

LEGAL ASPECTS OF ADVERSE EMPLOYMENT ACTION AGAINST
K-12 PUBLIC SCHOOL PRINCIPALS: FACT PATTERNS,
OUTCOMES AND TRENDS

by

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ABSTRACT

There has been little research regarding adverse employment actions against public school principals. Principals are dismissed, demoted, or transferred, not only for low accountability test scores but for a variety of reasons that may or may not affect test scores. The legal ramifications of these adverse employment actions have resulted in various court rulings.

The purpose of this research was to examine adverse employment actions against public school principals to determine fact patterns, outcomes, and trends. Cases studied from 1982-2009 provided the basis for the development of principles to advise district-level administrators as they contend with the legal consequences of administering adverse employment actions against problem principals.

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CHAPTER 1

INTRODUCTION

The Massachusetts General School Law of 1647, better known as the Old Deluder Satan Act, was one of a series of legislative acts directed at public education in the Massachusetts Bay Colony (Shem, 2005). Provisions of the law required earmarking of tax dollars for education in cities whose population had at least 50 families. Provisions required schoolteachers to receive a portion of the tax dollars for the express purpose of teaching reading and writing to children. Another provision of the law required all towns with 100 or more families to build a grammar school for the express purpose of preparation for college.

The Old Deluder Satan Act never mentioned who would run the school, such as a principal, or who would make sure the teacher was teaching the prescribed curriculum (Stern, 1978). In fact, schools were a simple operation at that time and the teacher was in total control of the school, handling all administrative duties, discipline, and instruction.

Statement of the Problem

Schools have developed into increasingly complex organizations since the days of the Old Deluder Satan Act. Today, schools are multifaceted organizations and their leadership matters (Hoy & Miskel, 2005). Therefore, it matters that district leadership has an understanding about situational history surrounding the discard of a principal who is not performing adequately.

Purpose of the Study

The purpose of this research was to examine adverse employment actions against public school principals to determine fact patterns, outcomes, and trends in those cases, and to develop principles to advise district-level administrators. The time period used for this research was 1982-2009.

Significance of the Study

Past research (Fleming, 1978) has documented adverse employment actions against school employees in general. However, there has been little research regarding adverse employment actions against school principals. Principals are dismissed, demoted, or transferred, not only for low accountability test scores, but also for a variety of reasons that may or may not affect test scores. The legal ramifications of these adverse employment actions have resulted in various court rulings that leave district level administrators searching for a set of principles to guide them as they grapple with the process of adverse employment actions against principals who are not meeting expectations.

Matthews (2002) estimated one-third of all principals leave their positions involuntarily. Additionally, Matthews estimated 50% of superintendents' adverse employment actions against principals were dismissals, transfers to other administrative positions, resignations in lieu of firing, or nonrenewal of contracts. Very little research has been written regarding adverse employment decisions against principals that may prompt legal actions. This research seeks to fill that void in the research.

Research Questions

1. What are the fact patterns in court cases involving adverse employment actions against public K-12 School principals?
2. What are the outcomes of court cases involving adverse employment actions against public K-12 school principals?
3. What are the trends of court cases involving adverse employment actions against public K -12 school principals?
4. What principles for district level administrators may be discerned from court cases involving adverse employment actions against public K-12 school principals?

Assumptions

This study was based upon the following assumptions:

1. All relevant cases were located using West Key Number System.
2. The key number confined all cases to the topic of adverse employment actions against public K-12 school principals.
3. All the relevant cases between 1982 and 2009 were sufficient to the purpose.

Limitations

The study was limited to the following:

1. The study was limited to adverse employment action against K-12 public school principals from 1982 to 2009.
2. The study was limited to cases identified in West's Digest System under Key Number Schools 147.28.

Definitions

Adverse employment action--an employer's decision that substantially and negatively affects an employee's job, such as a termination, demotion, or pay cut (Black, 1999, p. 54).

Brief--a legal statement setting out the legal contentions of a party in litigation (Black, 1999, p. 186).

Case analysis--techniques required to make predictions concerning the applicability of opinions (Statsky & Warnet, 1984, p. 5).

Citation--information about a legal document that will enable the researcher to find the document (Statsky & Warnet, 1884, p. 28).

Dismissal--termination of an action or claim without further hearing (Black, 1999, p. 482).

Disposition--What happen as a result of the court's holding in the opinion (Statsky & Warnet, 1984, p. 195).

Holding--The answer to the issue provided by the court (Statsky & Warnet, 1984, p. 171).

Issue--The legal question that is being addressed (Statsky & Warnet, 1884, p. 160).

Key facts--Information describing a thing, occurrence, or event that enables the researcher to identify a specific circumstance involved (Statsky & Warnet, 1984, p. 121).

Litigation--the process of carrying on a lawsuit (Black, 1999, p. 944).

Reasoning--A rationalization detailing why the court made that specific decision (Statsky & Warnet, 1984, p. 175).

Organization of the Study

Chapter 1 contains an introduction to the study. It includes a statement of the problem, purpose of the study, significance for the study, research questions, assumptions, and limitations of the study. Chapter 2 contains a review of the related literature that includes an overview of the history of the principalship, current principal's roles, legal status of principals, principals under the tenure system and principals under the contract system. Chapter 3 contains the methodology and procedures used in the study. Chapter 4 contains briefs of cases and analysis of cases. Briefing cases involves citations, facts, issues, holdings, reasonings, and dispositions. Chapter 5 contains a summary, conclusions, and principles for district superintendents.

CHAPTER 2

REVIEW OF LITERATURE

Introduction

Philbrick (1885) completed a Circular of Information for the Bureau of Education of the United States describing the condition of schools. The purpose of the Circular was to help improve city school systems across the United States by examining best practices and generalizing those practices across city school systems. Philbrick encouraged city school systems to adopt tenure for teachers. At that time, New York and Brooklyn were the only systems in the United States with tenure laws.

A 1929 study by the New Jersey commissioner of education, Charles Elliott, indicated that principals should be included under tenure laws (Elementary School Journal, 1929). The commissioner decided that local school Boards could not legally suspend principals who have gained tenure. Before the 1929 decision by the New Jersey Commissioner, Philbrick (1885) revealed a legal quorum had to be present and every trustee had to vote for removal before a principal was terminated.

Current Views of the Principalship

Views on the role of principals changed over time, as expectations and the development of the position increased. Current views on the role of the principal are multifaceted. Gill (2006) suggested effective principals use different roles and continue to add various techniques to their practice. Deal and Peterson (1999) described the current roles of principals as always alert to the

deeper issues agitating beneath the surface of activity as they struggle to figure out what is happening. Once principals figure out the situation, they ponder whether and how to shape and reshape existing realities. Current views suggest successful principals are often referred to as visionaries, they frequently promote innovation and change, they are instructional leaders who set high expectations for students and teachers, they practice shared decision-making, and they maintain a safe and orderly learning environment (Davis, 1997).

Gill (2006) indicated the current roles of the principal listed by Davis are those of transformational leaders. The role of transformational leaders is to do more than just transact with subordinates, they make a significant difference to people's development and motivation. The two major thinkers in transformational leadership, Bass and Avolio, emphasize the roles of transformational leaders are to achieve performance beyond expectations (Gill, 2006). Another role of a transformational leader is to stimulate followers to go beyond their own self-interest and take into account the interest of the organization, society, or the greater good of the group. Another role of transformational leaders is to impact empowerment, motivation, and morality. In addition, transformational leaders use one of the four "T"s (Gill, 2006):

1. Individualized consideration by listening--identify individual concerns, needs, and abilities and try to match challenges and opportunities for each individual.
2. Intellectual stimulation to question the status quo--present new ideas to followers and challenges them to think innovatively.
3. Inspirational motivation to communicate a clear vision of the future--align organizational goals with followers' personal goals so that both can be achieved.
4. Idealized influence to express confidence in the vision-- take personal responsibility for actions; display a sense of purpose, determination, and persistence; and trust in people.

Leithwood (Marzano, Waters, & McNulty, 2005) developed the transformational model of school leadership, to inform leadership practice. Leithwood (1992) believed that school restructuring needed to start from the bottom up. Marzano et al. identified two kinds of changes needed for school restructuring. First order changes include improving the technical and instructional activities of the school. Second order changes include building a shared vision, improving communication, and developing a collaborative decision-making process, all of which are reflective of transformational leadership roles (Marzano et al., 2005). Gill (2006) emphasized that transformational leaders tend to use several leadership roles to affect change in the organization: consultative, participative, delegative, and directive.

Current views of principals' effect on school organization are clear. According to Hoy and Miskel (2005), effective schools are led by principals who are effective decision makers. The effect is indirect and occurs when the principals manipulate internal school structures and processes by allowing others to participate in the decision-making process. In addition, a study conducted by Hoy and Woolfolk (1993) revealed that the overall health of the school organization is directly linked to the principal's efforts that are friendly, supportive, open, collegial, and amenable to participative decision making.

One method of allowing others to participate in the decision-making process is distributed leadership. Gronn (2002) described three important forms of distributed leadership which will develop over time in organizations that are making a concentrated effort toward this form of leadership: (1) collaboration engagement before decision making, (2) colleagues working in unison to make decisions, and (3) institutionalized organizational structures either by design or by adaptation to encourage decision making by school personnel other than the principal. Spillane (2006), another researcher in the distributed leadership practice, describes a

new way of thinking about leadership. Spillane describes leadership decision making as a framework for leaders to evaluate their own leadership practices and move away from the age-old theory that school leadership decisions start and finish at the principal's desk.

Another method principals may employ to determine when to allow others to participate in the decision-making process is the Hoy-Tarter simplified model (Hoy & Miskel, 2005). The Hoy and Tarter model assists principals in answering four important questions: (1) Under what conditions should the leader involve subordinates in decision making? (2) To what extent should subordinates be involved? (3) How should the decision-making group be structured and function? and (4) What is the role of the leader in participative leadership?

Another study that reflects current views on the principal's role was conducted by Hoy, Gage, and Tarter (2006). The study indicated that positive leadership is pivotal in promoting mindful and productive school organizations. Principal mindfulness is critical and needful in encouraging faculty to play with ideas, to create novelty in their classroom, to feel safe, to take reasonable risks, to experiment, and to be resilient. The study revealed 10 ways a principal can achieve a healthy school organization through mindfulness.

1. Restate goals as failures that must not occur.
2. Create an awareness of vulnerabilities in the school.
3. Inculcate humility so educators are not blinded by success.
4. Welcome the bad days; they provide learning experiences.
5. Create a mistake-friendly learning atmosphere.
6. Cultivate skepticism in the school by constantly questioning information.
7. Reinvent the wheel periodically.
8. Embrace uncertainty; teacher become aware that little is certain in school organization.

9. Test your assumptions.
10. Encourage competing explanations of ideas.

Current views reveal that the principal's position is not only complex but vulnerable to a variety of political, organizational, and performance-related pressures. Davis (1997) reveals five reasons given by superintendents why principals are dismissed:

1. Principal's failure to communicate in ways that build positive relationships with parents, teachers, students, and/or colleagues.
2. Principal's failure to make good decisions and judgments that reflect a thorough understanding of school issues and problems, and their relative importance.
3. Principal's inability to build a strong base of support among teachers, parents, and/or community agencies.
4. Principal's failure to effectively manage the diverse political demands of the job and pressures placed on the school by various members of the school and community.
5. Principals lose their jobs when they fail to establish trust and confidence among parents and teachers by trying too hard to please everybody. (pp.75-78)

An increasing body of research is dispelling current views that principals increase student achievement. Heck (2000) revealed that principal leadership has measurable influence on student achievement; however, the effects are indirect and occur when principals manipulate internal school structures that are directly connected to student learning. Research by Hoy, Tarter, and Hoy (2006) revealed that there is little or no direct relationship between principal leadership and student achievement. Hoy et al. argued that the academic emphasis of the school is more critical than the influence of the instructional leadership of the principal. In fact, Hoy et.al found that

instructional leadership worked indirectly through academic emphasis to influence student achievement.

Role of the Principal

Teaching is one of the oldest professions, but the principalship is a new construct compared to that of the profession as a whole. The position of principal was originally a dual position known as head teacher (Shem, 2005). Shem noted the first instance of the title principal was from the minutes of the Board of Education of Albany, New York in 1867. The Board decided “principals” in the district would get extra compensation for making fires in their schools during the winter. Shem further noted the position of principal was not a purposeful creation; instead, the position developed over time as four factors in education forced the development: (a) population growth of cities, (b) grading of schools, (c) removing teaching as one of the roles of principal, and (d) establishment of the Department of Elementary School Principals in 1921.

Principals were the first to act as supervisors in graded urban schools. The role of principals included teaching, maintaining attendance records, managing school supplies, and building upkeep. Tyack (1974) pointed out, during the decade of the 1890s, superintendents were the only people in school districts who did not teach; however, superintendents began to delegate some of the building-level responsibilities to the principal and the teaching aspect of the principal position diminished.

The role of the principal rapidly changed each decade. Shem (2005) described the development of principals’ roles during the century of the 1900s, starting with the decade of the 1920s. The role of the principal during the 1920s was viewed as that of a value broker.

Principals' roles included organizing curriculum, helping teachers develop teaching strategies, observing classroom teaching, and developing skills as a social leader. Murphy (1998) described the role of principals during the 1920s as a spiritual leader with emphasis on eternal wisdom and moral judgment.

The spiritual leader of the 1920s gave way to the scientific manager of the 1930s (Shem, 2005). Principals' roles were that of a business executive with major administrative responsibilities backed by scientific methods. The business principles of budgeting, maintenance, and pupil accounting were the top roles of the principal. Principals looked to research to resolve their problems. School leaders expected to make informed decisions using current research.

Nationalism of the 1940s reflected the current thinking of principals (Murphy, 1998). The role of the principal was to make sure students were prepared for productive living and to take their place as contributing citizens in society. School leader responsibilities included curriculum development, shared decision making, and working cooperatively with teachers to change instructional strategies, to meet the needs of a country at war. The principal became less of a director, as in the 1930s, and more of a coordinator of human relations.

The theory-guided school leader of the 1950s combined the scientific management approach of the 1930s with the human relations approach of the 1940s (Shem, 2005). Principals were expected to manage the school using sound scientific business methods, while at the same time cultivating a cooperative working relationship with teachers. Empirical data to support teaching strategies used in the classroom were used as supporting evidence of sound practices. In addition, principal roles included delegation of menial tasks to office staff, in an effort to spend more time taking care of the details of the school. Principals of this time spent more time on the details of running the school than on the larger picture of leading the school.

The social upheaval of the 1960s witnessed a shift in the role of principals and their legal status (Shem, 2005). Principals of the early 1960s become bureaucrats who held power similar to that of a factory boss. Principals approached their roles from a technical viewpoint and relying on scientific strategies to reach measurable outcomes. Shem (2005) revealed that principals became dissatisfied with their roles when they began to recognize the tenuous position of reporting to stakeholders inside and outside of education. The principalship witnessed a major shift during the 1960s from management to more humanistic instructional and community-relation approaches. Toward the latter end of the 1960s, principals experienced an increase in legal actions that called into question the legal status of principals.

Kafka (2009) revealed that principals of the 1970s were expected to manage federally sponsored programs, curricular initiatives, and maintain these programs at a high level of efficiency. Kafka revealed a new perspective on the principalship, with the principal as change agent, which began to emerge toward the end of the 1970s. According to Shem (2005), duties of the principal during the 1970s included collaboration, shared decision making, and setting school structures to support meaningful learning.

Kafka (2009) also stated that research on effective schools was responsible for principals of the 1980s being called upon to be instructional leaders. Principals were expected to be visionaries with a mission and a plan of how to achieve the vision for the school (Shem, 2005). Kafka (2009) used the term “change agent” to define principals who were effective at implementing the school vision and making it a reality (Kafka, 2009).

A movement toward reaching out to external stakeholder became an integral part of the principal’s duty in the 1990s (Shem, 2005). The principal was expected to do more than teach what schools were all about. They were also expected to develop strong partnerships between

school and community. Kafka (2009) revealed that principals of the 1990s were expected to be all things to all people and to accomplish more with little support. Kafka further stated that the pressures may be new but the degree to which schools and principals are expected to resolve society's educational inequities are not new. In order to resolve educational inequities, Scheurich and Skrla (2003) encouraged principals to build capacity in teachers to successfully teach all students. Scheurich and Skrla further encouraged principals to build capacity in all stakeholders by sharing the vision created by the leadership team.

Legal Status of Principals

The legal status of the principal became increasingly vague and tentative during the 1960s. As the chief executive officer of the school, principals came increasingly involved with a number of lawsuits that, in part, questioned the legal status of the office of principal (National Association of Secondary School Principals, 1973). The National Association of Secondary School Principals (NASSP) commissioned a survey to determine the legal status of principals in each state. NASSP (1973) surveyed 50 states and the District of Columbia to ascertain the existence of specific legislation or administrative regulations aimed at defining the legal status of principals. Four categories were developed from the results of the survey: (a) the basic element of legal status is recognized; (b) specific duties, responsibilities, and school codes mention the principal, but no legal identification exists to support the principal in case of legal challenges to the rights of the office; (c) the office of the principal is occasionally mentioned in the state code but the principal is not legally defined and is classed as a teacher; and (d) the office of the principal has clearly not attained legal status and is covered as a teacher. The office of the principal is seldom referred to as a separate entity.

Table 1, which is divided into four categories, presents the state-by-state legal status of principals in 1973 (NASSP). Category A lists 15 states that provide legal distinction for the principalship. Category B lists 6 states that have various codes that refer to the principalship or the authority of the principal. Category C lists 18 states that have ratified codes that indicate the authority of the principal; however, the definition of principal differs among the 18 states. The majority of the states in Category D have codes that periodically signify an office of the principal, but to a large extent the authority of the principal is omitted from the code. Three southern states are among the states in category D but Alabama was the only southern state that classified teachers and principals under the same category. Overall, the legal status of principals was inadequate in the code of most states.

Table 1

Legal Status of School Principals

Category A	Category B	Category C	Category D
California	Florida	Arizona	Alabama
Colorado	Maryland	Georgia	Alaska
Hawaii	Ohio	Indiana	Arkansas
Illinois	Pennsylvania	Kansas	Connecticut
Massachusetts	West Virginia	Louisiana	Delaware
Michigan		Missouri	Idaho
Mississippi		Montana	Kentucky
New Hampshire		Nebraska	Maine
New Jersey		New York	Minnesota
North Carolina		Oklahoma	Rhode Island
North Dakota		Oregon	Utah
Texas		South Carolina	Washington
New Mexico		South Dakota	
Virginia		Tennessee	
District of Columbia		Wisconsin	
		Wyoming	

However, as states begin to adopt statutes and provisions for principals' contracts (Doob, 1974), major clauses and provisions were included to reflect the local standards. Additionally, according to Doob (1974), most local contracts included provisions for academic certification, physical health requirements, salaries, oaths of allegiance, and educational work experience. Some state and local school districts include categories and stipulations that address restrictions on outside activities which might negatively affect job performance, buy-out provisions as well as termination agreements, amendments of contracts, and resignations.

Principals' contracts evolved over the years to include a wide variety of protections and benefits. In 1975, the American Association of School Administrators published an administrator's bill of rights (Shannon, 1975). The goals were to attain professional and economic well-being for school administrators and to protect professional rights and responsibilities. School administrators' whose employment contracts were not renewed had little or no recourse; however, that is not the case when school Boards attempt to demote or dismiss school administrators during a contractual period (Shannon, 1975).

During the contractual period, school administrators have three options when faced with adverse employment actions, according to Shannon (1975):

- (1) Fight to retain the position. Before fighting to retain employment, the school administrator must recognize following consequences: (a) the effect on personal and family health; (b) rumors that place the school administrator's children and spouse on the firing line, as well as the effect on long-term employability; (c) recognition that school administrators have not won such disputes in the past; and (d) school districts can do nothing and allow the contract to end without renewal.
- (2) Accept a lesser position with the school district. Accepting a lesser position in the district depends greatly on the circumstances of the dispute. If the dispute was acrimonious, the school administrators may decide on another course of action; on the other hand, if a sense of civility permeated the breakup, accepting another position within the district may benefit everyone.
- (3) Resign and seek other employment. The school administrator may determine that the relationship with the district is not in the best interest of either party; therefore, rather

than risking bad publicity, which will hinder further employment, the school administrator accepts a buyout and seeks other employment. (pp. 10-11)

In order to provide school administrators with a set of guidelines to ensure fair and reasonable job security, Shannon (1975) developed a bill of 10 rights for administrators. The 10 rights overlap and are interrelated but present an impressive set of principles to consider. These rights include:

1. The right to a specific and complete written description of professional duties and responsibilities.
2. The right to a full and impartial evaluation of professional performance on a regular and continuing basis.
3. The right to constructive counseling on a regular and continuing basis to upgrade performance.
4. The right to participate in an administrative staff in-service training program to improve professional performance in the present position and establish a basis for increased responsibilities in the future.
5. The right to be furnished a list of reasons when dismissal, demotion or non-reemployment is proposed.
6. The right to a fair, but private hearing before the school Board prior to dismissal, demotion or non-reemployment.
7. The right to a private review by the professional school administrator association of all the facts and judgments resulting in a proposal to demote, dismiss or not to renew employment.
8. The right to adequate compensation for providing the socially important, complex and learned professional service.
9. The right to a voice in district administrative policy making consistent with the management position and unique individual experience and expertise.
10. The right to be accorded the respect and dignity due a member of an honorable and learned profession and an individual, sensitive, human being. (pp. 18-23)

A year after Shannon published the bill of rights for principals, Epstein and Hersey (1976) developed a model contract for principals, which seems to cover the broad areas of the bill of rights developed by Shannon. The contract provisions established procedural due process rights that protected principals against unsystematic adverse employment actions.

1. Responsibilities. The principal shall be governed during the employment by the policies, rules, and regulations of the Board and shall fulfill all the duties and responsibilities of the position of principal as described by the Board's policies.

2. Termination by mutual consent. By mutual written agreement, the Board and the principal may terminate a contract without penalty or prejudice. A 30 day notice must be given prior to the termination.
3. Contract renewal. Prior to the end of the first year of a contract, the Board may offer and the principal accept a renewal of the contract. Prior to the end of the second year and before May 15, the Board must offer the principal a contract or non- renew the principal. Failure of the Board to notify the principal of its intent not to renew the contract on or before May 15 shall be deemed an offer of continued employment.
4. Contract termination. When just and sufficient cause exists, the Board may terminate the contract and discharge the principal from employment.
5. Assignment. The principal may be assigned to any particular building, location, or department within the school district. (pp. 2-4)

Pierson and Bennet (1991) described their bill of rights for principals to members of the National Organization on Legal Problems of Education. A particular reoccurring problem in education they alluded to was the lack of statutory protections afforded principals relative to employment protection and procedural due process before their termination or reclassification. In order to protect principals from the whims of superintendents and school Boards, Pierson and Bennet encouraged principals to obtain the following procedural and due process provisions in writing:

1. A meaningful job description that clearly indicates whom the principal reports.
2. Evaluation instrument and procedures along with method of resolution of complaint with respect to job performance.
3. Given an opportunity to improve in areas classified as weaknesses before dismissal or demotion.
4. A right to written notice of any charges that may give rise to dismissal or demotion forwarded t the principal by certified mail to the principal's home address.
5. The principal have right to counsel of choice paid for by the principal.
6. The right to present and cross: examine witnesses.
7. A record of any proceedings should be taken, with the cost being equally paid by both sides.
8. The principal should receive a hearing before an impartial Board of education who has not issued the notice of dismissal or demotion.
9. The principal should receive the results of the proceedings in writing. (pp. 11-15)

Principals with Tenure

Tenure for public school employees slowly gained acceptance, and by the 1940s 70% of public school employees across the nation had some form of tenure. By the mid-1950s, the percentage of public school employees with tenure had grown to more than 80% (Kersten, 2006). Most tenure laws granted principals the same protections as those of teachers. Generally, most states with tenure laws follow the same due process procedures. For example, the state of Connecticut grants tenure to all teachers and other certified professionals, under the rank of superintendent, who have 40 school months of continuous employment with the same Board if rehired for the following school year (Lohman, 2002).

After a principal has gained tenure, any adverse employment action must follow certain due process procedures. State statutes demand very specific steps for terminating a tenured principal. The term dismissal refers to termination for cause of any tenured school employee. When an employee is on continuous service contract, a school Board cannot base dismissal on reasons other than those specified in the law (McCarthy, McCabe-Cambron, & Thomas, 1998). The basis for dismissal in statutes may vary from state to state and exhibit a wide range, from an extensive listing of individual grounds to a simple statement declaring dismissal must be based on cause.

McCarthy et al. (1998) developed a short list that is inclusive of most states' tenure laws: (a) incompetency, (b) immorality, (c) insubordination, (d) neglect of duty, (e) unprofessional conduct, (f) unfitness to teach, and (g) other good and just cause. The catchall phrase, other good and just cause, is used to cover unexpected matters; however, school Boards must be careful when using this phrase as grounds for dismissal. Dismissal under good and just cause has been viewed as vague and broad and courts have been left to determine whether the phrase is separate

from the other causes or an expanded cause (McCarthy et al., 1998). In *Wheeler v. Mariemont City School District*, the school Board terminated a tenured teacher's contract when the teacher refused to report to work during a labor dispute (McCarthy et al., 1998). The Ohio appellate court concluded that other good and just cause was separate and distinct from the other causes listed in the statute.

In a similar view, The Second Circuit Court of Appeals found in *diLeo v. Greenfield* that other due and sufficient causes was a ground for dismissal when a teacher repeatedly humiliated and harassed students. School administrators had met with and discussed the problem with the teacher. Therefore, the court concluded that the teacher was aware of the impropriety of his conduct (McCarthy et al., 1998). In general, courts have sided with school Boards when vague and broad phrases are used to terminate teachers, as long as the statutes reflect the phrases as being separated and distinct from other causes listed (McCarthy,et, 1998).

