STATE OF MAINE
KENNEBEC, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. AP-24-024

LISBON EDUCATION ASSOCIATION,

Petitioner,

v.

MAINE LABOR RELATIONS BOARD,

Respondent,

and

LISBON SCHOOL COMMITTEE,

Party-in-Interest.

RULE 80C DECISION & ORDER

Petitioner Lisbon Education Association ("LEA") seeks judicial review, pursuant to Maine Rule of Civil Procedure 80C and the Maine Administrative Procedure Act, 5 M.R.S. §§ 11001-11008 (2025), of a decision by the Maine Labor Relations Board ("MLRB" or "the Board") dismissing complaints brought by LEA against the Lisbon School Committee ("the Committee"). LEA argues the Board erred in finding the Committee did not engage in illegal anti-union discrimination when it declined to renew the teaching contract of Richard Beaule ("Mr. Beaule"), a probationary teacher who also was President of the LEA. For the reasons discussed below, the court affirms the Board's decision.[1]

[1] The court apologizes to the parties for the length of time this appeal has been under advisement.

BACKGROUND

Mr. Beaule was a music teacher at Lisbon High School from August 2021 through August 2023. R. 155. Beginning in the spring of 2022, he became President of the LEA and its chief negotiator. R. 168-69. Around that time, negotiations began between the school district and LEA for a new teacher contract. R. 170. Dr. Richard Green ("Dr. Green"), the Lisbon Superintendent, was the district's negotiator. R. 170, 173. After four or five formal bargaining sessions, negotiations broke down. R. 171-79. During one of the sessions, Dr. Green "castigated" Mr. Beaule for lacking enough experience to be able to negotiate the contract. R. 176. LEA believed the district was negotiating in bad faith. R. 180. Over the ensuing 2022-2023 school year, the parties engaged in formal fact-finding and mediation to try to resolve their points of dispute. R. 180-81.

The Committee hired Mr. Beaule as a probationary teacher for both the 2021-2022 and 2022-23 school years.[2] In April 2023, high school principal Susan McGee ("Ms. McGee") told Mr. Beaule that Dr. Green would not be nominating him for a continuing contract, meaning he would be separated from the district at the end of the school year. R. 5. In response, LEA filed two prohibited practice complaints with the Board, *see* R. 1-4, 76-79,[3] alleging the Committee's non-renewal of Mr. Beaule was motivated by anti-union animus in violation of 26 M.R.S. § 964(1)(A), (B) and (D) (2025).[4] R. 1-9; 76-79. The Board held an evidentiary

[2] New teachers have a two-year probationary period. 20-A M.R.S. § 13201(2) (2025).
[3] These complaints, Nos. 23-PPC-18 & 23-PPC-19, were combined for the Board's review.
[4] 26 M.R.S. § 964(1)(A) prohibits public employers from "[i]nterfering with, restraining or coercing employees in the exercise of the[ir] right[]" to join a union; 26 M.R.S. § 964(1)(B) prohibits public employers from discouraging union membership by discriminating in hiring or tenure; and 26 M.R.S. § 964(1)(D) prohibits public employers from discharging or discriminating against employees for participating in proceedings before the MLRB.

hearing over the course of four days—January 3, 4, 5, and 12, 2024—and the parties filed post-hearing briefs.

On May 23, 2024, the Board issued a decision dismissing LEA's complaints. R. 1491-1503. It applied a three-part test asking the following: (1) did LEA prove that Mr. Beaule's union-related conduct was "a substantial motivating factor" in his discharge; (2) if so, did the Committee prove by a preponderance of the evidence that Mr. Beaule's discharge was also based on unprotected activity, such that he would have lost his job regardless of his union activity; and (3) if the Committee met this burden, would LEA prevail nonetheless by demonstrating that the Committee's grounds were merely a pretext? R. 1495-96.[5]

Looking at the first question, the Board found "sufficient circumstantial evidence of anti-union animus" to conclude that the Committee's non-renewal of Mr. Beaule's contract was caused in part by unlawful discrimination. R. 1497. However, on the second step, the Board found the Committee had shown by a preponderance of the evidence that Dr. Green's decision not to recommend Mr. Beaule for a new contract "was at least partially based on unprotected activity" and he "would have made the same decision regardless of [Mr. Beaule's] protected activity." *Id.* On the third step, the Board found LEA had not met its burden to establish that the Committee's justifications were merely a pretext to discontinue Mr. Beaule's contract. R. 1498-1500. This Rule 80C appeal followed.

STANDARD OF REVIEW

[5] This framework, referred to as the "Wright Line" test, derives from the U.S. Supreme Court decision in *NLRB v. Transp. Mgmt. Corp.*, 462 U.S. 393 (1983). *See Me. State Emps. Ass'n v. State Dev. Off.*, 499 A.2d 165, 168-69 (Me. 1985).

A court may vacate an order of the MLRB "only if the record demonstrates that the agency abused its discretion, committed an error law, or made findings not supported by substantial evidence." *City of Bangor v. Me. Lab. Rels. Bd.*, 658 A.2d 669, 671 (Me. 1995); 5 M.R.S. § 11007(4)(C)(5). Evidence is substantial "when a reasonable mind would rely on [it] as sufficient support for a conclusion." *Bodack v. Town of Ogunquit*, 2006 ME 127, ¶ 6, 909 A.2d 620 (citation modified). An administrative decision will be affirmed if, "on the basis of the entire record before it, the agency could have fairly and reasonably found the facts as it did." *Seider v. Bd. of Exam'rs of Psychs.*, 2000 ME 206, ¶ 9, 762 A.2d 551.

