order appointing the undersigned as Examiner and notices were issued on the same date setting July 24, 1975, as the date for hearing on this matter and July 21, 1975 as the date for the filing of an answer. The Respondent filed its answer on July 21, 1975, wherein it denied violation of the collective bargaining agreement. Hearing was held at Barron, Wisconsin on July 24, 1975, and the transcript of those proceedings was issued on August 25, 1975. The Respondent filed a post-hearing brief on September 12, 1975, and the Complainant filed a brief on September 16, 1975.

BACKGROUND:

This case arises out of a grievance filed under a collective bargaining agreement which provides both that the Board of Education may create, combine or eliminate teaching positions and that no teacher may be dismissed without just cause. The agreement has no provision explicitly concerning layoff or recall of employes.

Burnson was hired by the Respondent in 1969 to teach Spanish at the 5th, 6th, 7th and 8th grade levels in the Rice Lake elementary and middle schools. Spanish was eliminated from the 5th grade curriculum for the 1972-1973 school year, and Burnson's employment was reduced from full-time to a half-time basis beginning with the 1973-1974 school year.

During the years of Burnson's employment, enrollment declined considerably in the Spanish classes at the 7th and 8th grade level, where Spanish is an elective. During the 1970-1971 school year, 96 students enrolled in 7th and 8th grade Spanish classes, while only 47 students enrolled in those classes during the 1974-1975 school year. In addition, the 6th grade, where Spanish is a mandatory subject, was expected to have 44 fewer students for the 1975-1976 school year than for the previous year. For the 1975-1976 school year, the Board of Education of the Respondent decided to eliminate two of the middle school Spanish classes (which each consisted of a 19 minute period or "mod"), and to assign the remaining middle school Spanish classes to the teacher who previously taught both Spanish and Social Studies at the Rice Lake High School and Spanish at the 8th grade level in the middle school. The remaining duties of Mrs. Burnson's position thereby disappeared and the Respondent non-renewed her teaching contract.

The record further discloses that a vacancy occurred in a 3rd and 4th grade team teaching position in the Rice Lake District's Brill Elementary School for the 1975-1976 school year. Although Burnson is certified to teach on the elementary school level, this position was not offered to her, but was instead offered to a Mrs. Krogstad, who had been employed by the Respondent during the two previous years as a substitute teacher.

Although the Respondent stipulated at the hearing that Burnson is a competent teacher, the Superintendent of Schools testified that Mrs. Krogstad had been chosen over Burnson for the Brill School position because Krogstad had experience, as a substitute, with team teaching on the elementary level and had recent college instruction in team teaching. Mrs. Krogstad has not had regular teaching employment since her recent graduation from college, but she had taught for six years prior to graduation as a non-degreed elementary school teacher. King testified that he had a "hunch" that Mrs. Krogstad "would relate better to the community" than would Mrs. Burnson.

Burnson has taught subjects other than Spanish language, but in the Republic of San Salvador rather than in this country. Her teaching experience in the United States has been limited to Spanish classes and, except for her first two years in the Rice Lake School system when she taught in the elementary schools at the 5th grade level, her experience has been exclusively with 6th, 7th and 8th grade students. Burnson has taken several post-graduate college courses in education, although none that dealt directly with methods of team-teaching. The Principal of the Rice Lake Middle School evaluated Burnson's classroom performance during an 8th grade Spanish class and, in a written report of that evaluation, suggested that Burnson prepare more thoroughly for class presentation. He noted, however, that Burnson had "a good manner and a good sense of humor and a tremendous background in the language."

POSITION OF THE PARTIES:

The Position of N.U.E.

N.U.E. argues that an elimination of two 19 minute classes does not constitute a justification for the elimination of Burnson's entire Spanish teaching position in the Rice Lake Middle School, since substantial duties of that position remain. It claims that a drop in enrollment does not, by itself, justify the elimination of that position, since a decrease in class size will not result in a decrease in the amount of time a teacher must spend in class.

N.U.E. puts greater reliance on its argument that Burnson is entitled to the Brill School 3rd and 4th grade team teaching position. It argues that by not "involuntarily transferring" Mrs. Burnson to that position, under Article VIII, Section C of the contract, but, instead, offering it to a new hiree, the Respondent actually replaced the Complainant. Therefore, it is contended that the layoff of the Complainant should be viewed as a dismissal for which the Respondent must have just cause under Article VII, Section A, 1 of the contract. The Union contends that no just cause existed for the alleged dismissal since the Complainant was fully qualified for the Brill School position and since the person who was hired for that position was chosen on the basis of King's subjective evaluation.