A study of statutory causes of teacher dismissal conducted by Swader (1997) revealed a comprehensive list of reasons for dismissal that is similar in nature, similar across school districts, and similar by states. In addition to Swader's study, Owens-Catchings (2000) conducted a study aimed specifically at causes of dismissal of public school principals. The study by Owens-Catchings is a precursor to this particular study.

Principals under tenure laws have the same procedural safeguards as teachers. Nineteen states (see Table 2) grant principals some kind of substantive tenure in their administrative position (Gluckman & Koerner, 1990)

Table 2

States that Grant Tenure to Principals

State	State
Alabama	Massachusetts
District of Columbia	Michigan
Florida	Nebraska
Georgia	Nevada
Hawaii	New Jersey
Iowa	New York
Louisiana	North Carolina
Oregon	Pennsylvania
South Dakota	Washington
West Virginia	

Note. Table was developed from list provided by the National Association of Secondary School Principals (1990).

Provisions regarding the length of the probationary period for new principals must serve before tenure is granted, and the steps for dismissal vary from state to state. Louisiana is the only state that grants tenure to principals and excludes other supervisory personnel, including assistant principals (Gluckman & Koerner, 1990). While specific provisions vary from state to state, there are similar statutes regarding the types of procedures before dismissal is final. Nearly all state statutes include some type of provisions that mandate protections that allow for notice of intent to dismiss, an explanation of the rationale for termination, and a hearing that gives the principal an opportunity to challenge the charges. However, the key factor in any tenure statute is the substantive requirement that dismissal can occur only for cause as outlined in the statute (Gluckman & Koerner, 1990). The following excerpt from Section § 16-11-17 *Code of Alabama* (1975) is an example of a principal tenure statute: the city may suspend or dismiss any principal or teacher or supervisor or attendance officer or other regular employee appointed on the written recommendation of the city superintendent of schools for immorality, misconduct in office,

incompetency, willful neglect of duty or when, in the opinion of the Board, the best interest of the schools may require. Section § 16-11-18 *Code of Alabama* provides a similar list for county school systems.

Procedural Protection for Principals

Principals who are not granted full substantive tenure rights are sometimes provided with procedural safeguards. Procedural safeguards for principals are not the same as teacher tenure. Principals' procedural safeguards are specifically for principals and enacted by state legislatures to protect principals who are threatened with termination. States that stress these types of procedural protection for school administrators are Indiana, Kansas, Kentucky, Mississippi, New Hampshire, Rhode Island, and Virginia (Gluckman & Koerner, 1990). Procedural statutes are comparable and at a minimum require a notice period, a written statement of the reasons for termination, a hearing in which the principal is afforded an opportunity to present evidence in his or her favor, and a right to have legal representation at the hearing. A section of the Rhode Island code is indicative of that state's statutes aimed at protecting principals. Rhode Island General Law Section § 16-12-1-1 states:

The general assembly recognizes that administrators are not members of teacher collective bargaining units and, therefore, are not protected by the terms of teacher bargaining agreements. While clearly intending neither to interfere with the discretion of school committees to choose those who shall administer local schools nor to grant tenure to school administrators, the general assembly deems it necessary to the orderly and effective functioning of public education to inform school administrators of the bases or reasons for their suspension, dismissal or nonrenewal of their employment relationship and to afford administrators an opportunity to be heard before the school committee. Full disclosure of the bases or reasons for suspension, dismissal or nonrenewal and the hearing which may follow, while providing administrators and school committee a meaningful hedge against mistaken or impermissible actions as well as an opportunity to question and confront those individuals whose judgment or allegations furnish the bases for the action taken, and ultimately intended to erase harmful innuendo from ay

suspension, dismissal or nonrenewal of an administrator. (Gluckman & Koerner, 1990, p. 3)

The problems associated with procedural statutes include principal removal without cause, principal reassignment without cause, a local school Board conducting a principal's hearing, and the same Board being the employer of the superintendent who recommended the termination or reassignment. Gluckman and Koerner (1990) suggested that principals should always take the opportunity to present his or her position before the school Board, because it is the procedure outlined by statute and it may establish a basis for further appeals.

Principal Tenured as a Teacher

In some states, principal tenure as an administrator may not exist nor are principals granted procedural safeguards. However, principals may gain tenure as a teacher. According to Stern (1978), in states that grant principals tenure as teachers, the courts have generally held that principals can be reassigned to the classroom without cause. Principals who are reassigned to the classroom maintain procedural safeguards in the new position and the reassignment is viewed as a demotion in terms of prestige, responsibility, and salary. Murray and Murray(1999) indicated that tenure laws protected principals from dismissal as teachers but left their status as principals to the discretion of superintendents and school Boards. Table 3 lists 23 states that grant principals tenure as a teacher.

Table 3

States that Grant Principals Tenure as a Teacher

States	States	States
Alaska	Indiana	Oklahoma
Arizona	Maine	Rhode Island
California	Maryland	Texas
Colorado	Montana	Tennessee
Connecticut	New Hampshire	Utah
Delaware	New Mexico	Vermont
Idaho	North Dakota	Wyoming
Illinois	Ohio	

Note. Table developed from list provided by the National Association of Secondary School Principals (1990).

Transfer and Demotion of Principals

Transfer or demotion of an employee is within the prerogative of the school Board, and is normally decided in a legal meeting. The superintendent recommends these types of employment actions and the school Board may approve the recommendation. The results of the Board's action may give rise to an adverse employment action. Determining whether transfers or demotions constitute some type of statutory procedural due process frequently involves some type of ruling by the courts (Beckham, 1983). Principals under tenure benefit from the same procedural due process as other educational employees. The issue in most cases is whether or not the transfer was a demotion(1983). According to Zerkel and Gluckman(1981), three actions must take place in order for a transfer to reach the threshold of a demotion and trigger due process procedures. The three actions are reduction in responsibility, reduction in prestige, and reduction in salary. For example, a school principal was reassigned to director of an alternative school program. A lower court decided that the principal's transfer reduced his prestige and responsibility, although the principal was given an increase in salary. The court determined that the transfer required due process procedures. The decision was appealed and the Georgia

Supreme Court reversed the previous ruling, explaining the statute required a reduction in all three elements: reduction in responsibility, prestige, and salary (Beckham, 1983). Even when statutes are similar in nature, the courts may rule differently. In *Jefferson County Dubois Area Voc. Tech School v. Horton* (Zirkel & Glukman, 1981), a principal was transferred to a less important position, reducing the dignity, responsibility, authority, and prestige but not salary. The court held that the transfer was a demotion, interpreting the statute to require a reduction in either of the elements. In the former situation all three features are inclusive of each other by the word “and.” In the latter situation, all three features are exclusive of each other by the word “or.”

Gluckman and Koerner (1990) raised other concerns about what constitutes a demotion. When a principal is demoted under statute and cannot gain tenure in the new position, the resulting effect to the principal is a demotion. By the same reasoning, immediate earnings may not be reduced by the reassignment but diminished future earnings result in a demotion.

The consensus of opinion of whether a change in position results in a demotion depends on the particular language used in the statute and the judicial interpretation of the language. The court may interpret a change in position occurred and a demotion is the consequences. Given that ruling, the court may decide the procedural protection associated with tenure is not required (Zirkel, 2002). In *Delagorges v. Board of Education*, the state Supreme Court of Connecticut ruled that in the absence of specific statutory direction, the Teacher Tenure Act should not apply to administrators. The court implied that some statutes expressly covered in the contracts of administrators may not be covered in teacher tenure (Zirkel & Glukman, 1981).

In addition to the NASSP survey, Doob (1974) surveyed 50 state departments of education and the superintendent of schools in the District of Columbia. The objectives of the survey were to determine (1) the legal basis for tenure policy, (2) the likelihood of revision to the

tenure policy or statute, and (3) the effective date of possible changes. The results of the survey are shown in Table 4. According to Doob (1974), any law that grants continuing service year after year requires notice, requires a statement for cause of dismissal, and allows an opportunity for rebuttal, is a tenure policy or law. The majority of the states had some type of tenure policy or statute. However, states that did not provide tenure or did not have tenure laws for principals included Georgia, Iowa, Mississippi, Ohio, South Carolina, Tennessee, Utah, Vermont, West Virginia, Wisconsin, and Wyoming. Each had no plans to change (Doob, 1974).

According to Doob (1974), five states were changing or planning to change their tenure laws to exclude principals or to require principals to sign a contract: Connecticut, Florida, Kansas, Nevada, and South Dakota. Florida's statute would remove principals from tenure and give local school Boards the authority to negotiate multiyear contracts.

The State of New York did not appear on the chart. Doob's (1974) results revealed that New York had already revised its tenure law in 1971 and passed a statute requiring all principals to sign a contract. The New York statute further stipulated that all new principals' contracts range from 1 to 3 years. Subsequent contracts, after the first contract, must be for 3 years or more, not to exceed 5 years. The superintendent must recommend the second contract, 3 to 5 years, in a legal school Board meeting. Principals who were granted tenure under the old system were allowed to retain their tenure status.

Doob's (1974) results contained more details about the legal status of principals in 1974 than the survey results by NASSP. However, both reports revealed a trend toward diminishing tenure. By the mid-1980s, three major issues, working conditions, principal shortages, and school reform, would be the underpinning for more states to abolish tenure for principals in favor of performance contracts.

Table 4

Legal Basis for State Tenure Policy for Administrators

States	Legal tenure policies	Plans for revision of tenure policies	Effective date of revision
Alabama	State Statute	No	
Alaska	State statute	No	
Arizona	State Statute	No	
Arkansas	State Statute	No	
California	State Statute	No	
Colorado	State Statute	No	
Connecticut	State Statute	YES	
Delaware	State Statute	No	
District of Columbia	State Statute	No	
Florida	State Statute	YES	
Georgia	No state tenure law	No	
Hawaii	Collective bargaining contract law	No	
Idaho	State Statute	No	
Illinois	State Statute	No	
Indiana	State Statute	No	
Iowa	No state tenure law	No	
Kansas	State Statute	YES	July 1, 1974
Kentucky	State Statute	No	
Louisiana	State Statute	No	
Maine	State Statute	No	
Maryland	State Statute	No	
Massachusetts	State Statute	No	
Michigan	State Statute	No	
Minnesota	State Statute	No	
Mississippi	No state tenure law	No	
Missouri	State Statute	No	
Montana	State Statute	No	
Nebraska	State Statute	N	
Nevada	State Statute	YES	May 1975
New Hampshire	Local Board policy	No	
New Jersey	State Statute	No	
New Mexico	State policy	No	
North Carolina	State Statute	No	
North Dakota	State Statute	No	
Ohio	No tenure for administrators	No	
Oklahoma	State Statute	No	

(table continues)

States	Legal tenure policies	Plans for revision of tenure policies	Effective date of revision
Oregon	State Statute	No	
Pennsylvania	State Statute	YES	
Rhode Island	Commission of education decision	No	
South Carolina	No state tenure law	No	
South Dakota	State Statute	Possibly	1975
Tennessee	No tenure for administrators	No	
Texas	State Statute	No	
Utah	No state tenure law	No	
Vermont	No state tenure law	No	
Virginia	State Statute	No	
Washington	State Statute	No	
West Virginia	No tenure for administrators	No	
Wisconsin	No state tenure law	No	
Wyoming	No tenure for administrators	No	

Note. Table developed from information listed in Educational Research Service Report (1974).

Contract Principals

Diminishing Role of Principal Tenure

Since the early 1970s, a growing trend has developed toward removing principals from tenure and developing contracts that include legal protection. Tenure laws granted protection to principals as teachers; however, principals' status as administrators under tenure left principals vulnerable to the capricious notions of superintendents and school Boards members (Murray & Murray, 1999). In addition, NASSP (1973) raised three issues associated with attaching principals' tenure to that of teachers:

1. The principal is classified with and identified as a teacher and there are no distinctions in working conditions, responsibilities, rights, duties, and salaries.
2. Grouping principals and teachers has resulted in principals receiving little or no representation.
3. The lack of appropriate legislation to establish the legal status of principals clearly hinders principals in the bargaining process. (p. 3)

Sacken (1996) theorized the differences in the purposes of teachers and principals necessitate a different legal protection. Sacken speculated that principals' legal status need to be re-conceptualized in order to develop procedural due process for them.

Murray and Murray (1999) described a court ruling that contributed to the diminishing role of tenure for principals. In 1969, the Indiana Court of Appeals held in *New Castle: Henry Township School Corp v. Hurst* that a written contract for the position of principal supplemented the statutory tenure rights. The contract stated a specific position, and a specific time; therefore, the reassignment of the principal to a teacher's position was a breach of the employment contract. In this present era of high stakes testing and school accountability, tenure laws that trigger procedural due process rights before removal may protect principals. If tenure does not cover principals, contract agreements may be in force. The Seventh Circuit Court of Appeals (McCarthy et al., 1998) noted in *Pittman v. Chicago Board of Education* that there is a general presumption that statutes do not create contractual rights. In a subsequent ruling, the appellate court decided that the Chicago School Reform Act did not violate the state's contractual obligation when the act abolished principals' tenure.

Principals are dismissed, demoted, or transferred, not only for low accountability test scores, but also for a variety reasons other than those that may or may not affect test scores. The legal ramifications of these adverse employment actions have resulted in various court rulings that leave district superintendents searching for a set of principles to guide them as they grapple with the process of adverse employment actions against principals who are not meeting expectations. Mathews (2002) estimated one-third of all principals leave their positions involuntarily; in addition, 50% percent of superintendents' adverse employment actions to remove principals from office were dismissals or transfers to other administrative positions.

At the annual meeting of the American Association of School Administrators, the discussion centered on the State of New York's attempt to toughen its tenure laws by removing principals from the protection of tenure (Wilson, 1975). In addition, critics of principal tenure, school Board members, administrators, and some teachers, were numerous and presented a formidable force. Critics (Chaika, 2006) claimed that principal tenure is a shield for mediocrity and incompetence. As of March 1998, Chaika revealed that 16 states continued to offer principals tenure or some equivalent to continuing contract. The result is principals' removal, without legally stated reasons spelled out in state law or regulation, present major obstacles for many school districts. Chaika indicated that by 1998 Georgia, Massachusetts, North Carolina, Oregon, and some districts in Wisconsin abolished principal's tenure.

The school chancellor of New York City, Rudy Crew, met strong opposition from the union that represented the principals in the city when he tried to abolish principal tenure in favor of performance contracts (Hendrie, 1997). Hendrie suggested Crew's demand for elimination of principal tenure followed the passage of the governance law that gave principals job protection thereby rendering principal tenure unnecessary. A small contingency of the city's 4,400 principals supported the plan offered by the school system chancellor, but the Council of Supervisors and Administrators of the City of New York persuaded most of the union members to vote against the measure (Hopkins, 2007). However (Buckner, 2000), the principals of New York City Schools approved a contract that traded tenure for substantial pay increases, increased accountability for school success, and a 12-month work calendar. In addition to New York City School District, Buckner (2000) listed other states and individual school districts (including Houston Independent School District; Denver, Colorado; Rochester, New York; Hartford, Connecticut; Illinois; and Alabama) across the nation abolishing principals' tenure in favor of

performance contracts. In most of these school districts and states, principals supported the change (2000).

In 1994, the Houston Independent School District gained support of the district's school administrators and abolished tenure for school administrators in favor of performance contracts (Paige, Sclafani, & Jimenez, 1998). Prior to principals' contract, the process of terminating or demoting a principal took more than a year and could cost more than \$100,000. The contract principals in Houston Independent School District gave up these legal protections in favor of higher salaries, higher expectations, and less job security. From 1994 to 1997, principals under contract (Paige et al., 1998) experienced adverse employment actions that resulted in four demotions, one nonrenewal at the end of the contract period, and six were given the option to retire or face nonrenewal. The district superintendent (Paige et al., 1998) indicated that under the old tenure system each of these adverse employment actions would have been a costly, protracted, and acrimonious legal battle.

Summary

Historically the role of principal has not radically changed, although the environment surrounding the principal has (Kafka, 2009). Kafka suggest two reasons why this is the case. First, the principal's position remains relatively stable, as it relates to local school bureaucracies. Second, the fundamentals of schooling have not changed and neither has the demands placed on the principal's time. While the role may have not changed radically over time, Shem (2005) revealed that the development of the position has changed from the dual position of head teacher to the chief executive officer of the school.

The current climate of accountability has placed school Boards and superintendents under pressure from parents, city council members, mayors, and state leaders to improve academic

performance of students. Therefore, selection of building-level administrators is essential to the improvement of schools. District superintendents make employment decisions about building-level principals on a yearly basis and it is these employment decisions that cause a great deal of legal actions. With very little consistency in court rulings, district superintendents' decision making is unsystematic when dealing with principals who are not meeting expectations. Therefore, the dilemma most superintendents face is trying to determine whether their adverse employment actions against principals will give rise to legal action that can be won.

CHAPTER 3

METHODOLOGY

This study was qualitative in nature, bounded by a legal-historical, document-based point of reference. Court cases involving adverse employment actions against public school K-12 principals were the source of data for this qualitative study. Consequently, the main source of this study was documents derived from federal and state court rulings. Secondary supporting documents were gathered to provide background information and to provide insight into trends and issues as they develop over time as perceived in the education and law literature. Secondary sources were gathered to provide scaffolding for the study and provide another means of analysis and interpretation.

This study was designed to cover the time period of 1982 to 2009. The timeframe chosen for this study provided a basis of analysis and ensured a sufficient number of legal cases to provide insight into developing trends over time. The legal issues, outcome, and trends were assembled to gain insight into adverse employment actions against public K-12 principals. The legal trends developed from analyzing the court cases were examined holistically to develop guidelines for school district administrators.

Qualitative research is an umbrella concept that covers several forms of inquiry to help the researcher understand and explain the meaning of social phenomena with very little disruption to the natural setting (Merriam, 1998). A general procedure of qualitative research is data in the form of participants' words, direct citations from documents, and excerpts of videotapes. These are likely to be included to support the findings of qualitative research

(Merriam, 1998). Another general procedure of qualitative research is non-random, purposeful sampling. Creswell (2007) suggested selecting instances that show different perspectives of the problem, process, or event. In addition, Creswell also suggested focusing on key issues and developing themes from understanding the complexity of the issues and not generalizing beyond the issues.

This study was designed to utilize different characteristics employed by qualitative researchers. Qualitative research seeks to understand how people make sense of the world and the experiences they have in that world (Creswell, 2007). Qualitative researchers are the primary instrument for data collection; therefore, they collect data by examining documents, observing behaviors, and interviewing participants (Merriam, 1998). In addition, qualitative researchers construct patterns and themes by organizing data into increasingly condensed units of information (Creswell, 2007). Moreover, qualitative researchers use lenses to organize the study by identifying the social, political, or historical context of the problem (Merriam, 1998). Qualitative researchers use a holistic account of the study by reporting multiple perspectives and identifying many factors of the situation and sketching a larger picture that emerges from the data (Patton, 2002).

Research Questions

The research questions that guided this study follow:

1. What are the fact patterns in court cases involving adverse employment actions against public K-12 school principals?
2. What are the outcomes of court cases involving adverse employment actions against public K-12 school principals?

3. What are the trends of court cases involving adverse employment actions against public K-12 school principals?

4. What principles for district level administrators may be discerned from court cases involving adverse employment actions against public K-12 school principals?

Data Collection

The researcher collected court cases from the law reference libraries at The University of Alabama, the University of Alabama at Birmingham, and Sanford University. Additionally, the researcher used internet search engines and other electronic resources to collect supporting data.

Studies in legal research provide a method of documenting legal cases through the key number system. This study examined court cases located under the Westlaw Key Number Schools 147.28, principals. The study examined court decisions of the United States Supreme Court, the United States Courts of Appeal, the United States District Courts, and the state courts. The cases examined occurred between 1982 and 2009. This time period was chosen because it provided enough data for the time period analysis and because the materials were most accessible in this timeframe.

In addition, the researcher conducted a computer-assisted search at The University of Alabama related to all cases involving adverse employment actions against public K-12 principals between 1982 and 2009. The computer-assisted search was an electronic search using the same West Key Number as above--Schools 147.28, principals. Lexis Nexis Academic search engine was used to peruse cases that fit the timeframe and key number parameters. The list of cases gathered in this manner was compared against the list of cases gathered using the library search method indicated above to assure as many available cases on the topic were included in

the study. Additionally, cases from the library search were compared to cases from the computer-assisted search to flush out identical cases.

Briefing cases set the stage for further investigation to determine patterns as they developed over time. Cases in this research were briefed according to procedures outlined by Statsky and Wernet (1984). A case brief includes the following components: (1) Citation--Information about a legal document which will enable the researcher to find the document, (2) Key Facts--Information describing a thing, occurrence or event that enable the researcher to identify a specific circumstances involved, (3) Issue--The legal question that is being addressed, (4) Holding--The answer to the issue provided by the court, (5) Reasoning--A rationalization detailing why the court made that specific decision, and (6) Disposition--What happen as a result of the court's holding in the opinion.

To ascertain the depth and breadth of adverse employment actions against public K-12 school principals, federal and state law cases were examined. Creswell (2007) suggested all data be organized and reduced to codes before analysis. Codes are categories used to reduce data into meaningful segments. Names are then assigned to the segments to create themes to be analyzed. Cases were organized by states to determine the number of cases litigated in each individual state. Cases were also organized by decades to determine the number of cases litigated by decades. Each case was examined sequentially and organized by categories to reveal issues, outcomes, and trends. Issues are usually stated in light of the facts that generate them. Thus, while examining the issues, fact patterns may be brought to light that reveal why adverse employment actions were brought against principals. These codes were reduced into themes for analyzing. The themes are displayed in the form of charts, data graphs, and tables.

Creswell's (2007) general procedures for data analysis of qualitative research consist of preparing and organizing data for analysis, then reducing the data into themes, and finally representing the data in figures, tables, charts, or discussions. The procedures set out by Creswell were used to analyze the data gathered for this study.

1. Court decisions were reviewed by decade to reveal similarities and differences across decades and within decades.

2. The Excel computer program was used to assemble data from the cases briefed to determine the fact patterns, outcomes, and trends.

3. Cases were coded by fact patterns, outcomes, and trends to determine adverse employment actions

4. Cases were categorized by the state and year of publication to determine the issues, outcomes, and trends.

5. Cases were synthesized to reveal fact patterns and outcomes for developing trend analysis.

6. A final review of themes was conducted to reveal the most prevalent reasons for adverse employment actions with the intent of discerning principles for district-level administrators.

Analysis of the study revealed legal trends that developed, over time, from litigations arising from adverse employment actions against public K-12 principals. Trends identified provided the foundational guidelines to diminish adverse employment actions against public K-12 principals.

CHAPTER 4
DATA AND ANALYSES

Introduction

This chapter is an examination of cases from the United State District Courts, the United State Court of Appeals, and the United State Supreme Court regarding adverse employment actions against public K 12 principals. Cases are briefed by states in sequential order.

Statsky and Wernet (1984) suggested two important reasons for briefing cases: (a) to clarify the reader's opinion of the true meaning of the decision and (b) to provide fundamental information that will preclude readers from having to reread the entire decision. Cases briefed in this chapter followed the method set out by Statsky and Wernet: citation, key facts, issues, holding, reasoning and disposition.

Case Briefs

Alabama

Citation: *Constance Ray v. Birmingham City Board of Education*; 845 F. 2d 281 (U.S. App. 1988).

Key facts: The plaintiff principal was employed by the Birmingham City Board of Education for 3 years. Just prior to the close of the third year, the superintendent recommended that the plaintiff, along with three other principals, be denied tenure and transferred to another position. Based on the recommendation of the superintendent, the Board voted to deny tenure and transfer the plaintiff to another position with the same salary until the end of the contract.

The plaintiff, along with the other principals, received a notice of the Board's decision by letter dated May 31, 1983.

The plaintiff sued in District Court alleging the Birmingham City Board of Education and the superintendent committed a procedural due process violation in terminating the contract. The District Court granted summary judgment, ruling the Birmingham City Board of Education and the superintendent failed to follow proper procedures. The Birmingham City Board of Education and the superintendent appealed the ruling.

Issue: The issue in question is whether the defendant, Birmingham City Board of Education and the superintendent, violated procedural due process relative to 42 U.S.C.S. §1983.

Holding: The Court of Appeals held that the §1983 due process claim was not controlled by state law and the violation of state statute did not necessarily equate to a due process violation under federal constitution.

Reasoning: The Court of Appeals reasoned the plaintiff's case must be judged under the proper principles applying to a constitutional due process claim involving notice.

Disposition: The Court of Appeals vacated and remanded the case back to the District Court for determination under the proper principles applying to constitutional due process involving notice.

Citation: *Alabama State Tenure Commission et al. v. Elmore County Board of Education*, 657 So. 2d 1120 (Ala. Civ. App. 1994).

Key facts: Fred Dickerson, principal of Wetumpka Junior High School, misrepresented to the Parent Teacher Organization (PTO) the cost of a basketball backboard. The principal presented to the PTO an invoice indicating he had purchased the backboard. The principal

accepted payment from the PTO for one-half the cost on the invoice. The school had not been charged for the backboard. The principal admitted the charges.

Following a notice and hearing, the Elmore County Board of Education canceled the employment contract of the principal. The grounds for cancellation were incompetency, insubordination, neglect of duty, immorality, or other good and just causes. The principal appealed the cancellation to the Alabama State Tenure Commission, which reversed the Board's decision. The Board appealed to the Elmore Circuit Court, which reversed the Commission's finding. The Commission appealed the decision to the Court of Civil Appeals of Alabama.

Issue: the issue before the court is whether the circuit court erred in reversing the ruling of the Commission.