A reviewing court "may not substitute its judgment for that of the agency on questions of fact." 5 M.R.S. § 11007(3). This is so even when the evidence could give rise to more than one result. *Dodd v. Sec'y of State*, 526 A.2d 583, 584 (Me. 1987). The existence of inconsistent evidence, by itself, is not grounds for a court to overturn an agency's decision. *Seider*, 2000 ME 206, ¶ 9, 762 A.2d 551. Rather, an appellant must show "the record compels contrary findings." *Kroeger v. Dep't of Env't Prot.*, 2005 ME 50, ¶ 8, 870 A.2d 566. Thus, a court may overturn an agency's findings "only if there is no competent evidence in the record" to support them. *Friends of Lincoln Lakes v. Bd. of Env't Prot.*, 2010 ME 18, ¶ 14, 989 A.2d 1128. The burden of proof is on the party seeking to overturn the agency's decision. *Seven Islands Lands Co. v. Me. Land Use Regul. Comm'n*, 450 A.2d 475, 479 (Me. 1982).

DISCUSSION

This appeal boils down to whether there was sufficient evidence to support two factual findings made by the Board: first, that the Committee's decision not to renew Mr. Beaule's contract was based at least partially on concerns it had about his job performance and would

have been the same regardless of his union activities; and second, that these grounds were not merely pretextual. Giving deference to the Board's role as factfinder, the court affirms these findings.

A. Job Performance

Mr. Beaule's appeal focuses on the Board's statement: "Most significantly, the record contained numerous, undisputed examples of problems in the Teacher's performance." R. 1497. He takes issue with the Board's use of the word "undisputed," arguing that, because "all the evidence relied on by the MLRB was actually disputed forcefully by the LEA," the Board "clearly misapprehended the evidence and made assertions for which there is no competent evidence." Pet'r's Br. 6 (emphasis in original). This argument tips Mr. Beaule's hand. If the evidence relating to the Committee's consideration of Mr. Beaule's job performance was "disputed forcefully" before the Board, it stands to reason that the Board *had evidence* on which to base its finding concerning the Committee's action.

As for the Board's choice of language, Mr. Beaule is right that the word "undisputed" is not accurate. However, that does not matter for this appeal—there was competent evidence in the record to support the Board's finding that the Committee's decision not to renew Mr. Beaule's contract was based in part on his job performance and would have been the same regardless of his union activities. Dr. Green testified he relied on his observations of Mr. Beaule and assessments by the Principal, Ms. McGee, and the district's Curriculum Director, Julie Nichols, in deciding not to recommend Mr. Beaule for renewal. R. 1495. Their concerns included:

- Students were not properly engaged by Mr. Beaule, R. 420-21, 440-41, 442-43, 445, 465-66, 597-98;

- He lacked assessment strategies to ensure students were learning properly, R. 437-38, 447, 659;

- He did not complete documentation required for his position as a Curriculum Team Leader for the Music Department, R. 412, 530;

- He missed some meetings, left some meetings early, and was found to be inattentive and frequently disengaged and on his phone during meetings, R. 431, 587, 721-22, 805, 806-07, 808, 810-14, 889, 1234;

- He failed to follow protocol on several occasions, including leaving the building without proper notice, failing to request a substitute in a timely manner, not leaving substitute plans when he was absent, using a librarian to cover his class, excusing students from class without authorization, and leaving outside doors propped open in violation of school safety standards, R. 724, 767, 885, 587-88, 817-18, 819-20;

- He occasionally failed to submit grades on time and used a lax grading standard, R. 453-55, 821-23;

- He was missing proper documentation of some student assignments and student conferences, R. 823-24;

- He failed to submit a budget for the music department, and he had a months-long delay in starting an after-school music program for which he was receiving a stipend, R. 401-02, 414-15, 417, 1235; and

- The Principal offered to meet with Mr. Beaule in both his first and second years to discuss his performance, but he did not take her up on these offers, R. 801-02.

LEA tries to refute this evidence on a point-by-point basis. Pet'r's Br. 5-10. However, while the court respects its strenuous disagreements with the Board's conclusions, it cannot say they lack support in the record. On a Rule 80C appeal, the court acts in an appellate role in which it "may not substitute its judgment for that of the agency on questions of fact." 5 M.R.S. § 11007(3). The Board conducted an extensive hearing, and there is competent evidence to support its finding that the Committee declined to renew Mr. Beaule's contract

based in part on his job performance and would have done the same regardless of his union activities. On this record, the standard of review presents a serious obstacle to LEA's arguments.

B. Pretext

LEA offered evidence to show the Committee's justifications for choosing not to renew Mr. Beaule's contract were pretextual. R. 1497-98. However, the Board rejected it, finding that any inconsistencies in the Superintendent's approach toward Mr. Beaule were "relatively minor," were "not compelling in the context of the whole record," and were "not convincing evidence of pretext under these circumstances." R. 1499. The Board acknowledged there was "evidence to infer some anti-union motivation" on the Committee's part, but it was outweighed by the "substantial evidence in the record that the Superintendent had legitimate reasons for making the decision he did and that it would have happened regardless of the Teacher's protected activity." R. 1499-1500. The court cannot say there was "no competent evidence" to support the Board's finding; therefore, it must uphold it. *Friends of Lincoln Lakes*, 2010 ME 18, ¶ 14, 989 A.2d 1128.

CONCLUSION

For the foregoing reasons, the entry is: the Maine Labor Relations Board's decision dated May 23, 2024, is AFFIRMED.

The Clerk is directed to incorporate this Decision into the docket by reference pursuant to Maine Rule of Civil Procedure 79(a).

Dated: 9/17/25

Daniel J. Mitchell
Justice, Maine Superior Court