The School District's Position

The School District claims that its alleged layoff of Complainant Burnson was justified under Article IV, Section A, Subsection 5 of the contract, which provides that the Board of Education may "create combine or eliminate any positions as in their judgment are deemed necessary." It argues that this provision anticipates the right of the Board of Education to layoff teachers who hold eliminated positions, and that, therefore, the parties' to the contract recognized the Board's right to layoff but put no restrictions on the exercise of that right.

In response to the Association's claim that Burnson should have been offered the Brill School position, the School District contends

that, in the absence of a contract provision specifically granting it, a laid-off teacher has no right to be recalled from layoff to fill a vacancy existing elsewhere in the school system. The School District points to the comparative qualifications of the Complainant and the person hired for the position as providing adequate justification for the choice which the School District made.

DISCUSSION:

The Complainants rely heavily on the "just cause" standard set forth in Article VII, Section A., Subsection 1, of the collective bargaining agreement, while the Respondent adduced testimony that the just cause standard was never intended to apply to situations such as that presented in the instant case. According to the District, the cause standard would only be applicable in situations when the Board of Education wished to dismiss a teacher because of an alleged fault on the part of the teacher. It is noted that the listing of specific causes which is contained in Article VII, Section A, Subsection 1, is expressly non-exclusive. The agreement is interpreted as thus providing a just cause standard for employment security which is broader in its application than the fault-of-employe situations expressly listed. The Examiner agrees with the Complainants that the existence of a just cause standard in a collective bargaining agreement provides for employment security, and that such a standard is applicable in this case, but also concludes that the just cause standard only applies in relation to other provisions of the same agreement. The cause standard would require proof that the fault of the employe is substantial in a situation where the dismissal of a teacher is based on the alleged fault of the teacher. Similarly, the cause standard requires here that the Respondent prove that its reasons for dismissal are substantial and contractually permissible in a situation where the dismissal is based on factors other than the fault of the teacher. The two issues which follow in this case are whether there was cause for non-renewal and whether the cause standard gave Burnson any right or preference for the Brill School position.

Part of the Complainants' attack on the management's decision to eliminate Burnson's teaching position relies on the potential results of other potential grievances which have never been resolved between the parties or litigated before the Commission. By way of additional background: the other teacher who was involved in the combination of Spanish teaching positions was Complainant Burnson's husband. Both of the Burnsons were hired by the Respondent at the same time, and both of them were hired as Spanish teachers and held assignments as teachers of Spanish. Mr. Burnson has taught Social Studies as well, and has held the status of Department Head for foreign languages in the Rice Lake High School. N.U.E. brought out during cross examination of witnesses during the hearing herein that Mr. Burnson may be stripped of his Department Head status during the 1975-1976 school year. Altogether, there appear to be potential grievances concerning Mr. Burnson's teaching load, the elimination of Mr. Burnson's status as Department Head, and the transfer of some of Mr. Burnson's social studies teaching duties to some other teacher, unnamed in this record, in the Rice Lake High School. N.U.E. argues that Mrs. Burnson's non-renewal could not be for just cause if violations of the rights of others had to be involved in the re-assignments which accompany the elimination of her teaching position. That line of argument could conceivably have merit, but it assumes some facts which are not in evidence. None of the other potential grievances has been resolved by findings of the violations alleged by the Complainants here. It is thus not established that there has been a series of violations to reach the case at hand. N.U.E. has, perhaps, put the cart before the horse here, and it did not seek to amend its pleadings herein to make the whole series of alleged

violations a part of the instant complaint proceeding. In fact, there is a strong inference drawn from the record that the other potential grievances had not even been filed at the initial steps of the grievance procedure at the time of the hearing in this case.

The collective bargaining agreement between the parties, and specifically Article IV, Section A, Subsection 5, of the agreement, makes it clear that the right to decide whether positions are to be eliminated or combined lies exclusively with the Board of Education of the Respondent. Furthermore, the record shows that the Board of Education had ample reason to make the combination of positions which is questioned here. Enrollment in the middle school Spanish program has declined to such an extent that two 19 minute "mods" in Spanish could be eliminated from the schedule. The record does not establish precisely how many Spanish classes remained in the middle school after the elimination of those two mods. However, in view of the fact that Mrs. Burnson had worked on only a one-half time basis during the 1973-1974 and 1974-1975 school years, it is inferred that the classes eliminated constituted a substantial portion of her remaining work load. The essence of the Complainants' argument requires substitution of the judgment of the Examiner for that of the Board of Education, and the Examiner does not find a contractual basis for a ruling that would declare invalid the Respondent's determination that there would not be enough remaining Spanish classes to justify the continuation of a Spanish teacher position in the middle school in 1975-1976. The Respondent did not violate the collective bargaining agreement by combining the middle school and high school Spanish teaching positions, and it had just cause to non-renew Mrs. Burnson's teaching contract in connection with such a combination and elimination.