Holding: The court held the Commission's ruling was against the overwhelming weight of the evidence.

Reasoning: The court reasoned the overwhelming weight of evidence established Dickerson was guilty of the charges. The court further reasoned the State Tenure Commission was not at liberty to disregard Dickerson's own admissions.

Disposition: The Alabama Civil Court of Appeals affirmed the trial court's judgment, reinstating the Board's cancellation of Dickerson's contract.

Citation: *Donald Debrow v. Alabama State Tenure Commission*, 474 So. 2d 99 (Ala.Civ. App., 1984).

Key facts: Donald Debrow, principal of Carver High School, served as principal for 2 years: 1980-1981 and 1981-1982. Mr. Debrow was under contract to serve during the 1982-1983 school year. Shortly before the end of the school year, the Birmingham City School Board accepted a recommendation of the interim superintendent to deny tenure to Mr. Debrow. The

recommendation included transferring him to his former position as area vocational supervisor at Wenonah High School.

Mr. Debrow received a letter from the superintendent informing him of the Board's decision. Mr. Debrow received a second letter on June 9, 1983, requesting he cease all duties as principal of Carver High School. In addition, the letter informed Mr. Debrow he would receive a principal salary through August 31, 1983. In a subsequently letter, Mr. Debrow was informed he was being transferred to Parker High School as vocational supervisor instead of Wenonah High School.

Mr. Debrow requested a hearing on his transfer and the Board granted the hearing on July 5, 1983. The Board upheld the superintendent's recommendation. Mr. Debrow appealed to the Alabama State Tenure Commission and the Commission affirmed the Board's decision. Mr. Debrow petitioned for a writ of mandamus to the Circuit Court of Jefferson County. The Court affirmed the Tenure Commission's decision. Mr. Debrow then appealed to the Court of Civil Appeals of Alabama.

Issue: The issue before the court is whether the plaintiff's employment contract was improperly terminated thereby denying the plaintiff tenure in his current position.

Holding: The court held the Board improperly terminated the plaintiff's employment contract

Reasoning: The court reasoned the Board could prevent the plaintiff from attaining tenure as a principal only by cancelling the employment contract during its term as provided by §16-24-9. Tenure may not be denied by vote of the Board to transfer to a lesser position during the term of a current contract. Section 16-24-5 permits transfer of a teacher with continuing service status only for a succeeding year.

Disposition: The judgment of the Circuit Court is reversed with directive to enter its writ of mandamus to the Alabama State Tenure Commission in favor of the plaintiff, Mr. Debrow. Reversed and remanded with direction.

Citation: *Alabama Tenure Commission v. Shelby County Board of Education*, 474 So. 2d 723; 1985 Ala. Civ. App.

Key facts: The plaintiff, who as the principal, was employed as principal for a sufficient length of time to achieve continuing service status, tenure, as principal. The principal was notified he was being transferred from his position as high school principal to an elementary school principal position the next school year. The plaintiff's salary as an elementary school principal would be \$4,000 less than his present salary.

The plaintiff requested a hearing and the Board granted the hearing. After the hearing, the Board approved the transfer but the Tenure Commission reversed, citing §16-24-5. The trial court granted the Board a writ of mandamus. The Commission appealed.

Issue: Whether the school district transfer of the plaintiff resulted in a loss of status.

Holding: The transfer from one position to another could be made without jeopardizing tenure of the plaintiff.

Reasoning: The prohibition of §16-24-5, teachers with tenure may be transferred for any succeeding year from one position, school, or grade to another except for loss of status. The prohibition did not limit the right to transfer only to a similar rank or position. The principal was tenured prior to the transfer and was tenured as a principal subsequent to the transfer. There was no loss of status.

Disposition: Affirmed.

Arizona

Citation: *Charie Wallace v. Casa Grande Union High School District No. 82*, 184 Ariz. 419; 909 P. 2d 486. (App. Ariz.1995).

Key facts: The plaintiff Charie Wallace was hired by the Casa Grande Union High School District as a teacher in 1984. After 1 year, the plaintiff was promoted to an administrative position. From 1985 to 1991, the plaintiff served as an administrator fewer than six successive 1-year contracts.

On April 27, 1989, Adams was hired as superintendent. Adams was the plaintiff's immediate supervisor from 1989 to 1991. Conflicts and personal animosity between Adams and the plaintiff arose in 1989 and intensified. On April 27, 1990, Adams removed the plaintiff, against her wishes, from her administrative position. Adams assigned her to a full-time classroom position. During the 1990-1991 school year, the plaintiff continued to work as a classroom teacher. Her salary was under a general administrator's contract issued to all district administrators.

After the 1990-1991 school year, Adams recommended that the plaintiff's administrative contract not be renewed and the plaintiff be issued a teacher contract. The Board accepted Adam's recommendation. On May 15, 1991, the plaintiff was offered a probationary teaching contract at a substantially lower salary than an administrator. The plaintiff accepted the teacher contract and filed legal action in February 1992.

In her legal action, the plaintiff alleged the following: defamation, failure to pay salary, wrongful denial of continuing status, intentional interference with contractual relation, intentional infliction of emotional distress, and violation of 42 U.S.C.S.§1983. The Superior

Court of Pinal County, Arizona, issued a summary judgment in favor of the school district and the superintendent. The plaintiff appealed the summary judgment.

Issue: The legal question addressed is whether the Superior Court of Pinal County, Arizona erred in issuing summary judgment in favor of the school district and the superintendent.

Holding: On review, the Court of Appeals of Arizona held that the lower court did not err in issuing summary judgment for the school district and the superintendent.

Reasoning: The Court of Appeals of Arizona reasoned (1) The only evidence of the superintendent's alleged defamatory statement was based on hearsay, which was inadmissible. The trial court did not err in granting summary judgment for the defendants. (2) The reduction of salary applies to those who have been certified teachers for more than 3 consecutive school years A.R.S. §15-544(A). The plaintiff had been an administrator for the previous 6 years. The District was not statutorily prohibited from reducing her salary. The trial court did not err in granting summary judgment for the defendants. (3) The plaintiff was not a tenured teacher; therefore, she was not deprived of vested job security by not affording her continuing status A.R.S. §15-536. (4) The superintendent had the right and obligation to make recommendations to the district regarding the plaintiff and other employees. Interference of contract was not supported. The trial court did not err in granting summary judgment on the interference with contract claim. (5) the facts presented by the plaintiff regarding emotional distress do not support the claims. The trial court did not err in granting summary judgment. (6) The teacher's equal protection claim failed because it was based on the school district's refusal to perform an illegal act, which is not authorized by Arizona statutes A.R.S. §15-536. The procedural due process claim failed because

she had no protected property right in her position or salary. In addition, her allegations were not sufficient to support a claim of violation of substantive due process rights.

Disposition: The trial court's judgment is affirmed.

Arkansas

Citation: *Karen Buchanan v. Little Rock School District of Pulaski County, Arkansas*, 84 F. 3d 1035(1996).

Key facts: The plaintiff was hired by the Little Rock School District as a teacher in 1985, promoted to assistant principal the next year and then principal the following year. The plaintiff served as principal at a number of elementary schools in the district, receiving favorable evaluations. In April 1994, the plaintiff signed a contract indicating she would be principal at Garland Elementary School the following year. During the summer of 1994, Superintendent, Dr. Henry Williams, recommended the plaintiff take over at Henderson Junior High School. Henderson was a magnet school experiencing poor student performance and discipline problems. In a legal Board meeting, the school Board approved the superintendent's recommendation and a letter was sent to plaintiff confirming the transfer.

Friction developed quickly between the plaintiff and some of the teachers at Henderson Junior High School. The plaintiff reviewed the policy manual, which she had revised over the summer, with the teachers. Changes included the following: preparation periods would no longer be used to run personal errands, teachers' classrooms were moved without consulting them, and teachers would be required to record their grades as percentages. The changes made by plaintiff were consistent with district rules. The plaintiff's efforts were supported by the superintendent.

The plaintiff met with teachers in an effort to make peace, but the situation did not improve. On September 20, several teachers participated in a sick out and failed to show up for work. Williams, the superintendent, met with the plaintiff that evening and informed the plaintiff he was recommending reassigning her to another position in the district. The Board unanimously approved Williams' recommendation on September 22, 1994. The plaintiff was assigned to the Office of Student Assignment. Beginning the spring semester, the plaintiff was assigned to Garland Elementary School as acting principal.

The plaintiff filed an action after she was transferred from Henderson Junior High School, in which she complained she had a property interest in her position as principal and she was denied due process when she was transferred without a hearing. The jury awarded her damages and the trial court ruled that the plaintiff had a contractual property interest in her position. The school Board appealed.

Issue: At issue is whether the plaintiff had a protected property interest in her status as a principal.

Holding: The court held there was an insufficient showing, as a matter of law. The plaintiff lacked constitutionally protected property interest in her status as a principal.

Reasoning: Arkansas Code §6-17-303 states that district school Boards shall have the authority to assign, reassign, or transfer all teachers in schools within their jurisdiction. The employment actions must be based on the recommendation of the superintendent. Along with the terms of the plaintiff's contract, the educator had no protectable legitimate claim of entitlement to a specific position within the school district. The plaintiff could be reassigned without a hearing.

Disposition: The Court of Appeals reversed the District Court's decision.

Citation: *Bill Lewis, Ed.D., Judy Lewis v. Harrison School District No.1*; No.1805 F.2d 310.

Key facts: In a public meeting held on May 12, 1981, before the Harrison School Board, Bill Lewis, principal of Harrison High School gave a speech to protest the transfer of his wife, Judy Lewis, to the junior high school. On February 24, 1981, Bill received a notice stating he would be rehired for the 1981-1982 school year. In his speech before the Board, Mr. Lewis asserted the transfer of Judy Lewis violated commonsense. The plaintiff claimed the purpose of school was to provide the best possible education. The best possible method is to hire, and retain the best support people, administrators, and teachers. Mr. Lewis described the lack of professionalism exhibited by the superintendent toward Ms. Lewis as chairperson of the Professional Rights and Responsibility Committee.

The Board met in executive session. When the Board resumed the public meeting, Mr. Lewis was reprimanded for his public attack on the superintendent and the Board. On June 26, 1981, Mr. Lewis received a letter informing him of a recommendation that his employment contract would not be renewed for the 1981-1982 school year.

Mr. Lewis was eventually notified that his position would end on July 10, 1981. Mr. Lewis requested a hearing before the Board and the hearing was held on August 25, 1981. After the hearing the Board unanimously voted to terminate Mr. Lewis's employment contract. Mr. Lewis filed a suit on February 24, 1984. The jury found Lewis's First Amendment rights to freedom of speech was violated and award him \$5,000. In addition, the court award Lewis \$25,348 for lost wages. The District Court set aside the awards when the Board's motion for judgment n.o.v., Mr. Lewis appealed the decision.

Issue: The issue is whether Mr. Lewis's speech of May 24, 1981, was protected speech? Whether individual defendants as individuals had qualified immunity?

Holding: The court held the right to free speech is fundamental to the entire democratic system of government. Humber, the Board's chair, along with other Board members, needed no legal training to understand that fact. Mr. Lewis could not be terminated for exercising that right. The court also held the District Court erred in granting Board members qualified Immunity.

Reasoning: The court held that longstanding cases clearly established school employees' rights to free speech: *Keyishian v. Board of Regents* and *Shelton v. Tucker*. Therefore, Lewis's speech was clearly protected

The test for qualified immunity is whether the defendants', governmental officials, conduct violated established constitutional or statutory rights. These rights a reasonable person would have known before the violation (*Harlow*, 1982; *Mitchell*, 1985).

Disposition: The U.S. Court of Appeals reversed and remanded to enter judgment on the verdict in accordance with its opinion.

Citation: *Vickie Jackson v. Delta Special School District No. 2*, 86 F.3d 1489; 1996.

Key facts: Jackson, the plaintiff, was hired as an elementary school principal for the 1991-1992 school year. At the end of the school year the superintendent left and Jackson applied for the position but did not get an interview for the position. The district hired Smead, who reported to work in July, as superintendent. Before the former superintendent left, he requested Jackson's promotion to principal of all grades, kindergarten through high school.

In early March, Smead recommended to the school Board the Jackson be terminated based on 13 instances of unprofessional conduct, 15 instances of inefficiency, and insubordination by Jackson during the previous year. Jackson was given an opportunity to

present her case to the school Board but her attorney advised her not to attend because under Arkansas statute only she could initiate the hearing process. In April, the Board met and formally discharged Jackson.

Issue: At issues, is whether the school district retaliated against the plaintiff by firing her for her EEOC complaints and whether the District Court erred in not reinstating her and awarding her back pay after the jury found the district in violation of the Arkansas Teacher Dismissal Act (ATFDA).

Holding: The court held the discharge was proper because the plaintiff failed to show reasons for the termination were a pretext for retaliation. The court further held the school district did not provide the plaintiff with notice and a hearing under ATFDA; therefore, the termination was voided. The plaintiff was entitled to back pay for 1 year but the reinstatement was not appropriate.

Reasoning: The school district offered overwhelming evidence, including Jackson's own admission she exacerbated slanderous, unsubstantiated rumors about the superintendent. Given the plaintiff's actions, the superintendent had no choice but to recommend the termination. The court also held the school district violated ATFDA when Jackson was not granted a hearing upon her request within the 30 days as required by statute. Further, the school district violated Ark. Code Ann. §6-17-1504 when Jackson was not made aware, in writing, that the problem with her performance could lead to termination.

Disposition: Affirmed in part, reversed in part, and remanded.

Citation: *Bolin Stewart v. Hackett Public School*, 1994 Ark. App.

Key facts: After teaching more than 20 years in the school district, Stewart, the plaintiff, was hired as an elementary school principal for the 1989-1990 school year. Stewart's hiring

stipulation included him becoming certified as an elementary school principal by July 1990. Stewart's contract was renewed for the 1990-1991 school year on the same stipulation. The Board minutes did not reflect that stipulation.

A new superintendent discovered Stewart was not certified, notified him of the problem and recommended termination of Stewart's contract. At the next legal Board meeting, the superintendent's recommendation regarding Stewart's contract termination was approved. Stewart filed a legal action and the court found in favor of the school Board; Stewart appealed the court decision.

Issue: Did the circuit court err in upholding Stewart's termination. Did the court err in finding Stewart misled the school Board in believing he would be certified as an elementary school principal by 1991-1992?

Holding: There is evidence the school Board believed Stewart would obtain the elementary school principal's certification by the start of the 1991-1992 school year. The contract was renewed on that assumption.

Reasoning: Arkansas Code §6-17-1507(a) states a teacher may be terminated during any contract for any cause which is not arbitrary, capricious, or discriminatory. The determination not to renew or terminate is a matter for the school Board and, in this case, there was nothing arbitrary, capricious, or discriminatory. Evidence revealed Stewart spent very little time seeking an elementary school principal certification. Stewart was found to be dilatory in working toward the principal certification. Much of Stewart's time was spent working toward a superintendent's certification.

Disposition: Affirmed.

Citation: *Glenn Higginbotham v Junction City School District*, 332 Ark. 556; 966 S.W. 2d 877; 1998 Ark.

Key facts: Higginbotham, the plaintiff, was hired July 1994 as principal of a high school for the 1994-1995 school year. The superintendent met with Higginbotham in September regarding the plaintiff's deficient job performance. The superintendent followed up the meeting with a memo outlining the expectations for Higginbotham. In October, the superintendent held another conference with the plaintiff and followed it with a memo similar to that of the September memo.

In December, the superintendent sent Higginbotham a memo detailing 10 concerns and requested the resignation of the plaintiff, or the superintendent would start termination procedures. Higginbotham resigned then attempted to rescind his resignation.

Issue: Did the trial court err in upholding the Board's decision to terminate the plaintiff? Did the court err when it upheld the Board's decision not to allow him to withdraw his resignation?

Holding: The plaintiff's reliance on §6-17-1503 as it applies to involuntary termination procedures is misplaced and his argument fails on its face. The receipt of a resignation by the superintendent satisfies the requirement of delivery under §6-12-108(b).

Reasoning: The court reasoned that §6-12-108(b) does not apply to resignation and therefore the plaintiff failed in his argument. Ark. Code. Ann. §6-12-108(b) states the superintendent is the executive officer of the school Board and is an agent of the Board. Therefore, when the plaintiff gave the superintendent the letter of resignation, the effects of the resignation were immediate.

Disposition: Affirmed.

California

Citation: *Henry Jefferson, Plaintiff v. Compton Unified School District et al., Defendants*, 14 Cal. App. 4th 32; 17 Cal rptr. 2d 474(Court of Appeal of California, 1993).

Key facts: Henry Jefferson, the plaintiff, was employed by the Compton Unified School District in 1965. The plaintiff served as an elementary school principal for 13 years and was principal of Centennial High School for 5 years. On May 26, 1988, the plaintiff was relieved of his duties by the superintendent, Ted Kimbrough.

On June 16, 1988, the superintendent sent the plaintiff a letter informing him of the superintendent's decision to recommend to the Board of trustees that the plaintiff be reassigned as a classroom teacher. The letter contained the following charges against the plaintiff: (1) poor administrative judgment; (2) willful conduct by knowingly and repeatedly violating district's rules, policies, and state laws; and (3) immoral conduct and dishonesty.

On June 22, 1988, the plaintiff's attorney wrote the Board protesting the plaintiff's demotion and informed the Board the demotion violated Education Code section 44951, which provides a principal must be notified by March 1 in writing he is being released from his position. The letter also requested the plaintiff's reinstatement to his position. On June 28, 1988, the Board approved the superintendent's recommendation and demoted the plaintiff, notifying him by letter on June 30, 1988. On July 19, 1988, the plaintiff's attorney again claimed the demotion was a violation of Education Code section 44951 and requested reinstatement. The district did not respond to the letter.

On June 11, 1990, the plaintiff filed for a writ of mandate. In his petition, the plaintiff repeated the §44951 claim and added Education Code §44896, which states when an administrator is transferred to a teaching position for reasons of incompetency, the person must

be given a 60-day notice prior to the transfer. On September 18, 1990, the trial court ruled in favor of the school district and denied the plaintiff's petition for a peremptory writ of mandate to reinstate him as principal. The plaintiff sought for a review of the trial court decision.

Issue: The plaintiff seeks review of the trial court decision in favor of the school district in denial of his petition of peremptory writ of mandate.

Holding: The court held that the plaintiff was reassigned for cause; therefore, compliance with statutes §44951 and §44896 was not mandatory.

Reasoning: The court reasoned that because the plaintiff was demoted for policy violation and ethical lapses, the school district was compelled to comply with notice statute §44651 or the competency examination statute §44896.

Disposition: The judgment is affirmed.

Connecticut

Citation: *Frances Tilghman, Plaintiff v. Waterbury Board of Education, Matthew Borrelli and Philip Giordano, Defendants*, 154 Fed.Appx.221 (C.A. 2005)

Key facts: In August 1999, the Waterbury Board of Education hired Frances Tilghman as principal of Bunker Hill Elementary School. The plaintiff was given a 1-year contract. Bunker Hill Elementary School's student body was racially mixed but the Parent Teacher Association (PTA) membership was predominantly White. Tilghman experienced problems from the beginning as teachers and parents complained she was hostile, inaccessible, and biased against White teachers and students.

In February 2000, the school Board hired a new superintendent, Matthew Borrelli. In order to comply with the state deadline of informing the principal of his negative

recommendation, Borrelli immediately evaluated nontenured principals. On March 24, 2000, Borrelli sent Tilghman a letter stating he was not going to recommend her reappointment. Tilghman appealed and during August 2000, a school Board subcommittee held a hearing for 5 days. After the hearing, the full school Board voted not to reappoint her. The plaintiff and another principal sought summary judgment. They claim discrimination under 42 U.S.C.S. §§1983 and 1988. In addition, the plaintiff alleged intent to inflict emotional distress. The plaintiff's motion for summary judgment was granted in part and denied in part. The plaintiff appealed the ruling.

Issue: The issues at hand is whether the plaintiff was racially discriminated against in employment 42 U.S.C.S. §§1983 and 1988 and under Title VII of the Civil Rights Act of 1964.

Holding: The court held the plaintiff's prima facie case was weak and found no reason to reverse the District Court.

Reasoning: the court reasoned the plaintiff must first establish a prima facie case of discrimination by showing (1) she is a member of a protected class, (2) she is competent to perform the job satisfactorily, (3) she suffered an adverse employment decision, and (4) the action occurred under circumstances giving rise to an inference of discrimination based on her membership in the protected class. If the plaintiff succeeds, the defendants must show some legitimate, nondiscriminatory reason for the adverse decision.

In addition, the court reasoned most of the core substantive standards that apply to claims of discriminatory conduct in violation of Title VII are also applicable to claims of discrimination in employment in violation of §1832 or the Equal Protection Clause (*Patterson v. County of Oneida, N. Y.*). Therefore, it follows that factors justifying summary judgment dismissal, equally support summary dismissal of 42 U.S. C. §§1981 and 1983.

Disposition: The District Court is affirmed.

Delaware

Citation: *Thomas F. Lapinski v. The Board of Education of the Brandywine School District*, 163 Fed. Appx. 157 (U.S. App., 2006).

Key facts: Thomas Lapinski was principal of Mount Pleasant High School from July 1, 1990 to April 1, 2000. On December 14, 1999, the school district sent the plaintiff a letter informing him that the Board had voted not to renew his contract. The Board also voted not to extend his employment as an administrator beyond June 30, 2000, which was the contract expiration date. The plaintiff retired shortly before his employment contract expired. The plaintiff sued for alleged retaliatory actions taken against him for his whistle-blowing letters and statements made to Board members and other district administrators.

The defendants filed a Motion for Judgment on the Pleadings. The District Court granted the defendant's motion. The plaintiff appealed to the United State Court of Appeals

Issue: The issue is whether the employers retaliated against the plaintiff by not renewing the plaintiff's employment contract.

Holding: The Court held that the employers' failure to renew the plaintiff's employment contract constituted an adverse employment action for purposes of the employee's First Amendment retaliation claim.

Reasoning: The Court of Appeals reasoned the employer could not have terminated the employee contract entirely according to Delaware law. The nonrenewal was a demotion in title and salary therefore there was actionable conduct. The Court noted it is clearly established that a

public employees cannot be demoted in retaliation for exercising his or her First Amendment Rights.

Disposition: The court reversed the District Court's judgment and remanded for further proceedings.

Citation: *Thomas J. Kirschling v. The Lake Forest School District*, 687 F. Supp. 927 (U.S. Dist, Delaware, 1988).

Key facts: The Lake Forest Board of Education of Delaware extended an employment offer to a potential employee, which he orally accepted. The Board sent an employment contract to the employee along with a letter summarizing their agreement. Before the plaintiff signed the contract, the Board learned of unfavorable information concerning the employee and withdrew their offer without giving him the opportunity to present his case to the Board.

The plaintiff filed suit against the defendant alleging breach of contract, promissory estoppels, and violation of due process. The defendants filed a motion for summary judgment on several grounds.

Issue: The issue is whether the Lake Forest School District issued a binding contract thereby violating 42 U.S.C. §1983.

Holding: The United States District Court for the District of Delaware held that the Lake Forrest Board of Education issued a binding contract to the plaintiff. The court held the employee had a protected property interest and should have been given an opportunity to present his side of the case.

Reasoning: The District Court of Delaware reasoned the contract issued to the plaintiff met Statute of Frauds, Del. Code Ann.tit.6, § 2717(a)(1975). The statute states that any agreement lasting longer than a year must be in writing, memorandum, or notes and signed by

the party to be charged. The agreement may also be signed by some person lawfully authorized. The contract sent to Mr. Kirschling was for 2 years. The court also reasoned that Dr. Lysik, an agent of the Board and authorized to sign the contract, signed the contract sent to Mr. Kirschling. Mr. Kirschling need not sign the contract for it to be valid as Mr. Kirschling stated his oral acceptance in a telephone conversation with Dr. Lysik on May 21, 1986. Additionally, all written materials including Board minutes listed Mr. Kirschling as principal.

Disposition: Defendants' motion for summary judgment is denied in its entirety.

Florida

Citation: *Frances Winfrey, Dr. v. The School Board of Dade County, Florida*, 59 F. 3d 155 (U.S. App., 1995).

Key facts: Dr. Winfrey, a White female, alleged the defendants removed her from her position as principal of Jan Mann Opportunity School. The plaintiff was replaced by an assistant principal who was a Black male with lower ranking credentials and less experience as a principal. The plaintiff alleged she was demoted because of her race and gender.

The plaintiff brought a discrimination complaint which contained six counts: (1) 42 U.S.C. §1983 defendants discriminated against her because she was a White female; (2) 42 U.S.C. §200d prohibits discrimination based on race, color, or national origin in programs receiving federal financial assistance; (3) 20 U.S.C. §1681 prohibits discrimination against individuals on the basis of sex in educational programs receiving federal financial assistance; (4) 42 U.S.C. 200c prohibits discrimination against employees on the basis of race, color, religion, sex, or national origin; and (5 & 6) allege procedural due process violation brought under §1983.

The defendants moved for summary judgment on all counts. The District Court denied the motion on counts I, IV, V, and VI, the motion was granted as to counts II and III. The District Court granted summary judgment in favor of defendants Greer and Wheatly on the basis of qualified immunity on all claims against them in their individual capacities. The plaintiff appealed.

Issue: The issue brought before the U.S. Court of Appeals for the 11 circuit is whether the district judge properly granted Greer and Wheatly summary judgment because of qualified immunity.

Holding: The court held it lacked jurisdiction over the subject matter.

Reasoning: the Court of Appeals reasoned for a matter to be appealable as a final order under Fed. R. Civ. P.54(b), the District Court had to direct entry of judgment as to those claims or parties. The District Court had to expressly determine there was no just reason for delay of the entry of the order. Neither was done, the order was not final.

Disposition: Remanded.

Citation: *Michael L. D'Angelo v. School District of Polk County, Florida*, 497 F.3d 1203, 2007 U.S. App.

Key facts: D'Angelo was hired as principal of Kathleen High School in 2002. The school was failing academically and did not compare to other schools in Polk County on the state assessment test. Within a year, D'Angelo had made improvement in the school receiving a grade of C. D'Angelo decided to move the school toward a charter school model after learning the school would not receive more staff or funds.

D'Angelo explored the criteria for moving Kathleen High to a charter school. D'Angelo and faculty attended seminars, held staff meetings, and created committees to study and give

reports on charter schools. D'Angelo visited other schools and talked to principals of charter schools to get a realistic view of how to move forward in the process.

In order to become a charter school, 50% of the school faculty must vote in favor of the conversion. The initial vote among faculty members revealed irregularities with the number of ballots. Another vote took place on April 15, 2004, and the faculty voted 50 against conversion and 33 in favor of conversion. D'Angelo decided to convert part of the school to the charter model. A meeting was planned with teachers who voted for charter conversion, but on the day of the meeting the superintendent called D'Angelo and the meeting was cancelled

On May 3, 2004, D'Angelo was terminated. D'Angelo filed a complaint with the Florida Department of Education, which found no correlation between D'Angelo's termination and his continued attempt to convert Kathleen High into a charter school. D'Angelo filed a complaint in federal District Court and the school Board moved for a judgment as a matter of law and the district granted the motion. D'Angelo appealed to the U.S. Court of Appeal.

Issue: There are three issues before the court: (1) Did the District Court err when it granted the defendant's motion as a matter? (2) Did the school Board retaliate against the plaintiff for exercising his right to free speech, to petition the government for redress of grievances? (3) Did the school Board deny the plaintiff's right to freedom of association?

Holding: The plaintiff's effort to convert the school to a charter school was that of a principal and not a citizen; therefore, the District Court was right in its judgment.

Reasoning: A public employee must speak both on a matter of public concern and as a citizen before protection is granted under the First Amendment. When a public employee speaks not as a citizen upon matters of public concern, as D'Angelo did, but as an employee, federal

court is not the avenue to address the good judgment of personnel decisions taken by a public agency. All claims fall on their face as a matter of law.

Disposition: The District Court was correct in its judgment: Affirmed

Georgia

Citation: *Charles O. Logan, Plaintiff, v. Warren County Board of Education and George M. Holliman, Individually and in his official capacity of superintendent, Warren County Board of Education, defendants*, 549 F. supp. 145 (U.S. Dist,1982).

Key facts: The plaintiff was a principal in the Warren County School System. In April 1981, he was notified by the defendant that his employment contract would not be renewed because he was convicted in federal court for filing false documents with the Internal Revenue Service. The plaintiff requested and received a statement of the charges against him. The plaintiff was also informed the matter was being referred to the State Professional Practice Commission. On July 16, 1981, the Commission held an evidentiary hearing and recommended the plaintiff employment contract not be renewed. The Commission's decision was based on the plaintiff's federal conviction, his inability to effectively perform his job, and the crime the plaintiff was convicted of was one of moral turpitude. The plaintiff appealed the decision to the State Board of Education. The State Board of Education affirmed the local Board's decision. The plaintiff filed suit against the defendants. The defendants filed a motion for judgment on the pleading.

Issue: The issues before the court are did the nonrenewal of the plaintiff's employment contract violate the plaintiff's constitutional rights and (2) whether the Georgia Fair Dismissal Act was applicable to the plaintiff because it is unconstitutionally overbroad facially.

Holding: The court held Ga. Code Ann. §32-2101c was not facially unconstitutional. The action steps taken by the school Board not to renew the plaintiff did not deprive the plaintiff of his due process rights.

Reasoning: The District Court reasoned that Ga. Ann. §32-2101c was not facially unconstitutional. The plaintiff cannot argue his conduct is beyond the scope of §32-2101c and its application is unconstitutional. The statute clearly establishes classes of people covered and provides sufficient notice of what conduct is proscribed. There is no question the plaintiff came within the sweep of the law.

The ability to discharge personnel is essential to the exercise of authority. Ga. Code Ann. §32-21C provides grounds for which a teacher or principal can be dismissed or not renewed. The statute as applied did not deprive the plaintiff of his Fourteenth Amendment due process rights nor did the process violate equal protection claims. State and local authorities have a compelling, legitimate interest, *Burnside v Byars* (1966), and broad discretion in the management of school affairs, *Board of Education v. Pico* (1982).

Disposition: The Court entered judgment in favor of the defendants.

Citation: *Kay Sessoms Hinson, Plaintiff v. Clinch County, Georgia Board of Education; the superintendent of schools for Clinch County, Georgia; et al, Defendants*, 213 F.3d 821 (U.S. App. 2000).

Key facts: The plaintiff was the principal of Clinch County High School for 4 years. She was the first female high school principal hired. The plaintiff was transferred because of the Board's disappointment with her service and disagreements with her approach to operating and administering the high school.

The plaintiff obtained a right to sue letter from the Equal Employment Opportunity Commission. The plaintiff filed a claim alleging employment discrimination because of her gender under Title VII of the Civil Rights Act of 1964, 42 U.S.C.S. §200e et seq, and under 42 U.S.C.S. §1983. The defendants filed for summary judgment and the U.S. District Court granted the summary judgment in favor the defendants. The plaintiff appealed the summary judgment for all defendants to the U.S. Court of Appeals for the Eleventh Circuit.

Issue: The issue is whether the superintendent and the Clinch County Board of Education discriminated against the plaintiff when she was transferred.

Holding: The U.S. Court of Appeals for the Eleventh Circuit held that the plaintiff's claim under Title VII of the Civil Rights Act of 1964, 42 U.S.C.S. §200e et seq., could only lie against the employer not individual members. The court held the plaintiff had stated a prima facie case. The Court also held other claims were properly dismissed.

Reasoning: The plaintiff established a prima facie Title VII case, under McDonnell Douglas. She introduced sufficient evidence for a jury to conclude she was a member of a protected class, qualified for her job, replaced by a man, and suffered an adverse employment action. The evidence was such that a fact finder could infer that the Board's stated reason for transferring the plaintiff was pre-textual.

The District Court correctly granted summary judgment for the individual defendants on the plaintiff's Title VII claim. The Court reasoned that Dr. Hinson's property rights were not in continued employment in the job of her choice. Her continued employment was in whatever capacity the Board chose to use her. The plaintiff could not suffer demotion, loss of prestige, responsibility or pay, all three must be present for there to be a demotion, O.C.G.A. §20-2-943(a)(2)(C).

Disposition: The U.S. Court of Appeals for the Eleventh Circuit Affirmed in part, reversed in part, and remanded.

Citation: *Vivian Hatcher, Plaintiff, v. Board of public Education and Orphanage for Bibb County, et al., Defendants*, (809 F.2d 1546 U.S. App. 1987).

Key facts. The Macon School System reorganized the school district by closing six schools. The plaintiff was removed as principal of Duresville Elementary School after being principal for more than 3 years. The plaintiff was assigned the position as media specialist/librarian. Several principalships became available after the plaintiff had been reassigned. The defendants selected others with less administrative background to fill those positions. The plaintiff brought suit alleging she was demoted because she engaged in activity protected by the U.S. Constitution and her procedural and substantive due process rights were violated.

Issue: At issue was whether the plaintiff's procedural and substantive due process rights were violated when she was demoted. In addition, was the plaintiff demoted because she engaged in activity protected by the U.S. Constitutional Amendment I?

Holding: The court held that the defendants failed to provide written notice to the plaintiff as to why she was not selected for any of the comparable positions that became available after her reassignment and failed to give the plaintiff an opportunity to rebut those reasons.

Reasoning: The Court of Appeals found the plaintiff's procedural due process rights were violated. Furthermore, issues of material fact remained on the plaintiff's substantive due process rights claim and U.S. Constitutional Amendment I claim.

Disposition: The U.S. Court of Appeals reversed the summary judgment and remanded for trial.

Citation: *Lee Rabon v. Bryan County Board of Education*, 173 Ga. App.507; 326 S.E. 2d 577; 1985 Ga. App.

Key facts: Lee Rabon, plaintiff, was principal of Bryan County High School. The superintendent of schools brought charges against the plaintiff for comments of a sexual nature directed toward a teacher. The charges prompted the Board of education to refer the matter to the Professional Practices Commission, as set out in §20-2-940. The Commission recommended a 60-day suspension without pay but the school Board decided to terminate the plaintiff's employment contract. The state Board of education affirmed the local Board's decision to terminate and the trial court affirmed the decision of the state Board of education. The plaintiff appealed the decision.

Issue: At issue is whether the local Board had the authority to act in converse to the recommendation of the Professional Practice Commission and whether there was adequate evidence to support the charges against the plaintiff?

Holding: The codes sections §§20-2-1160(a) and 20-2-1160(b) vested authority in the local Board of education to act in regard to termination of contract employees. The termination imposed by the school Board was supported by sufficient evidence in the records.

Reasoning: The local Board is free to adopt or ignore the recommendation of the Professional Practice Commission. The records show the plaintiff demonstrated unprofessional conduct and made derogatory comments about teachers, in a sexual manner, which were sufficient competent evidence to support the tribunal's findings.

Disposition: Affirmed.

Idaho

Citation: *Frank Peterson, Priscilla Peterson, husband and wife, Plaintiffs v. Minidoka County School District No. 331, a body Corporate and Politic of the State of Idaho, Defendant* 118 F .3d 1351(U.S. C.A.9.1997).

Key facts: The plaintiff was principal of Paul Elementary School and had received annually written evaluations, which were favorable, and his contract was always renewed. In January 1992, Peterson informed assistant superintendent Robert Pavlock that he was thinking about home schooling his children. Pavlock informed the Petersons they needed to submit vital information so the Board could determine if the children would receive a comparable education at home.

On February 18, 1992, the Board met with Peterson as part of an annual meeting and the issue of home schooling his children surfaced. The Board and the superintendent decided to delay rehiring Peterson until he could make up his mind. After Peterson refused to give the Board more information, the school district offered Peterson a teaching position. Peterson did not accept the position and on August 31, 1992, filed a suit in District Court. The District Court granted summary judgment for the Petersons and the school district appealed to the U.S. Court of Appeals.

Issue: The issue before the Court is whether the District Court erred in granting summary judgment for the plaintiffs.

Holding: The Court of Appeals held U.S. District Court for the District of Idaho did not err in granting summary judgment for the plaintiffs.

Reasoning: The Court of Appeals reasoned the defendants' concern regarding the plaintiff's decision to home school his children did not outweigh the plaintiff's right to practice

his religion freely under U.S. Const. Amend I. The defendant's interest was not compelling. Second, the defendant's interest did not outweigh the plaintiff's constitutional liberty interest in providing religious education for his children, U.S. Const. Amend. XIV. Third, the plaintiff had a property right in his position, and the defendants violated the plaintiff's due process rights, U.S. Const. Amend XIV, when the plaintiff's reassignment violated the district's written policy. The defendants breached the contract with the plaintiff and breached the covenants of good faith and fair dealing.

Disposition: The Court of Appeals affirmed the District Court's summary judgment for the plaintiff.

Illinois

Citation: *Phillip O'Bannon v. Chicago Board of Education*, 2001 U.S. Dist.

Key facts: O'Bannon, the plaintiff, entered into a contract with the Chicago Board of Education as principal of Chicago Vocational Career Academy(CVCA). At the end of the school year, the plaintiff was given a directive to issue a diploma to a senior student but the plaintiff instead recommended the student attend summer classes. The plaintiff was given another directive to close classes that had poor enrollment numbers. The classes needed to be closed before the beginning of the school year. However, the plaintiff did not follow the directive. The superintendent relieved the plaintiff as principal of CVCA. The superintendent reassigned him as associate principal at another high school with the same benefits and pay. O'Bannon accepted the position but filed a lawsuit after the Board would not negotiate with him for additional benefits.

Issue: At issue is whether the school Board violated his due process rights, conspired to interfere with his due process rights, and breach of contract.

Holding: the principal was not deprived of his liberty interest when he was transferred pending an investigation then dismissed. The appearance of statements in the news media did not besmirch his good name, reputation, honor, or integrity to the degree the plaintiff was unable to secure other employment. There were no genuine issues of material facts related to breach of contract.

Reasoning: The plaintiff was not hindered from new employment because statements appeared in the news media. There is insufficient evident to create a genuine issue of material fact. The plaintiff was stigmatized such that his liberty interest was deprived. The deprivation was to the point he could not pursue his chosen occupation. Because of this finding, the court will not address whether the plaintiff was afforded procedural due process prior to reassignment or dismissal. The plaintiff was dismissed in accordance with 105 ILCS 5/34-85 and the Board followed appropriate procedures after dismissal charges were brought against the plaintiff. Finally, the plaintiff was successful in his retaliation claim based on legitimate nondiscriminatory reason.

Disposition: Granted in part and denied in part.

Citation: *Board of Education of the City of Chicago v. Carl Van Kast, Illinois State Board of Education, Kenneth A. Henry and Gerard A. Fowler*, 253 Ill. App. 3d 295; 625 N.E. 2d 206; Ill. App. 1993.

Key facts: The plaintiff, school principal, was discharged from his position for conduct found to be irremediable by the Board of Education. The plaintiff allegedly failed to keep and maintain accounting books and records. After a hearing, Gerard Fowler, hearing officer

appointed by the Illinois State Board of Education (ISBE), found the plaintiff's conduct remediable and reversed his discharge. The Board sought administrative review in the trial court, Circuit Court of Cook County. The trial court reversed the hearing officer's decision. The plaintiffs appealed the trial court's decision seeking review of the trial court decision.

Issue: The issue before the Appellate Court was whether the trial court decision to reverse the hearing officers' decision against the weight of the evidence was contrary to the law.

Holding: The Appellate Court of Illinois held Cook County Circuit Court decision was against the manifest weight of the evidence and contrary to law.

Reasoning: The Appellate Court found no damaging loss suffered by the students, school, or faculty as a result of the principal's conduct. The Board never reprimanded the principal for his lack of management of the accounting and booking procedures. There was no evidence the principal would not have taken measures to correct the problems had he been warned of the strict compliance that would be enforced against the principal.

Disposition: The Appellate Court reversed the decision of the trial court, reinstating the school principal to his position.

Citation: *Lawrence Head v. Chicago School Reform Board of Trustees*, 255 F.3d 794; 200 U.S. App.

Key facts: In March 1994, the Chicago Board of Education hired the plaintiff as principal of Nathaniel Pope Elementary School and gave him a 4-year contract. The contract could be terminated on specific, limited grounds. Furthermore, under the Illinois School Code, the plaintiff could be discharged during the term of the contract only for cause following a detailed notice and hearing process.

Head's responsibility was to implement a corrective action plan since his school had not met academic standards. After Head failed to implement a school improvement plan, the school Board voted to terminate his contract. The plaintiff filed suit against the Board. The U.S. District Court rejected the plaintiff's claims and entered summary judgment in the Board's favor. The plaintiff appealed the District Court's decision to the U.S. Court of Appeals.

Issue: The issue before the Court of Appeals was, did the U.S. District Court err in granting summary judgment in favor of the defendant against the plaintiff's claim of breach of contract?

Holding: The Court of Appeals ruled the District Court erred in granting of summary judgment for the defendant on the plaintiff's claim of breach of contract.

Reasoning: The Court of Appeals found the defendant did not follow specific procedures for termination outlined in the contract. The facts alleged by the plaintiff were insufficient to state a claim of constitutional deprivation of a property right or other due process. The plaintiff received adequate notice.

Disposition: The Court of Appeals affirmed in part, reversed in part, and remanded the case for further proceedings.

Citation: *Dr. Charles Keenan v. Board of Education of the City of Chicago et al.*, 812 F. Supp.780 (U.S. Dist. 1992).

Key facts: The principal, a White male, had been principal of the school for 12 years when he was notified that his contract would not be renewed. The plaintiff had favorable evaluations over the 12 years as principal. The plaintiff was replaced by a Black male who was not as highly educated.

The plaintiff was hired under a plan, under Title VI of the Civil Right Act of 1964(CRA 1964), adopted by the school Board in 1977 to assign or reassign principals for the purpose of eliminating any vestiges of or patterns of assignments based on race. The percentage of nonminority principals assigned to minority schools would be the same as the percentage of nonminority principals assigned in the system as a whole.

The plaintiff and defendants filed cross motions for summary judgment in a reverse discrimination action arising out of the plaintiff's termination.

Issue: The issue to be decided by the U.S. District Court is whether the plaintiff was denied rights guaranteed him under Title VI of the CRA 1964.

Holding: The plaintiff's claim under the plan failed. The plaintiff had no claim as a third party beneficiary because the agreement was not for his direct benefit.

Reasoning: The plan was superseded by a consent decree between the school Board and the Department of Health, Education, and Welfare.

Disposition: The U.S. District Court granted the defendant's motion for summary judgment.

Citation: *Joseph Lyznicki v. Board of Education School District 167, Cook County, Illinois, et al.* (707 F. 2d 949. U.S. App 1983).

Key facts: The plaintiff was principal of an Illinois public school. The school Board voted to renew the plaintiff's contract for the following year. However, in June, the superintendent recommended, without informing the plaintiff, not to renew the plaintiff's contract as principal but to demote the plaintiff to a regular classroom teacher.

The plaintiff sued the defendants in District Court under 42 U.S.C.S. §1983. The District Court dismissed the complaint. The plaintiff sought review of the District Court's decision,

claiming he was deprived of his property right in continued employment as a principal without due process of law. The plaintiff claimed U.S. Const. Amend XIV was violated.

Issue: The Court of Appeals needed to decide if the plaintiff was deprived of his property rights to continue employment as a principal without due process of law.

Holding: The Court of Appeals held the plaintiff had no right under state law to continued employment as a principal.

Reasoning: the Court of Appeals reasoned plaintiff had tenure as a teacher and had the plaintiff been discharged as a teacher he would have a legitimate claim. The court held under Ill.Rev.Stat.ch.122 § 10-23.8b (1981) the principal was employed as an at-will principal, which created no XIV Amendment property right.

Disposition: The Court of Appeals affirmed the judgment of the District Court.

Citation: *Judith Ehorn v. Board of Education of Robinson Community Unit School District No. 2*, 548 Ill. App. 3d 695; 618 N.E. 2d 1149; 1993 Ill App.

Key facts: Ehorn, the plaintiff, became principal of the elementary school in 1986 and served in that capacity until 1991 when she was reclassified as a classroom teacher. The plaintiff attended private and public hearings regarding her reclassification.

The Board notified the plaintiff she was reclassified to a teaching position with a corresponding reduction in rank. The plaintiff filed a complaint based on Illinois School Code §10-23.8b.

Issue: Whether the defendant violated Illinois School Code 10-23.8b when it reclassified the plaintiff as a classroom teacher.

Holding: The trial court granted proper judgment on the pleadings. Furthermore, the written notice the plaintiff received containing the facts of her reclassification satisfied §10-23.8b.

Reasoning: The hearings were sufficient because reclassification was within the Board of Education's discretion. In light of the facts, §10-23.8b of the school code is the only statute that governs this case. The statute is clear as a matter of law. The defendant was not required to fulfill any other duties the plaintiff sought.

Disposition: Affirmed.

Citation: *George Meadows v. School District U-46, Counties of Kane, DuPage and Cook*, 41 Ill. App/ 3d 335; 490 N.E. 2d 140; 986 Ill. App.

Key facts: Meadows, the plaintiff, was principal in the school district since 1964. The plaintiff was notified by the school Board of its intent to reclassify him as a teacher. Reclassification would result in a corresponding reduction in salary. The plaintiff was serving under a 1-year contract. The plaintiff was granted a private and public hearing before the Board as required by an Illinois statute as well as given a list of reasons for the demotions. The plaintiff demanded a hearing before a disinterested party but the school Board moved forward with the demotion. The trial court granted summary judgment to the plaintiff. The school Board appealed.

Issue: Whether the Board was required to comply with the procedures set out in §10-23.8b for reclassification of principals or the procedures set out in §§24-11 and 24-12 for removal of or dismissal of tenured teachers.

Holding: The plaintiff is only entitled to a private and public hearing before the Board pursuant to Ill. Rev.Stat.ch 122 paragraph 10-238b.

Reasoning: Paragraph 10-23.8b was not limited to principals with multiyear contracts. Even though a principal only had a single year contract, provisions of paragraph 10-23.8b were applicable to him. The legislative intent of paragraph 10-23.8b only provided those principals with notice and an opportunity to discuss the reasons for the reclassification to contest the validity of those reasons.

Disposition: Reversed and remanded.

Indiana

Citation: *Castor School Corporation v. Russell B. Phillips, Jr.*, 689 N.E.2d 1294 (Ind. App. 1998).

Key facts: Defendant Phillips served as an elementary school principal at Castor from August 1978 to June 1995. The defendant's most recent contracts were for the period July 1993 to June 1995. In the spring of 1994, the plaintiff began the process of dismissing the defendant for cause. In June of 1996, the defendant brought an action for declaratory judgment because the plaintiff did not follow the nonrenewal procedure during the 1995-1996 school year. The defendant's contract remained in effect for the 1996-1997 school year. On November 4, 1996, the trial court entered a declaratory judgment to that effect.

The plaintiff, School Corporation, challenged the order from the Fulton Superior Court that issued the declaratory judgment for the defendant. The Superior Court found the employment contract remained in effect for the period in question.

Issue: The issue facing the Court of Appeals is whether a statutory provision requires principals to be notified in a timely manner or the principal contract is renewed each year until the principal is notified in the manner required.

Holding: The Court of Appeals held that Code §20-6.1-4-17.2 did not permit an indefinite number of 1-year contract renewals for as long as the school corporation failed to give statutory notice.

Reasoning: The Court of Appeals stated the legislature's use of the word "only" in the statute limit the contract renewal or nonrenewal of a principal's employment contract for no longer than the school year in question. The Court further stated this interpretation advanced the efficiency of the school system rather than the individual's rights.

Disposition: The trial court's declaratory judgment is reversed.

Citation: *Paul Chambers v. Central School District School Board of Greene County*, 514 N.E.2d 1294 (Ind. App. 1987).

Key facts: Chambers, the plaintiff, began his employment as a high school principal with a written contract for July 13, 1981, to July 13, 1983. On March 18, 1982, the school Board granted the plaintiff a 3-year extension, writing three separate contracts. The contracts were for 1983-1984, 1984-1985, and 1985-1986 school years. On August 15, 1984, the superintendent notified the plaintiff by letter that the School Board was going to meet on September 20, 1984, to cancel his indefinite contract. The plaintiff sought redress and the circuit court granted summary judgment in favor of the Central School District.

Issue: The issue before the Court of Appeals is whether the defendants breached the contract of the plaintiff when he was terminated.

Holding: The school district satisfied its contractual obligation to the principal by utilizing procedures in Ind. Code §§20-6.1-4-10.5 and 20-6.1-4-11.

Reasoning: The school district's notice to the principal of its intent to cancel his contract was sufficient notice. Indiana Code §§20-6.1-4-10.5 and 20-6.1-4-11 were applicable in the cancellation of both definite and indefinite contracts.

Disposition: The Court of Appeals affirmed the trial court's judgment.

Citation: *Eula F. Warfield v. Dr. James A. Adams superintendent, The Board of School Commissioners of the City of Indianapolis*, 582 F. Supp. 111 (1984, U.S. Dist.).

Key facts: The plaintiff, a Black female, was employed by the Indianapolis Public School System (IPS) as an elementary school principal in 1969. On July 15, 1982, Superintendent Adams notified the plaintiff by telephone of his intention to reassign her to a teaching position. The superintendent followed up the conversation with a letter. The plaintiff requested a hearing and it was granted on August 16, 1982. The day after the hearing, the Board approved the superintendent's recommendation and the plaintiff was notified.

The plaintiff was demoted from school principal to teacher. The plaintiff filed suit against the defendants, claiming denial of due process, racial discrimination, breach of contract, and other state claims. The plaintiff and defendants file for summary judgment on the plaintiff's claims.

Issue: The Court of Appeals will decide if the plaintiff faced denial of due process, racial discrimination, breach of contract, and other state tort claims.

Holding: The Court held the plaintiff did not state any federal claims that would give the Court power over federal question jurisdiction and there were no independent jurisdictional bases for the state claims. The plaintiff was demoted, not terminated, and the plaintiff did not prove her demotion was based on racial discrimination.

Reasoning: The plaintiff did not have a protected property interest because she was demoted not terminated thus no denial of due process. The plaintiff's discrimination claims were without substantiation.

Disposition: The Court of Appeal granted summary judgment for the defendants on the federal claims. The state claims to be dismissed without prejudice.

Kansas

Citation: *Jerry L. Peterson v. Unified School District*, No.418 724 F. Supp. 829 (U.S. Dist 1989).

Key facts: The plaintiff signed a 3-year contract covering the 1983-1986 school years. During the 3 years, the plaintiff was principal of Lincoln Elementary School in McPherson County Kansas. On February 24, 1986, the superintendent, Hobbs, recommended to the school Board not to renew the plaintiff's employment contract because the plaintiff had lost the confidence of the faculty. The Board accepted the recommendation and 1 month later the Board's president, Skipton, notified the plaintiff of the Board's decision.

The plaintiff requested a hearing with the school Board and the hearing was held on April 18, 1986, in executive session. The plaintiff inquired why his employment contract was not renewed.

The plaintiff filed a civil rights action under 42 U.S.C. §1983 alleging the school district violated his civil rights when they non-renewed his employment contract. The school Board filed for summary judgment.

Issue: The issues before the court were whether the plaintiff's civil rights were denied under 42 U.S.C. 1983 and was the plaintiff denied a hearing to clear his good name and reputation.