The more complex question is whether the Respondent violated the collective bargaining agreement by failing to offer Burnson employment in the vacancy which developed at Brill School. It is evident that Mrs. Burnson had the minimum qualifications, by way of certification, to be considered as a legitimate applicant for the Brill School job. However, employment security which gives an employe whose position has been eliminated a right to any other available position for which he or she is qualified is a concept quite different from that provided in Article VII of this collective bargaining agreement. Such "bumping" or transfer rights are ordinarily associated with the protections afforded in the face of an employment cutback by seniority, layoff and recall provisions of a collective bargaining agreement. Such rights do not exist at common law and, absent at least a contractual suggestion that Article VII was intended to protect more than a teacher's right to a particular position, the Examiner cannot interpret Article VII as providing seniority - type protection to a teacher whose position has been combined with that of another.

Acceptance of the theory that Mrs. Burnson's contract was non-renewed by reason of layoff rather than dismissed for just cause does not, ipso facto, resolve this case. An employe who has been "laid off", as distinguished from "dismissed", commonly has some recall rights or preferences by virtue of that status. However, such rights or preferences are also a matter of contract where they exist and quite a broad range of arrangements are encountered, so as to indicate that no fixed set of rights would attach to Mrs. Burnson in this situation. For example, since Mrs. Burnson's contract was non-renewed in the first instance simply because there was a lack of work for her to perform, she might be entitled to that same position if it were to come into existence again. Alternatively, she might be entitled to take the job of any junior employe, who would then take the job of a junior employe, etc. until the most junior employe suffered the layoff. The central issue posed

in this case is the extent to which the principle of just cause for discharge can be expanded to provide rights ordinarily covered by separate but related provisions of a collective bargaining agreement. In the absence of any language in this collective bargaining agreement which establishes layoff and recall rights, the Examiner concludes that the just cause provisions of the agreement cannot be extended to provide the specific set of recall rights which the Complainants seek, which are: to be recalled to any available position for which the teacher qualifies on the basis of certification. The right to make an "involuntary transfer" lies with the employer here, and not with the employe, and there is no indication that the employer is obligated to make an involuntary transfer to avoid a layoff. The contract did not require the Respondent to give Burnson a right or a preference to the Brill School position, and she stood in the shoes of a new job applicant with respect to that position.

It is noted that Burnson was originally hired as a teacher of Spanish and not as an elementary school teacher. The decision to hire Burnson may well have been influenced by factors which would have unique application to Spanish instruction. The same decision, made several years ago, may also have been related to the number of qualified applicants for the Spanish teaching position at that time. These factors would not necessarily be identical to those which would go into a decision to hire an elementary school teacher for 1975-1976. This being the case, it would be inappropriate to require the Respondent to accept Burnson as an elementary school teacher simply because of its previous decision to hire her as a Spanish teacher. The right of an employer to select what person it wishes to employ for a particular position is a substantial right, and the contract here gives no indication that the Respondent has surrendered that right through the collective bargaining process.

Mrs. Krogstad has had a substantial amount of experience teaching on the elementary school level. In addition, she has taken college courses in team teaching and has some familiarity with team teaching through experience as a substitute teacher at Rice Lake. Burnson's teaching experience has been primarily as a Spanish teacher on somewhat higher grade levels, and she has had no training or experience in team teaching. The Association, in its brief, makes much of the fact that Superintendent King recommended Mrs. Krogstad for the position on the basis of a "hunch". The Respondent appears to have given little attention to the principles of "affirmative action", and the sympathies, if not the equities, in this case lie with Mrs. Burnson. However, the lines of jurisdiction between State agencies are sufficiently clear as to indicate that any claim as to racial or sex discrimination in connection with this case would properly be processed before the Wisconsin Department of Industry, Labor and Human Relations or before appropriate federal authorities rather than before the Wisconsin Employment Relations Commission. Accordingly, no attempt is made here to rule on the claims of discrimination which are suggested in this record.

CONCLUSION

Based on the foregoing, and the record as a whole, the Examiner concludes that the Respondent did not violate the collective bargaining agreement by combining the middle school Spanish teaching position with the high school Spanish teaching position, by its non-renewal of Complainant Burnson's teaching contract, or by its failure to offer the Brill School teaching position to Burnson.

Dated at Madison, Wisconsin this 24th day of December, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Marvin L. Schurke
Marvin L. Schurke, Examiner