Holding: The plaintiff's statutory property and procedural due process was not violated, according to the Nonrenewal Procedure Act which outlined the steps that must be taken when an administrator gains tenure and is faced with non-renewal, K.S.A. 72-5451(b) and K.S.A.72-5455.

The president of the school Board advised the plaintiff he had a right to request a hearing. The hearing was held on April 18, 1986.

Reasoning: Kansas K.S.A. 72-5452 requires tenured administrators be given a notice of nonrenewal by April 15. Kansas K.S.A. 72-5453 requires tenured administrators who are nonrenewed have a right to a hearing in executive session. On both counts, the defendant followed the procedures outlined in the Administrators Acts.

Disposition: The defendant's motion for summary judgment is granted.

Citation: *Loralea M. Francis v. Unified School district No. 457*, 19 Kan. App. 2d 476; 871 P.2d 1297 (1994, Kan. App).

Key facts: The plaintiff was hired by the school district as principal of a grade school. On July 30, 1992, the plaintiff was suspended with pay. On December 3, 1992, the plaintiff was terminated shortly after being convicted of shoplifting. The plaintiff initiated an action for wrongful termination and breach of contract and tort. The trial court granted the school district's motion for dismissal for lack of jurisdiction. The trial court stated the plaintiff was given 30 days after the termination notice to appeal to the school Board: Kan. Stat. Ann §60-210(d)(supp,1993). The plaintiff sought review of the trial court's decision.

Issue: The issue before the Court of Appeals is to determine if the plaintiff appealed her termination in a timely manner to the school Board.

Holding: The court held the critical requirement of the statute, Kan. Stat. Ann. §60-210(d) (supp, 1993), was employees had 30 days to file an appeal with the school Board. The court also held a right to appeal was not a constitutional right but a statutory right.

Reasoning: Nothing was filed with the school Board 30 days after the notice of termination. A petition was filed with the District Court within 30 days but nothing was served on the school Board until January 6, 1993, 33 days after the plaintiff received notice of termination. The plaintiff did not file in a timely manner according to statute.

Disposition: The Court of Appeals affirmed the trial court's order.

Citation: *Barbara Pierce and Preston Pierce v. Unified School District, No.386*, 726 F. Supp. (1989. U.S. Dist).

Key facts: Both plaintiffs were hired under at-will contracts, Preston as principal starting in 1977 and Barbara, his wife, as bus driver and sporting concessionaire. During his tenure as principal, Preston was given a leave of absence to seek treatment for alcohol related problems.

In a cost cutting measure, the school Board decided one principal would govern the school, K-12. The grade level principal was certified K-12 but Preston was certified 9-12. The Board decided not to renew Preston's contract; at the same time, the school Board did not renew Barbara's contract as bus driver. In addition, the Board allowed the sporting concession contract to expire.

Both requested a hearing and were granted a hearing before the school Board. Shortly after the school Board hearing, both plaintiffs filed an action before the District Court claiming they were deprived of property and liberty interests without due process in violation of 42 U.S.C.

§1983. In addition, Preston claimed he was wrongfully discharged because he was a recovering alcoholic.

Issue: The issue that must be decided is whether the plaintiffs were wrongfully discharged.

Holding: The following was held by the court: (1) the plaintiffs had not stated a claim for wrongful discharge,(2) the plaintiffs were employees at will and were terminated properly, (3) the plaintiffs did not exhaust all administrative procedure available to them, (4) no public policy of Kansas prohibits nonrenewal of employment contracts based on an employee's alcoholism, and (5) school Board members were entitled to qualified immunity when acting in their official capacities of voting not to renew contracts.

Reasoning: Both employees were at-will employees; therefore, their contracts were allowed to expire. No wrongful discharge claim could exist. By Preston's own admission his handicap was not the sole reason for his discharge. Under section 504 of the Rehabilitation, Preston must prove he was qualified for the position. All other claims are moot under at-will employment.

Disposition: The District Court granted summary judgment for the defendants and dismissed all claims by the plaintiffs.

Kentucky

Citation: *Ann Painter v. Campbell County Board of Education and Roger Brady, Superintendent*, 417 F. Supp.2d 854 (2006 U.S. Dist.).

Key facts: The school Board of Campbell County Kentucky decided to close and consolidate an elementary school where the plaintiff was employed as a principal. The closing

was due to budget cuts. The principal gave a speech at a public meeting expressing her opposition to the consolidation and closing. A few months later the principal was reassigned to another school and demoted to reading teacher. The plaintiff was notified of the reassignment pursuant to Ky. Rev. Stat. Ann §161.765. At a hearing requested by the plaintiff, the superintendent cited numerous deficiencies in the principal's performance as the reason for the decision. The plaintiff filed an action alleging that her First and Fourteenth Amendment Rights were violated. The defendants filed for summary judgment.

Issue: Did the school Board and superintendent deny the plaintiff her substantive due process rights and violate her First Amendment Rights?

Holding: The court held the plaintiff's claims of substantive due process rights violations failed. The court held that the plaintiff's demotion had nothing to do with her 5-minute public speech, simply because she was allowed uninhibited to voice her opinion.

Reasoning: The actions of the defendants were not so egregious they shocked the conscience. Furthermore, the defendant's actions did not constitute an arbitrary and malicious abuse of power, which would violate her substantive due process rights under the Fourteenth Amendment. The 5-minute speech was protected speech because it touched on a matter of public concern. The defendant's interest in an efficiently operated workplace did not outweigh the plaintiff's interest to speak.

Disposition: The court granted defendants motion for summary judgment.

Citation: *Robert Eaton v. Newport Board of Education, et al, Kentucky Education Association, KEA, and William Gist local agent for KEA*, 975 F.2d 292; (1992 U.S. App).

Key facts: Robert Eaton was principal of Owens Elementary School in Newport Kentucky for 18 years. On June 4, 1987, Eaton was introducing new personnel to the school staff

and asked the new teacher “have you met Sylvia Covington our resident nigger? Ms. Covington was the only Black employee at the school.

The employee filed a complaint and sought the principal’s discharge. The KEA and its representative participated in the complaint. They encouraged the school Board to terminate the plaintiff. The school Board eventually terminated the plaintiff but the Court of Appeals reversed the decision. The plaintiff then brought an action against the KEA and William Gist for conspiring to violate his substantive and due process rights. The plaintiff further alleged KEA and Gist’s actions amounted to a tort of outrageous conduct. The District Court ruled in favor of the plaintiff. KEA and Gist appealed to the Court of Appeals.

Issue: Did KEA and Gist conspire to deny the plaintiff his substantive and due process rights and was KEA and Gist’s actions outrageous conduct?

Holding: The Court of Appeals held KEA and Gist did not violate the plaintiff’s substantive and due process rights. The only evidence presented by the plaintiff was that of KEA and Gist acting on behalf of Covington.

Reasoning: The Court reasoned all actions by KEA and Gist were public and legal. Furthermore, KEA and Gist’s actions may be characterized as a conspiracy. Their actions are more accurately and commonly known as free express and political organizing. Finally, the court stated the First Amendment to the U.S. Constitution prevents the government from abridging the freedom of speech or the right of the people to assemble and to petition the Government for redress of grievances. The actions of KEA and Gist of lobbying a school Board to terminate a teacher were protected from liability, hence free speech.

Citation: *Marie F. Arney v. Charles W. Campbell and the Simpson County Board of Education*, 856 F. Supp. 1203; 1994 U.S. Dist.

Key facts: Arney, the plaintiff, was notified by letter from the superintendent, acting on behalf of the school Board, she was demoted to classroom teacher. The demotion was effective the next school year. The demotion included a subsequent reduction in salary. The letter also stated the demotion resulted from two unsatisfactory evaluations. Arney's evaluations revealed poor morale among the staff, her opposition to implementation of a site-based council program, and dictatorial leadership style.

Issue: Whether the Teacher Tenure Law of Kentucky violated equal protection, age and gender discrimination violation, and violation of the plaintiff's free speech.

Holding: The new Teacher Tenure Law had a rational basis. The facts reveal the demotion was based on Arney's outspoken criticism of the new reform. Therefore, her rights as a public employee to speak on the matter were implicated. In addition, there is circumstantial and direct evidence of discrimination.

Reasoning: The new version of the teacher tenure law had a rational basis. Due to the power of principals, it may be necessary to remove them swiftly in order to comply with changes. Besides, there is a legitimate distinction between principals and other administrators supporting the sweep of the tenure statute. The school district hired a younger male with less experience to replace the plaintiff. This act, coupled with the superintendent's statement "you should retire," gives credence to the claim of age and gender discrimination. The plaintiff's speech not only concerns a public issue but also is part of her duties as an educator. If the implementation of the program was current and not later, 1996, the plaintiff's opposition might have directly contradicted aim of her employer and her speech might have well been unprotected.

Disposition: Sustained in part and overruled in part.

Louisiana

Citation: *L.D. Spears, Jr. v. Beauregard Parish School Board*, 98-1604 (La. App. 3 Cir. 3/31/99) 732 So. 2d. 671(1999 La. App.).

Key facts: The plaintiff teacher gained tenure as the principal of a high school. Three years later, the superintendent of the school system brought charges of dishonesty against the plaintiff. The school Board further concluded, after its investigation, the finding of facts supported a charge of dishonesty, and placed the plaintiff on administrative leave.

The Board offered the plaintiff a teaching position after placing him on leave. The plaintiff, in turn, filed a petition for declaratory judgment and injunctive relief against the defendant. The trial court denied the request for an injunction and ruled the plaintiff had been removed from his position as principal according to the Teacher Tenure Law, La. Rev. Stat. Ann. § 17:443. The plaintiff appealed to the Court of Appeals.

Issue: The issue before the Court of Appeals is whether the trial judge abused his discretion by refusing to render a declaratory judgment.

Holding: The Court affirmed the order that entered the declaratory judgment and assessed the costs of the appeal to the plaintiff. The defendant Board properly followed the statutory procedures provisions for removal of plaintiff from his position as principal.

Reasoning: The Board properly followed procedural provisions for removal under La.R.S. 17:443. The Board must order Mr. Spears either (1) fired or (2) demoted from his position as principal. Mr. Spears was put on administrative leave then offered another position. The Board clearly revoked Mr. Spears' status as principal but not as a teacher.

Disposition: The judgment of the trial court declaring Mr. Spears has been removed from his position as a tenured principal is hereby affirmed. The trial judge did not err in his judgment.

Citation: *Aubrey N. Smith Jr. v. Evangeline Parish School Board*, 95-284 (La.App.3 Cir 10/04/95); 663 So. 2d 281, (1995 La. App.).

Key facts: In July of 1989, the Evangeline School Board appointed the plaintiff as principal of Marmou Upper Elementary School. In July 1990, the Board and the plaintiff signed a contract giving the plaintiff 2 years as principal. In August 1992, the school Board verbally notified the principal that his contract would not be renewed. The plaintiff was never given a written notice of the school Board decision. The plaintiff submitted his resignation and applied for retirement. The Board accepted the principal's letter of resignation.

The plaintiff then sued the Board and its insurer, alleging he was wrongfully terminated. The plaintiff alleged the Board failed to give him written notice of its reason for not renewing his contract as required by statute. The trial court found in favor of the school Board. The plaintiff appealed the trial court's decision.

Issue: Did the school Board wrongfully terminate the plaintiff's employment contract by not giving the plaintiff a written notice?

Holding: The court rejected the principal's contention the Board committed fraud by failing to inform him he was entitled to notice of reason for nonrenewal. The court also held the record did not support the plaintiff's assertion that his retirement was coerced or the Board tricked him into retiring.

Reasoning: Whether the school Board followed La.Rev.Stat. § 17L444(b)(4)(iv) or not became moot upon Mr. Smith's retirement. His retirement was effective when the school Board accepted his retirement in a legal Board meeting. The school Board did not have any obligation to follow the termination steps as required by statute after retirement.

Disposition: Affirmed.

Citation: *Mildred Sylvester v. Edward Cancienne, Jr.; Assumption Parish School Board*, 950789 (La. App. 1 Cir. 11/09/95); 664 So. 2d 1259; 1995 La. App.

Key facts: Sylvester, the plaintiff, was employed by the Assumption Parish School District for over 30 years. The last 14 years the plaintiff served as principal of Labadieville Primary School. The record revealed a disruptive 5-year-old student was brought to the plaintiff's office and the principal had his wrists and ankles duct taped. Moreover, the principal had the student roped to a desk in the office on display for public viewing. The school Board voted to demote the principal to classroom teacher, citing incompetence and willful misconduct.

Issue: Whether the school Board's actions in demoting the plaintiff were arbitrary, abuse of discretion, and bias.

Holding: The Board's decision was not compromised for alleged bias of one Board member. There was no error in refusing the offer of irrelevant evidence by the principal. Furthermore, there is no discovery in school Board hearings.

Reasoning: The results of the school Board decision would have been the same even if the one member had rescued herself. The principal claim of bias was tenuous at best. There was no error in the Board's decision not to allow the principal to review evidence before the hearing.

Disposition: Affirmed.

Maryland

Citation: *Board of Education of Carroll County v. Carroll County Education Association, Inc.*, 53 Md.App.355; 452 A.2d 1316 ;(1982 Md. App).

Key facts: The teacher, the plaintiff, filed a grievance against the school Board after her employment was terminated. The school Board sought a determination regarding its arbitration

agreement with the association. The trial court found an arbitrator had the power under the agreement to issue an award regarding tenure. The school Board claimed it was not authorized to delegate its authority regarding tenure to an independent arbitrator.

Issue: The primary issue is whether the Board of Education of Carroll County relinquishes its authority of granting tenure to an independent arbitrator, Carroll County Education Association.

Holding: The court held the arbitration agreement limited the arbitrator's authority and the school Board had expressed authority under Md. code Ann. Educ. § 6-201(f) to determine tenure. The court also held the school Board could not bargain away the Maryland Board of Education's authority to prescribe procedural rules regarding tenure. In addition, whether the teacher could appeal her termination by the school Board was not a subject involving the arbitration agreement.

Reasoning: The court reasoned the out-of-state cases used by the lower court to justify its ruling were not impressive. In fact, the Court of Appeals stated it saw no purpose in going beyond the language of the agreement and the State's own statutes. In the agreement, it is clear that the arbitrator's authority is limited. The limitation denied the arbitrator an opportunity to usurp the prerogatives' or the responsibilities of the school Board as the Board was statutorily charged. The court also reasoned that the statutory chain of responsibility from the General Assembly delegated through the State Board of Education to the local Board of education. The chain clearly spells out that the local Board has express authority delegated by law to determine tenure.

Disposition: Judgment reversed. Case remanded to the Circuit Court of Carroll County for a declaration in accordance with the court's opinion.

Massachusetts

Citation: *Lynne Christensen v. Kingston School Committee; Gordon L. Noseworthy, Superintendent*, 360 f.Supp.2d 212; (2005 U.S. Dist).

Key facts: In August 2002, the plaintiff entered into a 3-year contract, signed by the superintendent for the Committee. The plaintiff was informed both verbally and by letter the superintendent had eliminated her principal position. The stated reason was fiscal constraints and reorganization of administration of elementary schools. Although her 3-year contract period was not up, the Committee voted to eliminate the principal's position and terminate her employment.

The plaintiff sued the school district for violation of her federal procedural and substantive due process rights, her state procedural and due process rights, 42 U.S.C.S. §1983, breach of contract and breach of the implied covenant of good faith and fair dealing. The defendants moved to dismiss the charges.

Issue: Did the defendants violate the plaintiff's procedural and due process rights, her state procedural and due process rights, breach of contract and breach of implied covenant of good faith and fair dealing when terminating her employment because of fiscal constraints?

Holding: The court held Mass. Gen. Laws ch.71, §41 did not create a property right. Nor did the claimed interests resemble those interests previously viewed as fundamental by the Constitution. However, the plaintiff had a 3-year contract and warranted further review.

Reasoning: Because the principal did not have protected property interest in her position, her federal and state procedural and substantive due process and 42 U.S.C.S. §1983 claims were without merit. However, Mass. Gen. Laws ch.71, §41 does provide for contracts up to 3 years in duration and, on that basis, a valid contract existed and the breach of contract claim warranted further review.

Disposition: Defendants' motions to dismiss granted in part and denied in part. Claim remanded to state court.

Citation: *Jeffrey A. Daury et al v. Charles Smith, et al.*, 842 F.2d 9 (1988).

Key facts: Jeffery Daury had worked for the Pittsfield school system since 1970 as a school principal. In 1983, the school district decided to close one school because of financial constraints. The closing necessitated a demotion of one principal. The school system decided on Daury. The school system acted within the collective bargaining agreement and performance and seniority was considered when deciding whom to demote.

Over the years, Daury was involved in three incidents which prompted the school system to require him to see a psychiatrist. After three meetings with the psychiatrist, the school system reinstated Daury, not as a principal but as a lead teacher. The school system asked for and was granted a meeting with Daury's psychiatrist in order to clear up some misleading details in the report sent to the system by the psychiatrist. Daury filed suit against the system. The school system filed for summary judgment and the District Court granted the summary judgment. Daury appealed.

Issue: Whether the school district violated Daury's right to privacy when the system required him to see a psychiatrist as a condition of continued employment. Whether the system deprived Daury of his rights to privacy when the system met with Daury's psychiatrist without inviting him or his attorney.

Holding: The court held that requiring Daury to see a psychiatrist did not violate his right to privacy. The meeting with Daury's psychiatrist without the principal's attendance did not deprive Daury of his privacy rights. The Court of Appeals would not consider other counts that were not in the complaint.

Reasoning: The court found no violation of Daury's constitutional rights when the committee required the principal to see a psychiatrist. The system sought a professional opinion to ensure the principal would not jeopardize the safety, health, and well-being of the educational environment. The matter is clearly an issue of public concern over that of right to privacy. The principal offered no evidence of substance to contradict the system's position.

The court refused to address the retaliation claim because it was contained in issue two of the complaint and any attempt by the principal to amend the motion at this late stage is without merit.

Disposition: Affirmed.

Michigan

Citation: *Sammie E. Harris v. Detroit Public Schools*, 245 Fed. App. 437. 2007 U.S. App.

Key facts: Sammie Harris, the plaintiff, was hired as a contract principal for Northern High School on a year-to-year basis by the Detroit Public Schools (DPS). The contract provided Harris was an at-will employee who could be terminated at any time with or without cause by the chief executive officer of DPS.

In 2001, Harris discovered the school bookkeeper had engaged in unacceptable accounting procedures. The bookkeeper resigned and Harris appointed a social studies teacher as interim bookkeeper. The Detroit Public Schools did not approve hiring a permanent bookkeeper until after the social studies teacher resigned as bookkeeper.

Another financial problem was discovered regarding bookkeeping procedures. An audit confirmed missing funds from a fundraising event. Harris sent a notice to the DPS human resource officer declaring his intent to retire at the end of the 2003-2004 school year. An article

appeared in various news media disclosing improper accounting procedures. Harris was notified by letter by DPS that he was placed on administrative leave until a final resolution of the school's finances. Harris filed suit with the District Court and DPS filed for summary judgment. The District Court granted summary judgment and Harris appealed.

Issue: The issues before the U.S. Court of Appeals are did DPS retaliate against Harris thereby violating his First Amendment rights of free speech? Did DPS deprive Harris of procedural and substantive due process rights?

Holding: Harris voluntarily resigned his position and was suspended with pay and full benefits. Harris's suspension did not constitute a constructive discharge. Harris obtained no contractual interest in continued employment and these claims must be addressed in state court. The section 1983 claim did not assert an independent right.

Reasoning: Harris did not establish a prima facie retaliation claim under the First Amendment. A deprivation of a constitutionally protected interest would trigger due process protection. In addition, 42 U.S.C §1983 does not create substantive rights.

Disposition: Affirmed.

Citation: *Willese Everson v. Board of Education of the School District of the City of Highland Park, the Highland Park School Board*, 123 Fed. Appx.221; (2005, U.S. App.).

Key facts: The plaintiff was hired on November 27, 2000, for a 2-year term as recommended by the superintendent. The position was a non-tenured position with the first year of the appointment as a probationary period. Everson did not sign a contract at the time she was hired but signed one immediately prior to her termination. The plaintiff claimed she signed the contract without carefully reading it and under duress. The contract clearly stated during the

probationary period the administrator might be, without notice, reassigned, terminated, discharged, or demoted without just cause.

A controversy arose about the superintendent's termination. The plaintiff spoke on the superintendent's behalf during a Board meeting. At the next month Board meeting, the plaintiff was terminated. The plaintiff sued the defendants alleging violation of First Amendment rights to freedom of expression and association. The plaintiff also alleged violation of Mich.Com. Laws §380.1229, along with breach of contract. The defendants filed for summary judgment and the U.S. District Court granted summary judgment in favor of the defendants. The plaintiff appealed to the Court of Appeals.

Issue: The issues are did the defendants violate the plaintiff's First Amendment rights to freedom of expression and association. Did defendants violate Mich. Com. Laws §380.1229, which outline reasons for terminating nontenured employees? Did defendants breach contract with plaintiff when her employment contract was terminated?

Holding: The court held the principal could not establish the written contract was void on the ground that it violated § 380.1229. Since the contract was for a probationary period, plaintiff had no legitimate expectation of continued employment. Therefore, the defendants were free to terminate her employment without cause.

Reasoning: Michigan §380.1229 does not specifically address the rights of probationary employees; rather, the statute speaks in terms of administrators who do not assume tenure. Furthermore, the plaintiff failed to present any evidence she was discharged because of her speech, her political affiliation, or her freedom of association. On the other claim regarding violation of free speech, evidence does exist to establish a violation of the plaintiff's free speech rights.

Disposition: The court affirmed in part, reversed in part, and remanded to the District Court for further proceedings regarding the First Amendment free speech claim.

Minnesota

Citation: *Myron O. Ostlund v. Independent School District No. 47*, 354 N.W. 2d 492; 1984 Minn. App.

Key facts: Ostlund was the principal at a senior high school in Sauk Rapids. Ostlund was a tenured principal in the school district. In May of 1979, Ostlund took an approved administrative leave from the district. While on leave and after Ostlund had notified the district of his intent to return from the leave, the school district started termination proceedings. Pursuant to Minnesota Statute 125.12, Ostlund received notice of termination, a hearing, and an Order of Termination. Ostlund petitioned for a writ of certiorari on June 20, 1983. The court denied the writ and Ostlund appealed.

Issue: Issues are whether the findings concerning service of notice of deficiency are supported by substantial evidence, whether the hearing examiner's reliance on incompetent evidence was impermissible, and whether the school Board's delay in starting termination proceedings was arbitrary or capricious.

Holding: The records support the Board's determination that Ostlund received written notice of deficiency and failed to make corrective actions. The evidence utilized to support the Board's determination was relevant and sufficiently probative to be relied upon. The delay in commencing the termination proceeding during the principal's voluntary unpaid leave was neither arbitrary nor capricious.

Reasoning: The superintendent's secretary testified she placed the deficiency letter in the principal's mailbox. Ostlund submitted his first and only evaluation report the week the deficiency notice was delivered. Ostlund's evaluations revealed a consistent decline in the principal's teacher evaluation ratings over his last 3 years with the district.

Disposition: Affirmed.

Citation: *Ambbia Finley v. Independent School District No. 566*, 359 N.W. 2d 749; 1985 Minn. App.

Key facts: Finley was a full-time elementary principal for the 1983-1984 school year. Finley was tenured within the school district. When the district experienced financial problems, the school Board decided to reduce the elementary school principal position to half time. The superintendent was a certified elementary school principal and had more experience than Finley.

In April 1984, the superintendent served Finley a Notice of Proposed Placement on Unrequested Leave of Absence. Finley exercised her rights to a hearing. The hearing officer found the unrequested leave of absence justifiable and the Board in a legal meeting offered Finley a full-time teaching position. Finley filed for a writ of certiorari.

Issue: Did the school district comply with the procedural requirements for placing Finley on unrequested leave of absence?

Holding: The court held the Board failed to take proper actions to place Finley on an unrequested leave of absence. The school Board failed to follow procedures set out in §125.12 which involved two decisions: (1) a decision to propose termination or demotion, and (2) a decision after the hearing to terminate or demote.

Reasoning: The school Board has the right to terminate or demote employees. The school Board may also delegate administrative tasks but it could not delegate its authority to terminate or demote continuing contract employees.

A continuing contract employee has a protected property interest. The protected property interest can only be terminated under the procedurals set out in Minn. Stat. §125.12.: (1) a decision to propose termination or demotion and (2) a decision after the hearing to terminate or demote employee.

Disposition: Reversed.

Citation: *Merlin Klein, v. Board of Education of Independent School District No. 671, Hills: Beaver Creek, Minnesota*, 497 N.W. 2d 620 (1993 Minn. App.).

Key facts: The plaintiff was employed by the Independent School District No. 671 in 1967 as an elementary school principal. The plaintiff had served for 25 years as principal in that school district. In January 1992, the school district adopted a reorganizational plan that would discontinue the position of elementary principal. The defendant discharged the plaintiff by placing him on unrequested leave of absence. The plaintiff requested a hearing over the discharge from a tenured position.

In April 1992, the Board reduced the elementary principal position to half time and combined it with a half-time superintendent's position. The Board filled the position with a person with less seniority than the plaintiff. A hearing examiner found the procedures proscribed by §125.12 was followed. The plaintiff's unrequested leave was valid. The Board then recalled the plaintiff back for the 1992-1993 school year as a full-time elementary teacher. The plaintiff sought a review of the Board's decision.

Issue: Did the school district err in failing to honor the principal's continuing contract rights? Did the school district err in its attempt to assign a less senior person to a newly created position as half time elementary principal and half time superintendent?

Holding: The school Board erred by placing the plaintiff on unrequested leave of absence in order to replace him with a less senior administrator in a newly created position. The court also held Minn. Stat. §1213.34 only protect the superintendent from a more senior person bumping him or her from his or her job.

Reasoning: Under Minnesota's statutory law, a continuing contract employee has various rights: the right to continue in one's present job, the right to bump junior staff if one's position is eliminated, and the rights to have the school Board make a reasonable realignment of positions so that one can displace a less senior employee.

Disposition: The court reversed the Board's discharge of the principal and remanded the action with instruction that he be reinstated.

Citation: *Theodore R. Fisher v. Independent School District No.622*, 357 N.W. 2d 152; 1984 Minn. App.

Key facts: Fisher, the plaintiff, was employed as an elementary school principal. The plaintiff's employment spanned 22 years. The plaintiff was accused of sexually abusing a student between 1967-1971. The student gave the only testimony that established these visits took place. A drawing by the student of the principal's office and adjoining offices was essentially correct. The claims surfaced against the principal in 1983 when the student was 23 years old.

The superintendent of the school district met with the plaintiff on December 12, 1983, and notified the plaintiff of his intent to recommend immediate dismissal. The following day the

plaintiff resigned without admitting guilt. The Board rejected the plaintiff's resignation and approved the plaintiff's discharge.

Issue: Was the Board's dismissal of plaintiff for immoral conduct unbecoming a teacher supported by substantial evidence? Did the remoteness of the charges result in a denial of due process?

Holding: The discharge of the plaintiff was supported by substantial evidence. The seriousness of the charges of sexual conduct required dismissal, despite the remoteness of the conduct. The remoteness did not result in a denial of due process.

Reasoning: There is no limitation period, according to Minn. Stat. §125.12.8., for the ground for immediate discharge. The Board gave the plaintiff all the information requested concerning the charges against him. An independent hearing examiner was hired to conduct the hearing, make finding of facts, and make a recommendation to the Board. The plaintiff was given a lengthy hearing, during which he had an opportunity to cross-examine witnesses.

The loss of possible evidence did not constitute a deprivation of due process because the evidence would not likely produce corroborating facts.

Disposition: Affirmed the Board decision.

Citation: *Shirley Johnson v. Independent School District No. 281*, 479 N.W.2d 392; 1991 Minn. App.

Key facts: Johnson, the plaintiff, was hired in July of 1990 as principal of Meadow Lake Elementary School. The position was for the 1990-1991 school year. The first weeks of school the plaintiff experienced problems. The teachers and staff expressed dissatisfaction with the plaintiff's job performance. In October, the plaintiff received notice of deficiency and probationary job performance.

In December 1990, the school staff met with the superintendent and again expressed concern about the plaintiff's job performance. In January, the district placed Johnson on administrative leave with pay. In May of 1991, the school Board sought to terminate the plaintiff's employment contract at the end of the school year. The plaintiff requested a list of reasons for nonrenewal and received the list in writing.

Issue: Did the suspension, reassignment, and termination implicate a due process requirement? Did the Board violate statute by terminating the plaintiff without a hearing? Did the plaintiff receive adequate procedural safeguards regarding suspension, reassignment, and termination?

Holding: The district actions regarding suspension, reassignment, and termination of the plaintiff were stigmatizing as to implicate a constitutionally protected liberty interest. The district actions required a hearing under Minn. Stat. §125.12. The district must provide the plaintiff with a hearing in which she has an opportunity to confront adequately the stigmatizing charges.

Reasoning: The district published comments were sufficiently stigmatizing to give rise to a protected liberty interest. The Board must grant a hearing to a probationary teacher who is discharged for cause during the period of the contract: Minn. Stat. §125.12.

Disposition: Writ of certiorari granted.

Mississippi

Citation: *Martha Sanders v. Leake County School District*, 546 F. Supp. 2d 351; 232 Ed. Law Rep.792.2008.

Key facts: Martha Sanders, the plaintiff, was employed by the Leake County School System as principal of Thomastown Attendance Center in 1998. In the spring of 2005, the

superintendent recommended the plaintiff's contract be nonrenewed for inadequate performance. The plaintiff was granted a hearing that lasted 3 days. After the meeting, the school Board accepted the superintendent's recommendation. The plaintiff filed a complaint citing violation of constitutional rights. The school district filed for summary judgment.

Issue: Did the school district violate the plaintiff's free speech right in retaliation for a previous claim against the school district? Did the school district violate the plaintiff's due process rights when the district failed to conduct an evaluation before nonrenewal?

Holding: The court held the principal did not have a protected speech in her race discrimination claim before the Equal Employment Opportunity Commission. The court further held the principal did not submit sufficient evidence to support the claim her speech was the motivating factor in her nonrenewal. The principal did not have a protected property interest in a performance evaluation.

Reasoning: The plaintiff presented no proof of causation. The facts are clear the defendant based the nonrenewal on the plaintiff's performance. The link between the plaintiff's EEOC charges is insufficient. Furthermore, the plaintiff offered no evidence that would create an issue of fact.

The court reasoned if the contract required a performance evaluation to be complete, the plaintiff was given an opportunity to correct deficiencies then the plaintiff's breach of contract might be sustained. There were no cognizable damages because of the omission of a performance evaluation. The nonrenewal would have occurred even if the evaluation were performed.

Disposition: Summary judgment granted for the defendant.

Citation: *Henry Simpson v. Holmes County Board of Education*, 2 So. 3d 799; 2009

Miss.App.

Key facts: In late February of 2006, the Mississippi Department of Education visited Williams Sullivan High School in Durant, Mississippi, to conduct an audit. Henry Simpson was the principal at the time of the visit. Three incidents occurred while the visit was in progress. There was a fire in a teacher's classroom while officials were in the room. An official of the visiting team was shot while walking on school ground. A fight transpired during an assembly program. Simpson and other dignitaries were present and had to intervene to stop the altercation.

Simpson testified he did not know about nor was informed of the shooting or fire until it was over. Once he gained knowledge of the incidents, he attempted to call the superintendent and the assistant superintendent but they were unavailable. The superintendent sent Simpson a letter informing him of his termination.

In the letter, the superintendent listed the reasons for the termination: failure to maintain order; ensure safety for faculty, staff, and students; maintain instructional integrity; and failure to follow Board policies and laws. Simpson requested a hearing and the hearing official sent the district a report but did not make a determination. After reading the report, the district decided the termination was proper. Simpson appealed to the trial court, which affirmed the district's decision. Simpson appealed again.

Issue: Whether the court's order affirming the decision of the Board was supported by substantial evidence. Whether Simpson was deprived of his constitutional right to due process.

Holding: the court held there was substantial evidence to support the chancery court order. Simpson was not deprived of his constitutional right to due process.

Reasoning: According to Miss. Code. Ann. §37-11-29(1) and the Holmes County School District Board Policy Manual, the principal was responsible for notifying the superintendent or his designee. Additionally, he was responsible for orally notifying law enforcement.

Simpson was provided notice. He was given an opportunity to present his version of the events to the hearing officer. Simpson fully exercised his right to appeal the Board's decision.

Disposition: Affirmed.

Citation: *Amite County School District and Amite County School Board v. Charles W. Floyd*, 935 So.2d 1034; 2005 Miss. App.

Key facts: The superintendent investigated a number of problems at Amite County High School. The principal, Charles Floyd, and his staff were dilatory in providing or coming forward with information requested by the superintendent. The superintendent asked the school Board to suspend Floyd so she could complete her investigation. Acting on erroneous legal advice, the Board suspended Floyd without pay. After the completion of the superintendent's investigation, Floyd was terminated by letter. The letter stated the following reasons for termination:

improperly charging students' fees, failure to maintain student records, removing a course without authorization, allowing improper use of school facilities, failure to perform duties, and failure to complete student class schedules. Floyd was granted a hearing but before the hearing, Floyd filed a petition.

Floyd petitioned the trial court seeking an injunction claiming he was denied due process because the school Board suspended him without pay. The court did not issue an injunction but found Floyd's rights had been violated and awarded him attorney's fees. The school Board and Floyd filed cross appeals.

Issue: The issues were whether the Chancellor erred by deciding substantial evidence did not support one or more reasons for the Board's dismissal action; whether the Board's decision was arbitrary and capricious; whether the Chancellor erred in failing to defer to the school Board's finding of facts; and whether the chancellor erred by improperly weighing the evidence, assessing the credibility of witnesses, and considering matters not in the record before the Board?

Holding: The chancellor improperly looked beyond the record before the school Board in making his ruling. The chancellor improperly substituted his own judgment for that of the school Board. The Board's decision was supported by substantial evidence.

Reasoning: After the court reviewed the record, it found three of the Board's reasons for termination were supported by substantial evidence. The chancellor acted against the mandate of Miss. Code. Ann. §37-9-113(3) and was in error in looking beyond the record before the school Board.

Disposition: Reversed and remanded.

Citation: *George C. Harris Sr. v. Canton Separate Public School Board of Education*, 655 So.2d 898, 1995 Miss.

Key facts: The plaintiff was principal for 23 years at Nichols Middle School in Canton, Mississippi. On February 3, 1989, the plaintiff was given a letter notifying him of his dismissal effective at 5:00 p.m. on the same day. It was alleged the principal assaulted and threatened another employee while serving in his official capacity. The superintendent fired the principal in his capacity and subsequently recommended the plaintiff's employment contract not be renewed. The school Board voted to uphold the superintendent's recommendation. The plaintiff sued the

school district. The Chancery Court affirmed the school Board's decision. The plaintiff appealed the judgment.

Issue: Did the school Board err when it terminated the plaintiff's employment contract for threatening and assaulting another employee?

Holding: The court held there was sufficient and substantial evidence to support a finding the principal had threatened and assaulted another employee.

Reasoning: The dismissal of a certificated school employee is governed by §37-9-59, which provides for good cause reasons for dismissal. In addition, there was sufficient evidence the plaintiff had threatened and assaulted another employee. Therefore, the Board did not err in terminating the plaintiff on these grounds.

Disposition: Judgment affirmed.

Citation: *Board of Trustees of the Jackson Public School District v. Bishop Earl Knox*, 688 So.2d 778; 1997 Miss.

Key facts: The principal of Wingfield High School was approached by a group of students with a request to read a prayer over the intercom system. The prayer would be at the beginning of each school day. Dr. Knox, the principal, informed the Deputy Superintendent of the students' plan. Dr. Knox apprised the Deputy Superintendent the students' request was permissible under the current law. The Deputy Superintendent advised the principal to seek a verdict from the staff attorney. The staff attorney had several conversations with the principal. The principal was told allowing students to read a prayer over the intercom system during the instructional day was unconstitutional.

Dr. Knox allowed students to read prayers over the intercom system despite the counsel of his superior and the school system's staff attorney. The school Board suspended him from his

duties for insubordination. Dr. Knox sued and the trial court reversed his suspension. The school system appealed.

Issue: The primary issue is whether the school Board acted within the authority granted it by Miss. Code Ann. §37-9-59. Did the school Board err in suspending and dismissing Dr. Knox for his actions?

Holding: The actions of the principal in disregarding the legal advice of the staff attorney and proceeding with the reading of school prayers constituted other good cause in support of suspension.

Reasoning: The court reasoned the principal consciously disregarded the school district's position regarding the legal issue as stated to him on four occasions by the school district attorney. The school district suspension was in line with Miss. Code Ann. §37-9-59. The code permits suspensions for incompetence, neglect of duty, immoral conduct, intemperance, and brutal treatment of a pupil or other good cause.

Disposition: The suspension of Dr. Knox is affirmed and the chancellor's ruling is reversed.

Citation: *Joseph O. Ford v. Holly Springs School District*, 665 So.2d 840 (1995 Miss.).

Key facts: Joseph Ford was the principal of Holly Springs High School. On February 13, 1990, the superintendent recommended to the school Board that Ford's employment contract not be renewed for the following school year. The principal was notified in writing of his nonrenewal on February 27, 1990. March 16, 1990, the superintendent gave the principal a written notice of the reasons for the nonrenewal: insubordination, attempts at undermining the superintendent's authority, and inability to accept policy decisions. The principal sought all administrative remedies afforded him. The Board granted a hearing and the principal was

represented by counsel. During the hearing, the principal made no objections that any required notice was faulty.

The principal sued alleging the superintendent did not have the authority to mail the notice of nonrenewal. Furthermore the notice was not timely. The trial court affirmed the Board's decision and the principal appealed.

Issue: At issue is whether the superintendent of the school district has the authority to issue a letter of nonrenewal? Whether the nonrenewal of plaintiff employment timely.

Holding: The court held the notice was timely, pursuant to Miss. Code Ann §37-9-105(1972). The final date for nonrenewal notice for principals was March 1. When the Board makes a determination not to renew a principal's contract, the superintendent has more than enough statutory authorization to serve notice of nonrenewal on behalf of the Board.

Reasoning: This court reason based on §37-9-105 is clear. Proper notification for nonrenewal of employment is a catchall date but no notice can be served beyond this date. Contracts for school principals are March 1. Based on §§37-9-15 and 37-9-105 the superintendent can do more than just recommend. From the statutes, it is clear a school Board is nothing more than a group of trustees that govern a school district, at the head is the superintendent.

Disposition: Judgment affirmed.

Citation: *Aubrey Ray v. Iuka Special Municipal Separate School District, Tishomingo County Special Municipal School District*, 51 F.3d 1246; 1995 U.S. App.

Key facts: Tishomingo County School District and the Iuka Special Municipal Separate School District consolidated to form the Tishomingo County Schools. The Iuka school district sent letters to its employees in January 1991 informing them their contracts would not be

renewed at the end of the school year. Ray filed an application for a high school principal position. He also applied for other administrative positions. In March, another person was hired to be the principal where Ray was the former principal. The person was 9 years Ray's junior and less experienced. Another out-of-state person, who had 12 years' experience, was hired to be the principal at Magnet High School. An assistant principal was hired at Magnet High School who had 1.5 years' experience. Prior to the hiring of the Magnet principal, Ray filed a complaint with the Equal Employment Opportunity Commission, EEOC.

Ray's claim alleged age discrimination and retaliation under the Age Discrimination in Employment Act (ADEA). Ray dropped the age discrimination allegation and the court ruled on the retaliation portion. The District Court awarded Ray actual and liquidation damages. Ray appealed the ruling stating the District Court abused its discretion by not reinstating him to his position. The defendants filed a motion for summary judgment.

Issue: At issue is whether the District Court abused its discretion by denying the plaintiff reinstatement in his position as principal.

Holding: The court held the jury could reasonably conclude the defendant's explanation for not hiring him was pre-textual. There is also evidence to support the jury's finding of retaliation based upon the same evidence. The jury may conclude the retaliation was willful.

Reasoning: The ADEA provided liquidation damages be awarded in an amount equal to compensatory damages. The former principal's position no longer existed. All remedies under ADEA were equitable and discretionary, denying reinstatement was not an abuse of discretion.

Disposition: Affirmed the judgment of the District Court.

Citation: *Grant Housley v. Panola Consolidated School District et al.*, 656 F. Supp. 1087(1987, U.S. Dist).

Key facts: On February 21, 1984, the superintendent recommended to the Board of trustees that the plaintiff be reemployed for the next school year. The recommendation was not approved. The Board of trustees instead voted not to reemploy the plaintiff. The Board instructed the superintendent to notify the plaintiff, in writing before March 1, 1984, of its decision not to rehire him for the coming school year.

The plaintiff was given three reasons for the Board's decision: problems with faculty and staff, deterioration of the school program, and unprofessional handling of students. The plaintiff requested a hearing and the hearing was held on July 21, 1984. The hearing officer held the school district's decision not to reemploy the plaintiff was based on proper grounds. The plaintiff brought an action against the Board of North Panola Consolidated School. The defendants file for summary judgment.

Issue: The issue before the court is whether North Panola Consolidated School Board deprived plaintiff of procedural and substantive due process rights? Whether the School district employment procedures and the §37-9-15 created a protectable property interest?

Holding: The court held §37-9-15 statute does not create an entitlement in the plaintiff to reemployment. The school district had to have good cause for not accepting the superintendent's recommendation. The statute indicated any reason may be the basis for the district to decline to approve reemployment.

Reasoning: The court pointed out unless the plaintiff can show the school district violated some vested substantive or procedural right, the plaintiff has no cause for action. The decision not to rehire the plaintiff can be for any reason not specifically prohibited by law. The procedural requirements outlined in the School Employment Procedures Law must be met.

Disposition: The court granted the summary judgment in favor of the defendants.

Missouri

Citation: *Karol K. Howard v. Columbia Public School District*, 363 F.3d 797, 149 Lab. Cas. P 59,856, 2004.

Key facts: Dr. Howard, the plaintiff, was hired as principal of Robert E. Lee elementary School in 1998. She served in that capacity for 2 years. Toward the end of Howards's second year, tension between Howard and her staff boiled over. Some citizens sent letters to the superintendent expressing concern about the problems under Howard's leadership.

In July, the superintendent met with Howard and offered her a district-wide position with the same pay and benefits. Howard accepted the position and worked it for 3 days but never signed or returned the contract. Howard returned to Lee Elementary stating she was still the principal. Howard was placed on administrative leave and finally moved to Blue Ridge Elementary School as Principal on Special Assignment for the 2000-2001 school year. In April of 2001, Howard was notified she would not be rehired for the following school year. The reasons for Howard's removal were poor communication skills and teacher discontentment with Howard's leadership style. Howard filed a complaint. The District Court granted summary judgment for the school district, and Howard appealed.

Issue: The issues are violation of free speech, procedural due process, substantive due process and equal protection, interference with contract, and breach of contract.

Holding: The court held nonrenewal did not violate Howard's right to speak out in public. Her nonrenewal did not result in stigmatizing comments that hindered her liberty interest. The court further held Howard did not have a right to continued employment once she received nonrenewal notice before her contract deadline. The court further held Howard was not exposed to conduct that interfered with her right to engage in her occupation. In addition, the court held

Howard's nonrenewal did not violate her equal protection. Furthermore, administrators did not tortuously interfere with her contract rights, nor did administrators breach implied covenant of good faith.

Reasoning: The court reasoned that Howard did not present evidence her speech motivated the school district to terminate her employment. Howard did not present evidence that gave rise to a reasonable interference of causation. Howard merely denied any faults under her leadership. The defendants said nothing that gave rise to or could be characterized as stigmatizing. Howard was tenured as a teacher in Iowa but not in Missouri. Therefore, she could not assert a right as a teacher under Mo. Ann. Stat. §168.101(6).

Disposition: Affirmed.

Citation: *Lynn Reed v. Rolla 31 Public School District et al.*, 374 F. Supp. 2d 787 (2005 U.S. Dist).

Key facts: The principal, the plaintiff, had an intimate relationship with an employee she supervised. After the subordinate broke off the relationship, there was evidence the principal continued to make personal contacts with him. An investigation was initiated and the principal was told not to have contact with those to be interviewed. There was evidence she did have such contact. The plaintiff also admitted to sending an inappropriate card to another employee she supervised.

The school Board did not renew her contract because of unprofessional and inappropriate conduct. The plaintiff contended the nonrenewal was due to gender discrimination and retaliation. The defendants filed for summary judgment.

Issue: Whether the plaintiff's employment contract was nonrenewed because of her gender. Whether the plaintiff retaliated against her because she filed a discrimination complaint?

Holding: The court held there was supportable evidence for the nonrenewal. The court also held the principal offered no basis for a retaliation claim and could not make out a malicious prosecution claim.

Reasoning: The principal failed to show the nonrenewal reasons were a pretext for discriminatory reasons according to the Missouri Human Rights Act. The plaintiff's attempt to show she was treated differently from men in similar situations was not actionable.

Disposition: The court granted summary judgment in favor of the school Board.

Citation: *Michael Mauzy, Jr. v. Mexico School District No.59, et al.*, 878 F. Supp. 153(1995 U.S. Dist).

Key facts. The school Board terminated the principal's employment with the school district. The plaintiff filed action against the defendants alleging deprivation of his procedural due process rights in violation of 42 U.S.C. S. §1983. The plaintiff alleged malicious prosecution, slander, tortuous interference with a contract, and breach of contract. The school district filed for dismissal of claims.

Issue: Whether the school district violated plaintiff's due process rights under 42 U.S.C.S. §1983. Did the school district violate the following state laws: malicious prosecution, slander, tortuous interference with a contract, and breach of contract?

Holding: The court held claims for slander and malicious prosecution could not be sustained against the school district. Dismissal of the §1983 claim was not required because all Board members were not named. The plaintiff's successful claim of property interest and liberty interest warrant the protection of due process. The issue of officials' immunity for the intentional torts was a question of fact.

Reasoning: Slander and malicious prosecution did not fall within the sovereign immunity in Mo. Rev Stat. §5373600.1. All school Board members must be named in their official capacity for the §9183 to be valid. The issue of officials' immunity was a question of fact and thus the claims were not subject to dismissal.

Disposition: Granted in part and denied in part.

Citation: *Raymond M. Inman v. Reorganized School District No. 11 of Hayti Missouri et al.*, 845 S.W.2d 688 (1993 Mo. App.).

Key facts: The plaintiff was hired as a junior high principal from another school district where he was a teacher. The plaintiff was given an annual contract, for 17 years, as a junior high or senior high principal. The plaintiff was informed he would not be reappointed. The plaintiff demanded the same protection as a tenured teacher and filed an action in the trial court for wrongful termination. Both sides filed for summary judgment and the trial court found in favor of the school district. The plaintiff appealed.

Issue: Did the plaintiff obtain tenure status as a teacher before termination?

Holding: The plaintiff never attained permanent teacher status. The plaintiff was not entitled to the protection of the Teacher Tenure Act.

Reasoning: The plaintiff was not covered under Mo. Rev. Stat. §168.102 of the Teacher Tenure Act. Any argument concerning failure to perform a performance-based evaluation in violation of Mo. Rev. Stat. §§168.128 or 168.410 was deemed abandoned. The plaintiff failed to provide citation of reported authority. The use of the same form for employment as that of a teacher does not give the same weight as that of a teacher. The intent of parties was the contract called for administrative services.

Disposition: Affirmed the grant of summary judgment for the school district.

Citation: *Earl H. Beal v. Board of Education Laclede County School District*, 637 S.W. 2d 309 (1989 Mo. App.).

Key facts: The plaintiff was employed by the school district for 27 years. Twenty-two years of the 27 was spent as a classroom teacher. For the last 5 years of the plaintiff's employment, the plaintiff has been principal of Conway High School. The plaintiff was advised he would not be rehired as principal and was offered a position as a tenured classroom teacher.

The plaintiff requested a list of reason for the decision and requested a hearing. The Board granted both citing Beal's failure to maintain discipline, poor communication with stakeholders, and inaccurate evaluation of teachers.

At the hearing, the Board did not present testimony and did not answer questions concerning their decision. The plaintiff read a statement and several witnesses spoke on his behalf. The Board did not change its decision. The plaintiff petitioned the trial court for reinstatement pending a hearing or damages. The trial court granted summary judgment in favor of the school Board and the plaintiff appealed.

Issue: Did the school Board action violate Mo. Ann. Stat. §168.101, when it terminated the plaintiff?

Holding: The court held the plaintiff was not entitled to due process protections of §168.101. There was nothing in the policy or regulations of the Board that constituted an implied promise of continued employment.

Reasoning: To obtain due process protections under Mo. Ann. Stat. §168.101, the plaintiff must have been reemployed five times within the same district as a principal. Reemployment as a principal 5 years was not an implied promise of reemployment for a sixth year.

Disposition: The court affirmed the judgment of the trial court.

Citation: *Melvin Franklin v. Board of Directors, School District of Kansas City, Missouri*, 772 S.W. 2d 873(1989 Mo .App.).

Key facts: The plaintiff had been employed by the Kansas City School District as the principal of Central High School for 6 years. The superintendent recommended and the Board approved the demotion of the plaintiff from principal to teacher. The plaintiff requested and received the following reasons for demotion: unsatisfactory performance in supervision of educational programs and unsatisfactory performance in instructional leadership. After a hearing, the Board sustained the demotion and issued a finding of fact that supported its decision. The plaintiff sought a review. The Circuit Court reviewed the records as a contested case. In its ruling, the Circuit Court sustained the Board's decision.

Issue: The issues in this case were (1) did the trial court err in reviewing the Board's decision as a contested case; (2) were the conclusions and findings of law arbitrary, capricious, not supported by competent and substantial evidence; and (3) did the Board fail to notify the plaintiff in a timely manner of its decision?

Holding: The court held that because an adversary hearing was held before the Board, the Circuit Court properly viewed the action. The plaintiff intentionally avoided the process. The Board was not bound by technical rules and could receive hearsay evidence. The Board did not act arbitrarily or abuse its discretion.

Reasoning: The Circuit Court ruled the matter as a contested case was proper according to Mo. Rev. Stat. §536.010. All other points were found to be without merit because the finding of facts and conclusions of law are supported by competent and substantial evidence.

Disposition: The court affirmed the Board's decision.

Citation: *Carol McCormack v. Maplewood Richmond Heights School District Board of Education*, 935 S.W.2d 703; 1996 Mo. App.

Key facts: After serving as assistant principal, McCormack, the plaintiff, was employed as principal on a series of 1-year contracts for the 1992-1993 and 1993-1994 school years. In late 1994, the superintendent sent McCormack a letter notifying her of the Board's decision not to renew her employment contract for the following year. The superintendent had met with McCormack on three different occasions to discuss her poor job performance. Included in the letter were procedural steps available to McCormack.

McCormack filed suit with the circuit court and the school district file for summary judgment. The circuit court granted summary judgment for the school district. McCormack sought review of the court's decision.

Issue: The issues are these: did the school Board violate termination procedures, did the school Board violate statutory and constitutional due process, did the school Board defame plaintiff, and did the school Board inflict emotional distress on the plaintiff?

Holding: The court held McCormack's petition did not contain sufficient specificity wherein and why the trial court erred, in what manner the trial court failed to present the disputed facts, and why those facts were material with respect to illegal termination.

Reasoning: The court stated McCormack was accorded procedural due process. She was given written notice of her termination and a hearing she did not request. The court found McCormack was never forced to explain to anyone why she was terminated. Finally, the court found summary judgment was properly entered. McCormack had no remaining basis to support her claim for infliction of emotional distress since the underlying claims were not actionable.

Disposition: Affirmed the judgment of the trial court.

Citation: *James H. Long v. St Francois County School District*, 670 S.W.2d 116; 1984

Mo. App.

Key facts: In a prior proceeding, the employee challenged the Board's decision to terminate him as principal but retain him as a classroom teacher. The plaintiff was terminated for the following reasons: inconsistent application of the student discipline policy, failure to supervise, and failure to assign or discipline teachers fairly. The trial court ordered the Board reemploy the plaintiff as principal for the year plaintiff missed as principal. The school district never complied. The plaintiff served as teacher 6 years subsequent to the trial court order.

The plaintiff filed another action 6 years later requesting back pay. The school Board moved to terminate the plaintiff a second time by letter. Another hearing was conducted and the Board confirmed the termination. The trial court ruled the plaintiff was not terminated as principal until he received the second letter of termination. The plaintiff must receive back pay for the years before he was properly terminated as principal.

Issue: At issue is whether the school Board must pay the plaintiff back pay beginning with 1976. Did the school Board follow procedures to terminate?

Holding: The second hearing of 1982 was proper. The plaintiff was terminated as principal at the end of the 1982-1983 school year. In addition, the effect of the ruling in the prior action was not to restore the employee to a functioning principal. The effect was to compensate him for losses during one school year.

Reasoning: The plaintiff's right to recovery for any school year beyond 1976-1977 is not valid. The plaintiff did not mitigate his damages by accepting an offer of a comparable position with the Hillsboro School District for the 1979-1980 school year.

Disposition: Reversed and remanded.

Montana

Citation: *Harvey D. Hurtt v. School District No. 29*, 222 Mont. 415;723 P. 2d 205; 1986 Mont.

Key facts: Hurtt was contracted with the Big Horn School District as superintendent and principal for one school term. The contract did not indicate a beginning or ending date. Hurtt presented the Board a time report that indicated he had worked 26 days more than the required time. The Board rejected Hurtt's time report and contacted the county attorney for an opinion. While in executive session, the Board decided to nonrenew Hurtt's contract for the next school term. The Board informed him orally in an open public meeting, after the executive meeting.

The county attorney never rendered an opinion. On advice of counsel, the Board sent Hurtt a notice informing him he would not be offered a contract for the following school year. Hurtt sued the school district. The district filed for summary judgment.

Issue: At issue was whether the contract for the 1979-1980 school year between Hurtt and the school Board was fully performed; whether the district was required to give notice of nonrenewal for the 1980-1981 school year; whether failure to notify automatically signaled renewal of contract; whether damages awarded for the 1980-1981 school year is reduced by other benefits, retirement, work-study wages, and unemployment benefits; and whether attorney's fees and statutory penalties should be assessed as additional damages?

Holding: The court held that the District Court finding was correct. Hurtt breached contract by leaving unfinished work behind. The court also held Hurtt was entitled to notice as a principal. Hurtt's contract would not be renewed and all other issues are remanded.

Reasoning: There is no dispute; the evidence is clear. Hurtt left his position with unfinished work behind. As district superintendent, Hurtt could be terminated. As principal,

pursuant to Mont. Code Ann. §§20-1-101(11) and 20-4-206, Hurtt was entitled to notice that his contract would not be renewed for a second year.

Disposition: Affirmed, reversed, and remanded.

New Hampshire

Citation: *Dennis Littky v. Winchester School District*, 129 N.H. 626; 529 A. 2d 399; 1987 N.H.

Key facts: The plaintiff, Dr. Dennis Littky, served as principal of Thayer High School in Winchester since 1981. The assistant superintendent for the school district recommended the plaintiff for renewal of his sixth contract. The school Board voted against renewal on the same day as the last day to notify principals of nonrenewal. The plaintiff asked for a written reason and a hearing before the Board.

The hearing was set for April 21, 1986. On April 16, 1986, the Board gave the plaintiff oral reasons for his nonrenewal. On April 17, 1986, the Board voted to rescind the nonrenewal vote and offered the plaintiff a full-time teaching position. The teaching position was in an elementary school and the salary was \$13,000 less than a principal's salary. The trial court ruled in favor of the plaintiff and the school district appealed.

Issue: The issue is whether the plaintiff was entitled to a nonrenewal hearing, and whether the plaintiff be allowed to remain a principal until the hearing according to New Hampshire statute?

Holding: The court held the plaintiff had the same procedural due process as a teacher. The definition of teacher under the New Hampshire statute included principals.

Reasoning: The court held under New Hampshire procedures the Department of Education included principals in its definition of teacher. The court further reasoned the legislative intent, under the contract provisions, revealed any attempt to dispense with the rights of a teacher or principal pursuant to the statute would be voided.

Disposition: The court affirmed in part, reversed in part, and remanded.

New Jersey

Citation: *Blossom S. Nissman v. Board of Education of the Township of Long Beach Island*, 272 N. J. Super. 373; 640 A. 2d 293; 1994 N.J.

Key facts: The plaintiff entered into a contract with the school Board to serve as an elementary school principal. The contract was for 3 years starting on September 1, 1987, and ending August 31, 1990. During March and April of the last year of the plaintiff's contract, the school Board met with the plaintiff and her attorney to consider whether a new contract would be offered. The plaintiff conceded she was a nontenured principal. On April 23, 1990, the Board decided not to offer a new contract, not to grant tenure, and to allow the current contract to run its course.

On September 21, 1990, the plaintiff filed a petition with the state commissioner of Education alleging she had acquired tenure rights on August 31, 1990. The Office of Administrative Law and the Commissioner agreed with the plaintiff according to N.J. Admin. Code Tit. 6, §24 -1-2. The matter was turned over to the New Jersey State Board of Education. The State Board of Education dismissed the plaintiff's claim. The plaintiff appealed.

Issue: The issues were whether the plaintiff gained tenure and whether the school Board notification was not in a timely manner according to procedures.

Holding: The court held the April resolution was the final action taken by the school Board. The August letter was only a restatement of the action taken in April. The plaintiff's claim against the local school Board was time barred.

Reasoning: The April action by the local school Board was not arbitrary or unreasonable. The local school Board had a right to know within 90 days whether its action was going to be challenged. The school Board had to secure and contract another principal. The plaintiff's challenge had to be made within 90 days of the April action as set by law.

Disposition: The court affirmed the final decision of the State Board of Education.

New Mexico

Citation: *Texanita Cole v. Ruidoso Municipal Schools*, 947 F. 2d 903; 1991 U.S. App.

Key facts: The plaintiff signed a 1-year contract to be principal of Ruidoso Middle School. On March of the following year, the school Board decided not to renew the plaintiff's contract due to budgetary restraints. The school Board offered the plaintiff a teaching position and the plaintiff accepted. Shortly thereafter, the plaintiff filed a claim alleging denial of due process rights.

Issue: Whether the school Board violated the plaintiff's due process rights by nonrenewal of her employment contract.

Holding: The court held a government official was entitled to qualified immunity under §1483. The court also found the plaintiff did not have a property interest in her continued employment as a principal.

Reasoning: Government officials are entitled to qualified immunity in their official capacity. School Board members serving in their official capacity do not violate clear established

statutory or constitution. The court further reasoned the plaintiff had no legitimate expectations of reemployment beyond the initial terms of the contract.

Disposition: Reversed and remanded.

New York

Citation: *Joan McManus v. Board of Education of the Hempstead Union Free School District*, 87 N.Y. 2d 183; 661 N.E2d 984 638 N.Y.S.2d 411; 1995 N.Y.

Key facts: The plaintiff was a career educator, certified as a school administrator, and had been employed by the school district for 26 years. The plaintiff was appointed as acting middle school principal for a year while a search was conducted. After a year, the plaintiff was appointed as principal with 2-year probationary period. When the school Board found out the legal probationary period for school principals was 3 years, the Board adjusted the probationary period to include 3 years. The plaintiff was notified by letter on July 11, 1991. In May of 1993, the superintendent recommended and the Board accepted to not grant the plaintiff tenure. The Board subsequently voted to accept the superintendent's recommendation to terminate the plaintiff. The plaintiff sues alleging she was wrongly denied tenure and wrongly terminated from her employment contract.

Issue: Did the school Board err when it denied the plaintiff tenure and terminated her employment contract as principal?

Holding: The court held the plaintiff's probationary period included the year she served as acting principal. By allowing the plaintiff to serve beyond 3 years in the same position, the school Board conceded in her obtaining tenure.

Reasoning: The court reasoned under N.Y. Educ. Law §3012(1)(b) principals must serve a 3-year probationary period to achieve tenure. The time following the principal's initial appointment is no less time accrued toward reducing the official probationary period. Moreover, the court reasoned the school Board could not have extended the probationary period by designating the first year as acting.

Disposition: The court reversed the order and remanded the matter to the Supreme Court for further proceedings.

Citation: *Sheila Hurdle v. the Board of Education of the City of New York et al.*, 2002 U.S. Dist.

Key facts: The plaintiff was appointed principal of public school 113(ps113). After 4 years as principal, the school did not meet state academic standards. The school was given 3 years to meet state standards or the school would be closed or redesigned. If the school was redesigned, the principal may be reassigned. The school district developed a plan (CAP) to assist the school in reaching state standards. After 3 years, the improvement was negligible. The plaintiff was reassigned to the district office.

The plaintiff sued the defendants alleging the defendants retaliated against her for speaking out about deficiencies in CAP, the State Department Education program designed to address the substandard academic performance of the school. The plaintiff also alleged violation of First Amendment rights. The defendants moved for summary judgment.

Issue: Did the defendants violate the plaintiff's First Amendment Rights?

Holding: The court held plaintiff's statements were a matter of public concern. The plaintiff suffered an adverse employment action; her new position had a lesser title, fewer and

different responsibilities, and a dramatically different reporting structure. The plaintiff lost the opportunity to earn additional income although her base salary did not change.

Reasoning: The court reasoned the defendants admitted the reassignment was not due to unsatisfactory performance. The plaintiff was treated different from that of other principals similarly situated. These two facts bear out the plaintiff was reassigned because of her speech.

Disposition: The District Court denied the motion for summary judgment.

Citation: *Nilda Munoz v. New York City Board of Education*, 2001 NY Slip Op 40286U; 2001 N.Y. Misc.

Key facts: Five former probationary school principals were nonrenewed by the school district superintendents. The plaintiffs filed a complaint alleging that the superintendent was without legal authority to take such action, the superintendent did not follow rules and regulations of the Board of education, and the removals were arbitrary and capricious.

Issue: Did the superintendent have legal authority to discontinue the employment of probationary principals without the majority vote of the school Board?

Holding: Superintendents have the power to remove principals §2590.

Reasoning: Article 52 expressly gives superintendents in New York the authority to remove principals without a vote of the community school Board.

Disposition: Petition is denied in its entirety.

Citation: *Rebecca Taylor v. Jack Berberian*, 96 A.D. 2d 797; 466 N.Y.S. 2d 336; 1983 N.Y. App. Div.

Key facts: The plaintiff was appointed acting principal of Intermediate School 44(IS44) on June 1, 1979, for the school year starting September 1979. The plaintiff accepted the

assignment. In August 1981, the plaintiff was appointed principal of IS44 and was given 2 years of tenure service for the acting years, which left the plaintiff 1 year of probationary service.

The plaintiff received notification, April 27, 1982, from the defendant, stating he was not recommending her for tenure as a principal. Her appointment would terminate on the last day of her probationary period. The notification further advised her of her administrative procedures. The plaintiff had previously received eight letters citing her for poor performance as a principal. The trial court granted judgment for the plaintiff and the defendant appealed.

Issue: At issue was whether the plaintiff acquired tenure as principal. However, the underlining issue is whether the superintendent can legally terminate a probationary principal.

Holding: The power to terminate the plaintiff on her final day of her probationary term is within the superintendent's authority. Granting tenure is within the power of the school Board once an employee has successfully completed the probationary terms.

Reasoning: That the superintendent's termination of the principal was made effective upon completion of her probationary term is clearly a superintendent's function. If the termination had been during the probationary term, a majority vote of the school Board would be proper--§2573. Granting tenure is ministerial in nature. When the superintendent makes a recommendation for tenure, the school Board shall immediately issue a permanent certificate of appointment, §2573.

Disposition: Reverse summary judgment in favor of the school Board and remand for further proceedings.

North Carolina

Citation: *William P. Warren v. Buncombe County Board of Education*, 80 N.C. App. 656; 343 S.E. 2d. 225; 1986 N.C. App.

Key facts: On October 11, 1984, the plaintiff, principal of Enka High School, delivered a letter to the superintendent, tendering his resignation. After reading the letter, the superintendent went to the plaintiff's office and told the plaintiff he accepted his resignation but wished he had not resigned. A replacement was found for the plaintiff.

The plaintiff changed his mind but the superintendent refused to return the letter of resignation. The Board accepted the letter. The plaintiff requested a hearing and the hearing was granted but the Board upheld the vote. The plaintiff requested a review by the Buncombe County Superior Court of the Board's decision. The county court affirmed the Board's action. The plaintiff appealed.

Issue: Can a tenured public school principal resign his position whenever he sees fit? Can the resignation be accepted by the superintendent and be effective before the approval of the school Board?

Holding: The court held provision, G.S. 115C-325, expressly recognizes public school teachers, which include principals, may resign whenever they chose. Consequences may result from the resignation. The same statute gives superintendents the authority to accept the resignation.

Reasoning: The reasoning by the court states there is no statute prohibiting the practice of the superintendent accepting resignations. The resignation was a decision to be made by the employee. Neither the superintendent nor the Board could change it. When an employee resigns

and the superintendent accepts, the court concludes the acceptance was final. In this case, the Board approval was a meaningless formality.

Disposition: Affirmed.

Citation: *John Maye v. City of Kannapolis North Carolina Board of Education et al.*, 872 F. Supp.246 1994 U.S. Dist.

Key facts: The plaintiff is a Black male who was hired by the school district in July of 1992 as principal of A.L. Brown High School. When the contract expired on June 30, 1994, it was not renewed. The plaintiff claimed his contract was allowed to expire because of improper racial reasons. The plaintiff file for an injunction stating he would be irreparably harmed.

Issue: The issue before the court is whether the plaintiff would suffer irreparable harm if the injunction were not issue.

Holding: The court held the plaintiff did not establish that without the injunction he would suffer immediate irreparable harm.

Reasoning: The plaintiff has not established he will suffer actual and immediate irreparable harm if his motion for a preliminary injunction is denied.

Disposition: Denied.

Citation: *Eddie B. Clinton v. Wake County Board of Education*, 108 N.C. App.616; 424 S.E. 2d 691; 1993 N.C. App.

Key facts: The plaintiff was completing his third year as probationary principal at an elementary school. On May 22, 1989, the Wake County Board of Education voted unanimously not to grant tenure. The Board's determination was based on the recommendation of the superintendent. The unanimous recommendation of the superintendent's cabinet contributed to

the decision. The superintendent listed the complaints as lack of leadership, absences from campus, failure to keep scheduled appointments, and poor staff morale.

Issue: At issue was whether the trial court erred when it concluded as a matter of law that N.C.Gen.Stat. §115C -326 created no rights enforceable by the principal.

Holding: The court stated there was no independent right of action against a school Board pursuant to N.C.Gen. Stat. § 115C -326

Reasoning: The court stated failure of the school Board to evaluate the plaintiff pursuant to established procedures might be used as evidence to establish the plaintiff's dismissal was arbitrary or capricious. The court further stated the plaintiff failed to assign error to the order. Therefore, the trial court decision was not reviewable.

Disposition: The plaintiff's appeal based on the denial of summary judgment is dismissed. The directed verdict entered by the trial court against the plaintiff is affirmed.

North Dakota

Citation: *Leon Opdahl v. Zeeland Public School District No. 4*, 512 N.W. 2d 444; 1994 N.D.

Key facts: The school Board appointed the plaintiff as principal of an elementary school and combined it with his teaching position. Before being appointed principal, the plaintiff taught for over 20 years and was principal for 13 years. A new superintendent was hired and the plaintiff's evaluation was unsatisfactory. The Board notified Opdahl his contracts would not be renewed. The plaintiff filed a petition for a writ of mandamus to compel the school Board to renew. The trial court dismissed the petition and the plaintiff appealed.

Issue: At issue was whether the trial court abused its discretion in refusing to issue a writ of mandamus. The writ would require the defendant to renew the plaintiff's teaching and principal employment contract.

Holding: The court held the plaintiff had a legal right to compliance with statutory procedures for nonrenewal. The writ of mandamus was the proper remedy. The school Board member's bias did not rise to the level of a disqualifying bias. The plaintiff failed to show his union activities were the basis for nonrenewal. The school Board treated each contract separately and complied with procedural requirements. The plaintiff did not demonstrate a legal right to renewal.

Reasoning: The plaintiff failed to demonstrate a legal right to renewal of either of his contracts. The district did not abuse its discretion in refusing to issue a writ of mandamus. The writ would require the Board to issue a contract for either position.

Disposition: The District Court is affirmed.

Citation: *David M. Cunningham v. Yellstone Public School District No.14*, 357 N.W.2d 483;1984 N.D.

Key facts: The plaintiff contracted with the school district to serve as principal of an elementary school for 1 year, August 24, 1981 to June 24, 1982. In February 1982, the plaintiff and the school Board completed an additional employment contract for 3 years. The contract allowed the plaintiff to serve as principal and superintendent.

Soon after starting his new position, conflicts emerged between the superintendent and the teachers. The Board voted to discharge the plaintiff citing failure, without cause, to perform his contract duties. The plaintiff was discharged as principal and his contract as superintendent was abrogated. The District Court affirmed the Board's decision and the plaintiff appealed.

Issue: At issue was whether the school Board failed to notify the plaintiff he was not performing his contractual duties before his discharge, and whether the evidence supported the school Board finding of facts?

Holding: Under the section used to discharge the plaintiff, prior formal notice of failure to perform duties is not required §15-47-38(3)(c). The finding of facts was very clear. The plaintiff's inability to work with teachers in proving an appropriate educational climate was injurious to the school.

Reasoning: The court concluded a preponderance of the evidence supported the school Board's decision. The plaintiff failed to perform his contractual duties.

With respect to the abrogation of the superintendent portion of the plaintiff's contract, the plaintiff is not entitled to a notice of hearing. There is no such statutory requirement similar to that of teachers.

Disposition: The court affirmed the decision to terminate the plaintiff's principal contract. The court dismissed, for lack of jurisdiction, the appeal from the District Court concerning the plaintiff's contract for superintendent.

Ohio

Citation: *Ayers Ratliff v. Wellington Exempted Village Schools Board of Education*, 820 F.2d 792; 1987 U.S. App.

Key facts: The plaintiff was a middle school principal from 1980 to 1984. The plaintiff spoke out at a public meeting, before the school Board, about the condition of the school. The plaintiff cited lack of financial support and lack of trust between the school Board and the teachers. The superintendent, 18 months later, recommended, and the Board voted, not to renew

the plaintiff's employment contract. The superintendent cited the substandard quality of the plaintiff's job performance,

The plaintiff sued, claiming his nonrenewal of contract was retaliation for his speech at a public meeting. The District Court found in favor of the plaintiff and the defendants appealed.

Issue: At issue was whether the plaintiff's contract was nonrenewed in retaliation for exercising his first amendment rights 42 U.S.C.S. §1983, and whether the District Court erred in granting damages.

Holding: The court held a jury could conclude the plaintiff was terminated in retaliation for exercising his U.S. Constitutional Amendment I rights.

Reasoning: Treatment of the plaintiff before the speech, after the speech, and the comments after the speech made by defendants were evidence the termination was in retaliation. The court also reasoned a recent decision held a jury instruction allowing damages based on abstract value of constitutional right was improper.

Disposition: The court vacated the compensatory damage award. The court affirmed the judgment in favor of the plaintiff's free speech rights.

Citation: *Nancy Fisher v. Wellington Exempted Village Schools Board of Education*, 223 F. Supp.2d 833; 2001 U.S. Dist.

Key facts: Fisher, the plaintiff, was employed as a principal for 2 years. At the expiration of that contract, the plaintiff was hired under a 3-year contract.

On two separate occasions, once during an administrative meeting and once during a public Board meeting, the plaintiff expressed her disdain for the lack of action taken by the Board to discipline a teacher. The teacher admitted viewing pornographic web sites depicting

teenage girls on the school computer. The plaintiff was removed as principal of Wellington Elementary School. The reason for her removal was poor job performance.

Issue: At issues was whether the school Board's failure to renew the plaintiff's employment contract as principal was due to the plaintiff's expressing her opinions?

Holding: The plaintiff's speech was a matter of public concern and did not affect the efficiency of the school district.

Reasoning: The plaintiff engaged in protected speech. The plaintiff was free to express her trepidation on both occasions regarding the lenient response of the administration. The plaintiff suffered an adverse employment action because the defendants refused to renew her contract. The adverse employment action would have a chilling effect on a normal person's engagement in protected speech. The motivation of the employer not renewing the plaintiff's 3-year contract is a matter for a jury.

Disposition: Summary judgment for the plaintiff denied. Summary judgment for the defendants granted in part and denied in part.

Oregon

Citation: *Judee K. Axelsen v. Hillsboro Union High School District*, 898 F.Supp.719; 1995 U.S. Dist.

Key facts: The plaintiff was employed as principal for 3 years. The agreement revealed the plaintiff would serve 3 years as a probationary period, up to April 1, 1992. During the 3-year period, the plaintiff received performance evaluations that necessitated a plan to improve deficiencies. The deficiencies were related to management style. The plaintiff was made aware

of the Board's intention not to renew her employment contract. The Board never formalized in writing to the plaintiff, before April 1, 1992, a notice of nonrenewal.

The school Board notified the plaintiff on May 21, 1992, of its decision to nonrenew her contract. The plaintiff sued, alleging property interest and liberty interest. The school Board filed for summary judgment.

Issue: The issue before the court was whether the principal became permanent in her third year.

Holding: The court held that when a teacher completes 3 successive years and is kept on by operation of law, the teacher has obtained permanent status. The teacher is entitled to procedural due process: O.R.S. §342.815(5).

Reasoning: The court found O.R.S. §342.513(1) requires the district give notice of nonrenewal in writing by April 1. The school district did not give such notice to the plaintiff. Under O. R. S. §342.840, the plaintiff became permanent after the notice deadline.

Disposition: Defendants' motion for summary judgment denied in part and granted in part.

Pennsylvania

Citation: *Odette Harris v. School District of Philadelphia*, 155 Pa. Commw.169; 624 A.2d 784; 1993 Pa. Commw.

Key facts: The plaintiff was a principal in the school district of Philadelphia. In 1989, the district implemented a principal transfer protocol policy. One provision of the policy was to match the principal's strengths with a particular school to give the principal a better opportunity

to be successful. The plaintiff was transferred from a large high school, classified 7, to a smaller high school, classified 5.

The plaintiff requested and was granted a hearing by the Board. The Board upheld the transfer, citing a lack of improvement in student performance, stagnation of faculty, and need of professional improvement of the principal. The plaintiff appealed to the Secretary of Education who affirmed the decision. The plaintiff then appealed to the trial court.

Issue: The issue is, whether the defendant demonstrated a just cause for the demotion of plaintiff.

Holding: The just cause standard is not applicable to demotions of professional employees under §1115 of the School Code. The most appropriate standard by which to judge the demotion is whether it was arbitrary or discriminatory.

Reasoning: The court noted the transfer policy was to match the principals throughout the school system with schools that best fit their talents. The students would most benefit and the professional growth of the principals would enhance the entire school district. The court recognized the school Board may transfer an employee to a different position to increase the efficiency of the school administration. Therefore, the basis for which the demotion was effected did not violate School Code §1115. The policy was not arbitrary or discriminatory.

Disposition: Affirmed.

South Dakota

Citation: *Arlen Nordhagen v. Hot Springs School District No. 23-2*, 474 N.W. 2d 510; 1991 S.D.

Key facts: The plaintiff was the principal of Hot Springs High School. In March 1989, his contract was nonrenewed for the next school year. The Board voted not to rehire the plaintiff for seven reasons. The circuit court found three reasons invalid and remanded to the Board for a rehearing. The court could not determine how much weight the Board gave to each reason. The Board again decided to nonrenew, citing the plaintiff's lack of professional growth, leadership, failure to comply with Board policies regarding teacher evaluations, insensitivity to students, and lying to the superintendent. The plaintiff appealed the decision. The circuit court upheld the Board's decision. The plaintiff appealed.

Issue: Was the Board's decision to nonrenew the plaintiff's contract arbitrary or capricious, characterized by abuse of discretion?

Holding: Neither the school Board nor the circuit court was in error when the informal plan of assistance in two evaluation met the requirements of §13-43-9.1. The plaintiff did not follow written policy by his failure to cooperate with the plan of assistance. The decision was not arbitrary or capricious.

Reasoning: The Board listened to hours of testimony, reviewed exhibits, and struggled with the issue more than an hour. The plaintiff failed in his burden of proof. There is also competent and credible evidence to support the Board's decision.

Disposition: Affirmed.

Citation: *Coleta Jones v. Sully Buttes Schools*, 340 N.W. 2d 697, 1983.

Key facts: On March 10, 1982, Jones, the plaintiff, received written notice from the Board of its intent not to renew her employment contract. Jones delivered a letter to the Board 6 days later requesting a hearing as provided by state statute. The hearing was granted and afterwards the Board affirmed its decision not to rehire Jones. The Board listed lack of discipline

in the school, disrespect to Board members, and nepotism. Jones never received a second written notice as required by law.

Issue: Was the school Board's decision not to rehire the plaintiff based on credible evidence? Was the Board biased in its decision? Did the school Board violate state statute by not providing the plaintiff a second written notice? Did the Board violate the plaintiff's constitutional right of freedom of speech?

Holding: The plaintiff knowingly waived her rights to a second notice when she demanded a hearing soon after receiving the first notice, which was inconsistent with her procedural rights. The school Board had competent credible evidence on which to base its decision. The school Board's decision was not biased.

Reasoning: The decision not to rehire the plaintiff was based on numerous citizens' complaints and a deterioration of the working environment between the plaintiff and the Board. Jones knowingly waived her rights to a second notice by doing an act inconsistent with her right, demanding a hearing only 6 days after the first notice. Jones may not now claim all of her procedural rights. Jones was represented by counsel prior to the time the second notice would have been given. Neither Jones nor her attorney raised that issue. Finally, Jones worked on preparation of a school handbook that related to all the rights of teachers under state statute. Jones never raised the issue of bias at the trial court level. Therefore, it will not be reviewed at the appellate level.

Disposition: Affirmed.

Tennessee

Citation: *Freeman M. Cooper v. Williamson County Board of Education*, 803 S.W. 2d 2000.

Key facts: In 1984, the plaintiff was appointed principal of Fairview High School. The superintendent became dissatisfied with the plaintiff's performance. After a protracted hearing, the Board found the subsequent charges true: insubordination, incompetence, inefficiency, and neglect of duty. The plaintiff's employment was terminated. The court remanded. On remand the chancellor ruled in favor of the Board. The plaintiff appealed.

Issue: At issue was whether the charges against the plaintiff were the proper basis for his termination as a principal and teacher, and whether the Board's actions were arbitrary and capricious.

Holding: The charges showed the plaintiff's inability to submit to authority. The charges were the proper basis for his dismissal as a principal and a teacher. With respect to due process, the court held the hearing de novo. The chancellor alleviated any arbitrariness or capriciousness on the part of the Board.

Reasoning: T.C.A §49-5-511(a)(2) specifically provides a teacher may be dismissed for incompetence, neglect of duty, unprofessional conduct, or insubordination.

Disposition: Affirmed.

Texas

Citation: *Temple Independent School District v. George English*, 896 S.W.2d 167; 1995 Tex.

Key facts: The superintendent of Temple School District recommended that principal George English's contract be nonrenewed. The school Board accepted the recommendation. Three weeks later the Board met again and approved its previous vote regarding English's employment contract. English was sent a letter after this second meeting notifying him of the vote. English requested and was granted a hearing. After the hearing, the Board again affirmed its vote not to renew English's employment contract.

English appealed the school Board's decision to the Commissioner of Education who sustained the school Board's decision. The commissioner sent English a letter dated September 21, 1990, informing him of the decision. English requested a hearing on October 17, 1990, by appealing to the District Court. The District Court affirmed the Commissioner's decision. The Court of Appeals reversed the District Court's decision and the school Board appealed to the Supreme Court of Texas.

Issue: The issue was whether the acceptance of the superintendent's recommendation not to renew English's employment contract violated English's rights under the Term Contract Nonrenewal Act.

Holding: The Supreme Court of Texas held, as a matter of law, the school Board acceptance of the recommendation did not constitute a predetermination for nonrenewal.

Reasoning: The Board's vote to accept rather than approve the superintendent's recommendation indicated the Board would take more action. When the Board voted to approve the recommendation and then held a hearing in a timely manner, the Board complied with Term Contract Nonrenewal Act, Tex. Educ. Code Ann. §§21.240(a), 21.203(c).

Disposition: Judgment of the Court of Appeals reversed and judgment rendered for the school district.

Citation: *Lanell W. Bradshaw v. Pittsburg Independent School District, et al.*, 207 F.3d, 814, 2000.

Key facts: Bradshaw was hired as principal of Pittsburg High School for the 1995-1996 school year. Bradshaw was reemployed the next year under a 2-year contract. The Board met in February of 1997 and voted to continue Bradshaw's contract for the remainder of the year. The Board also voted to reassign her for the following year, using provisions of her contract to accomplish the reassignment.

The superintendent informed Bradshaw of the Board's decision the next day. Bradshaw sent the superintendent three different memorandums. On March 17, 1997, the Board offered Bradshaw a \$25,000 buyout. Bradshaw rejected the buyout and was reassigned as principal of the Alternative School on March 19, 1997. Before the expiration of her contract, Bradshaw resigned and brought a claim alleging retaliation. The school Board filed for summary judgment. The District Court denied the school Board's motion and the school Board appealed the judgment.

Issue: The court must decide if the defendants retaliated against the plaintiff for exercising her free speech rights.

Holding: The Court of Appeals held the plaintiff's speech did not touch on matters of public concern.

Reasoning: The form, content, and context of the memoranda showed they were more of an effort by the plaintiff to clear her name. The memoranda did not contribute to the public dialogue on high school activity. The plaintiff failed to show her speech touched on matters of public concern.

Disposition: Reversed and remanded.

Citation: *Pasty Finch v. Fort Bend Independent School District, et al.*, 333 F. #d 555; 2003 U.S. App.

Key facts: The plaintiff was recruited by the Fort Bend Independent School District away from a neighboring school district. The plaintiff started as principal of a middle school under a 1-year probationary contract. After the probationary period, the plaintiff received a 2-year contract. A few months into the new contract, the superintendent asked the plaintiff to resign at the end of the school year or she would be reassigned. The plaintiff was reassigned to the maintenance department as Facilitator of Classified Staff Development. Later in the week, the plaintiff was provided with a written notice providing reasons for her reassignment. The plaintiff filed two grievances. Both were heard by the Board. The Board took no action, which upheld the first grievance decision. The plaintiff sued and the defendants filed for summary judgment. The District Court denied the summary judgment and the defendants appealed.

Issue: Did the defendants violate the plaintiff's federal and state constitutional rights? Did the defendants breach the contract? Did the defendants intentionally inflict emotional distress on the plaintiff?

Holding: The court held the grievance process allowed the plaintiff her procedural due process. The plaintiff's substantive due process failed in light of the superintendent's performance appraisals. The free speech claim failed in light of no widespread community debate as she claimed. The court refused to take jurisdiction of Texas tort law claim.

Reasoning: The superintendent's appraisals of the plaintiff's inability to interact with parents and the plaintiff's inability to exercise judgment in hiring prompted the reassignment. The reassignment was to a position with very little parent interaction and hiring authority. The reassignment was a rational means of advancing a legitimate government purpose. With respect

to free speech, the plaintiff failed to show her approach to running a school was the subject of, aired, or considered in any widespread community debate.

Disposition: Reversed the order denying summary judgment and dismissed the appeal as it pertained to the Texas tort law claim.

Citation: *Sanford Engelberg v. Hull-Daisetta Independent School District*, 848 F. Supp. 90;1994 U.S. Dist.

Key facts: The plaintiff was principal at a high school in Hull Daisetta Independent School District (HUISD). The plaintiff was terminated on June 16, 1989. The plaintiff was granted all administrative hearings available to him. After the hearing, the Board decided to terminate the plaintiff's employment contract. The termination was for acts that were considered sexual harassment.

The plaintiff sued in circuit court but later alleged his termination was in violation of 42 U.S.C. §1983. The case was moved to federal court. The defendants filed for summary judgment.

Issue: Whether the plaintiff filed his complaint under 42 U.S.C.S. §1983 in a timely manner?

Holding: The court held the plaintiff's claims were untimely.

Reasoning: Any causes of action evolving from the plaintiff's termination accrued on the date of his termination. The plaintiff was terminated more than 2 years before he filed suit. The state had an official 2-year limitations period.

Disposition: Granted defendant's summary judgment related to federal claims and remanded the case to the state court.

Citation: *James Weldon Hicks v. Lamar Consolidated Independent School District*, 93 S.W. 2d 540; 1997 Tex. App.

Key facts: The plaintiff was employed by the school district in 1974 as a school principal. In 1994, the school district reassigned the plaintiff to various positions, which the plaintiff considered a demotion. In 1995, the plaintiff's employment contract was nonrenewed. The plaintiff claimed reassignments, demotions, and nonrenewal were due to personal dislike of the superintendent. The plaintiff also claimed retaliation for exercising his free speech rights. The trial court ruled in favor of the school district and the plaintiff appealed.

Issue: Did the school district violate the plaintiff's property and contractual rights? Did the plaintiff exercise all of his administrative remedies?

Holding: The plaintiff's reasons for failing to exhaust his administrative remedies did not apply. The constitutional claims of exception did not apply. The exception of pure law did not apply.

Reasoning: The plaintiff's claims of exceptions to the exhaustion doctrine, including inadequacy of the administrative remedy, irreparable injury, and lack of authority, were waived because they were not pled in the plaintiff's petition.

Disposition: Affirmed.

Utah

Citation: *Brian T. Schiller v. Nancy Moore and Park City school District*, 30 F.3d. 1281; 1994 U.S. App.

Key facts: The principal was one of four in the school district. In early 1992, Superintendent Moore reorganized the schools by transferring, promoting, and demoting some of the principals. The plaintiff's position would be eliminated and the plaintiff transferred to another school as vice principal.

The plaintiff met with the Board of Education and voiced his opposition to the school district's reorganizational plan. The plaintiff resigned after being placed on probation. The plaintiff filed a complaint alleging First Amendment violations, due process right violations, and state law violations. The superintendent and the school district filed for summary judgment and the District Court granted in favor of the defendants. The plaintiff appealed.

Issue: At issue was whether the defendants discharged the plaintiff because he spoke out against the reorganization of schools, and whether the subsequent position change violated his First Amendment rights of free speech.

Holding: The court held it was unable to deliver a knowledgeable well-reasoned decision on the merits of the parties' claim.

Reasoning: The parties were unable to make a strong showing relative to their interest. All of the arguments posited by the parties were based on facts not developed and remained disputed.

Disposition: The District Court decision is vacated and remanded for further proceedings.

Virginia

Citation: *Anabelle Lee-Warren v. School Board of Cumberland County*, 792 F. Supp.472; 1991 U.S. Dist.

Key facts: The plaintiff became principal of Cumberland Elementary School in August 1987, after being hired from a neighboring school district. The school Board voted on March 2, 1988, not to renew the plaintiff's employment contract. The plaintiff filed an action against the defendants. The defendants filed for summary judgment. The court granted summary judgment

to the plaintiff. This was the first case under Virginia statute Va. Code §22.1-292; therefore, the District Court forwarded its judgment to the Virginia Supreme Court.

Issue: At issue was whether the plaintiff had attained continuing contract status, which amounted to protectable property interest.

Holding: The court held the plaintiff must serve 3 years before gaining continuing service status as a principal. The law does not provide for transfer of continuing status from one school district to another.

Reasoning: The plaintiff had not met the 3-year service requirement at her new school. She never attained continuing contract status. The plaintiff lost her continuing status as a teacher when she accepted a position in another school district.

Disposition: The court vacated its prior order granting summary judgment to the plaintiff. The action was dismissed.

Washington

Citation: *Joanne Odegaard v. Everett School District*, 115 Wn. 2d 323; 797 P.2d 1152; 1990 Wash.

Key facts: Odegaard, the plaintiff, had been principal at Hawthorne Elementary School Since 1984. On February 9, 1988, superintendent Sjunnesen notified Odegaard in writing she would be transferred to a teacher position for the 1988-1989 school year. In the notification letter, the plaintiff was informed of the reasons for the transfer: lack of skills to be an elementary school principal and lack of effectiveness among stakeholders. The written notice advised her of the administrative procedures open to her.

In March of 1988, the plaintiff filed an action against the defendants. On February 3, 1989, the federal District Court dismissed the plaintiff's claim under U.S.C. §1983. The court remanded the state claims to the Superior Court. The Superior Court granted summary judgment for the plaintiff and the defendants appealed.

Issue: The issue to be decided by the Supreme Court of Washington is whether the school district decision to transfer her to a teaching position was arbitrary, capricious, and contrary to law.

Holding: The transfer did not violate statutes or the school district's evaluation procedures. The transfer was not arbitrary and capricious.

Reasoning: The statutory framework, Wash. Rev. Code §28A.67.073 states the only prerequisite for a principal's transfer was in the best interest of the district. The statute also governs the transfer of nontenured principals.

Disposition: Reversed.

Citation: *Emma Sneed v. Lillian Barna et al.*, 80 Wn.App.843; 912 P.2d 1035; 1996 Wash. App.

Key facts: Sneed, the plaintiff, was principal in the Tacoma Public School District for 9 years. In the last year of Sneed's principalship, her evaluation was unsatisfactory. In May of 1990, the personnel director, superintendent, and Sneed met. The superintendent offered Sneed a newly created position. Sneed accepted the position. Sneed received a letter notifying her of the transfer and stated the reasons for the transfer. Sneed's salary remained the same as that of a principal. After serving as Administrator for At-Risk Students for a few months, Sneed resigned and sued the district. The trial court dismissed the charges against the school district.

Issue: Did the school district action constitute an adverse change in plaintiff's contract without notice or hearing? Did the school district violate the plaintiff's due process rights? Was plaintiff constructively discharged?

Holding: The transfer to a new position, which maintained Sneed's current salary, was not an adverse action. The facts did not support a constructive discharge as a matter of law.

Reasoning: Under state statute, RCW 28A.405.230, the school district had the right to transfer tenured principals as long as their salaries were not reduced. This procedure allowed the employer to match the skills of the individual administrator with the district's needs. The needs of both may change from year to year.

The reassignment of Sneed at her current salary was neither an adverse change in her contract nor a transfer to a subordinate position. The facts do not support a constructive discharge as a matter of law.

Disposition: The trial court decision was affirmed.

West Virginia

Citation: *Board of Education of the County of Grant v. Patricia Townshend*, 187 W.Va.249; 418 S.E.2d 359;1992 W.Va.

Key facts: Townshend was principal of Petersburg Elementary School in 1987. The superintendent, by letter, informed Townshend that a significant loss in funding necessitated reorganization. The loss of funding also necessitated changes in the next program year. Therefore, she would be recommended for a transfer. Townshend exercised her administrative rights: hearing, written reasons for the transfer, and other grievance process. The senior hearing

officer's judgment was in favor of Townshend. The school Board appealed and the circuit court affirmed the hearing officer. The school Board appealed.

Issue: Did the school Board violate the reduction in force statute when it transferred Principal Townshend to a teacher position because of funding?

Holding: The school Board did not follow the order provided in W.Va. Code §18-9A-4, for reduction in force.

Reasoning: The court found state statute W.Va. Code §18-9A-4 mandated any reduction in force by the Board of education must start with central office administrators first, then assistant principals, and then principals.

Disposition: Affirmed.

Wisconsin

Citation: *Juana Vargas Harrison v. Racine Unified School District et al.*, 272 F. 3d 964; 2001 U.S. App.

Key facts: The plaintiff became principal of Knapp Elementary School in the fall of 1998. The school district required principals to spearhead the development of a program sponsored by the state legislature. The program would offer financial aid to public schools serving disadvantaged children. The plaintiff developed a plan but the school district had a plan principals were encouraged to implement. The plaintiff disagreed with the program stating it would not be effective for her school.

In a May public meeting, the plaintiff disregarded the advice of her superiors, emphasized flaws in the district's plan, and then proceeded to distribute her own plan. The district administrators met with the plaintiff regarding her behavior. Soon after the meeting, the

district demoted the plaintiff to assistant principal at another school. The district terminated the plaintiff after she had used all of her vacation time, personal days, and did not report to work. The plaintiff filed suit. The district filed for summary judgment and the court granted the district's motion. The plaintiff appealed.

Issue: Did the school district violate the plaintiff's First Amendment free speech rights when it demoted her for publicly opposing one of its programs?

Holding: The court held the principal's opposition to the school district's efforts to secure approval of a grant program was not protected speech.

Reasoning: Principals are in a policy-making position within the school system. As a policy maker, the principal owed her superiors a duty of loyalty with respect to this matter. The First Amendment does not protect her against discharge based on her opposition to the grant proposal.

Disposition: Affirmed.

Citation: *Lawrence Terry v. Don Woods and Racine Unified School District*, 803 F. supp.1519; 1992 U.S. Dist.

Key facts: The plaintiff, principal of Lanes Elementary School, was suspended with pay on May 30, 1990, by the superintendent for implementing an improper policy. The policy addressed school emergencies. In addition, the principal wrongly reprimanded a teacher. A letter from the superintendent did not give the plaintiff an opportunity to respond to charges. The letter did not elaborate on the charges.

After an investigation, the plaintiff was assigned another principalship in the district. The plaintiff filed a claim alleging violation of Fourteenth Amendment rights. The defendant filed for summary judgment.

Issue: Did the school district deprive the plaintiff of his liberty and property rights without due process of law?

Holding: The plaintiff has not raised a genuine factual issue as to whether the defendants damaged his reputation thereby depriving him of his liberty. The plaintiff's contract can be read to confer his salary and certain fringe benefits of an economic nature. The contract does not confer or entitle the plaintiff to go to work.

Reasoning: The contract and state law require the plaintiff to perform certain duties. The requirements do not directly impose an obligation on the school district. The plaintiff may expect he would be able to work but an expectation by itself does not create a property interest.

Furthermore, the suspension did not give the plaintiff the benefit of the doubt. It did not indicate the charges had been verified. The charges accused the plaintiff of nothing more than mismanagement that is bad but not bad enough for the Seventh Circuit.

Disposition: Granted partial summary judgment for the defendants.

Citation: *Susan Ulichny v. Merton Community School District et al.*, 249 F.3d 686; 2001 U.S. App.

Key facts: Ulichny, the plaintiff, was hired in August 1995 as principal in the district for the 1995-1996 school year. Ulichny was given another 1-year contract for the 1996-1997 school year. The plaintiff understood she needed to improve in certain areas. In her third year, the Board wanted to nonrenew Ulichny's contract but vacillated. The Board could not give her a written notice in a timely manner. The Board decided to continue Ulichny's employment and revise her job title and job description for the 1998-1999 school year. Ulichny would finish out the current school year as principal.

Ulichny's attorney sent the district a letter complaining the job change violated the plaintiff's rights. The Board did not respond to the letter. The Board postponed two meetings with the job change on the agenda. Instead, the Board met in executive session to confer with legal counsel on a strategy to adopt, with respect to the impending litigation. On October 19, 1998, Ulichny's lawyer sent the school Board a letter stating she had been constructively terminated. Ulichny filed a complaint alleging the defendants violated her due process rights when they altered her job responsibilities. The District Court granted summary judgment for the school Board.

Issue: Did the school Board and other defendants violate the plaintiff's U.S. Const. Amendment XIV rights when changes were made to her employment contract?

Holding: The plaintiff had no U.S. Const. Amendment XIV property or liberty interest in her job or career.

Reasoning: No reasonable person standing in Ulichny's shoes would have found the working conditions or environment so intolerable as to leave no choice but to quit. Ulichny was not constructively discharged. Ulichny was not deprived of her property interest. Further, no reasonable jury could conclude Ulichny was defamed or stigmatized for the purpose of the Fourteenth Amendment. She was not deprived of her liberty interest in continuing employment in public school administration.

Disposition: Affirmed.

Wyoming

Citation: *W. Nyles Spurlock v. Board of Trustees Carbon County School District No. 1*, 699 P 2d 270, 1985, Wyo.

Key facts: Spurlock, the plaintiff, was appointed principal starting the 1973-1974 school year. Spurlock had been a teacher in the district from 1970 to the end of the 1972-1973 school year. Spurlock was principal for 9 years. Before the 1981-1982 school year ended, Spurlock had a disagreement with two employees under his supervision. As a result, the Board decided to discharge Spurlock from his principal position and terminate his employment contract. Spurlock had received continuous service status as a teacher in the school district.

Issue: (1) Whether the principal retained his tenure as a classroom teacher once becoming a principal. (2) Whether the principal was provided procedural due process when he was denied an opportunity to return to the classroom as teacher. (3) Whether there was ample evidence to support the Board's claim the principal was unfit to return to the classroom. (4) Whether there was adequate evidence to support dismissal of the plaintiff as principal?

Holding: The plaintiff retained tenure status as teacher in the school district pursuant to provisions of the Wyoming Teachers Employment Law. Wyoming Teacher employment Law does not grant tenure to principals.

Reasoning: The plaintiff continued employment as a professional employee did not change his tenure status as a classroom teacher. Therefore, the plaintiff's rights to procedural due process and evidentiary standards as a tenured teacher were expected pursuant to Wyoming Teacher Employment Law. The Wyoming Teacher Employment Law does not allow principals to attain tenure. The school district was not prevented from refusing to renew the plaintiff's contract as principal.

Disposition: Affirmed dismissal as principal and reversed decision of dismissal as tenured classroom teacher.

Data Analysis

The purpose of this study was to examine legal issues related to adverse employment action against public school K-12 principals. The data was drawn from 100 cases for the purpose of discerning fact patterns, trends, and outcomes associated with adverse employment action against public school principals. The period for case analysis was from 1982 to 2009.

Number of Cases

The data reveal litigation regarding adverse employment actions against principals rose over the time period from 1982 to 2000. The number of cases in the relevant timeframe declined over the 9 years of 2000 (see Figure 1). There were 31 cases in the timeframe of 1982 through 1989. There were 47 cases in the timeframe of 1990 through 1999. There were 22 cases in the timeframe of 2000 through 2009.

The data indicated cases litigated during the 1980s, 1982-1989, rose initially and then leveled off the remainder of the time period. Between 1982 and 1984, cases brought to trial increased from one to five. After 1984, cases litigated the remainder of the time period dropped to three each year except in 1989, when two cases were litigated.

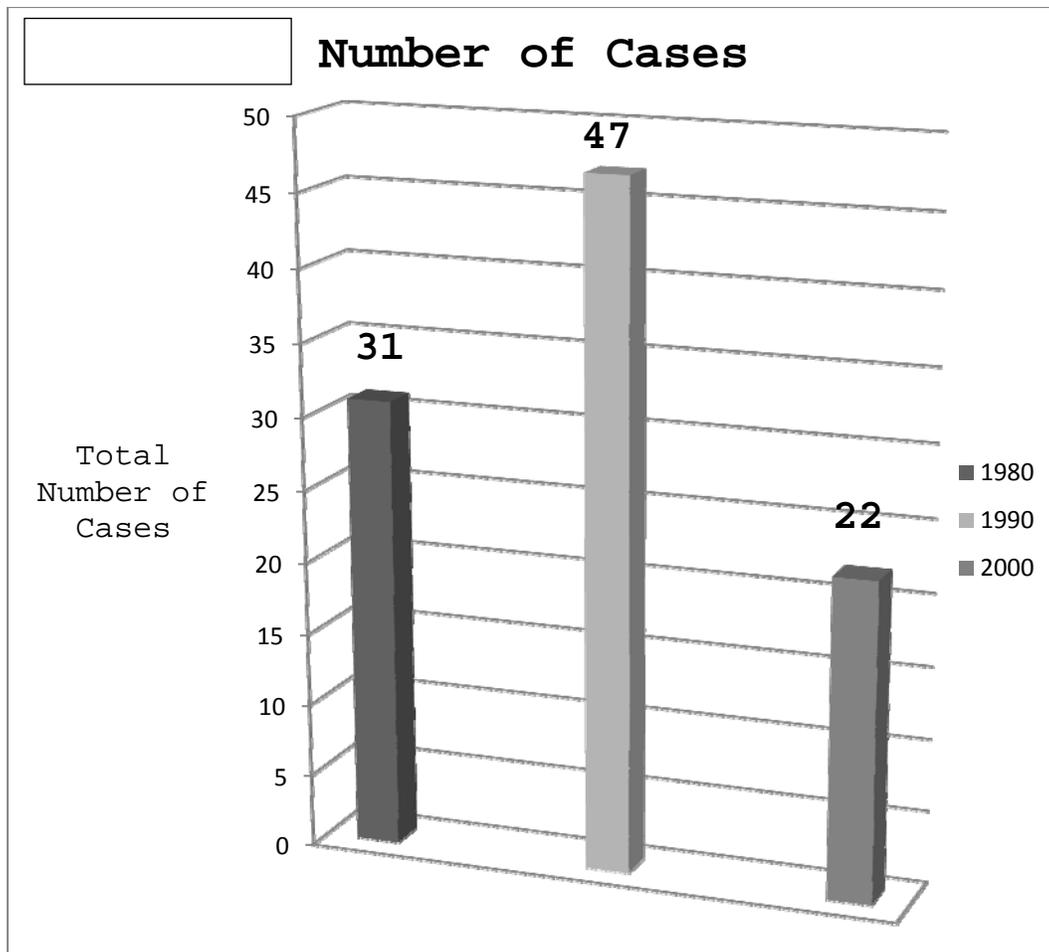


Figure 1. Number of cases litigated.

During the 1990s, 1990-1999, there were 47 cases litigated (see Figure 1). Of the 47 cases litigated, the data indicated a general rise in cases brought to trial. A general rise in cases reached as high as 11 by 1995. Near the end of the 1990s, four cases were litigated. By the end of the 1990s, the number of cases brought to trial was reduced significantly to only one case. The decline in the number of cases litigated toward the end of the 1990s signaled a general trend which continued through the 2000s.

From 2000 to 2009, there were 22 cases litigated. Cases litigated in the 2000s mirror those of the preceding decade. There was one case litigated in 2000. A rise in cases brought to

trial occurred in 2001, with five cases being heard. Over the next 3 years, only one case each year was brought to trial. By 2005, the number of cases brought to trial rose again to five. Near the end of the decade, there was a decrease in cases brought to trial. Between 2006 and 2009, there were only five cases litigated. This tendency is the most noticeable trend over the time span studied.

Causes of Adverse Employment Action

The following section is an examination of issues related to adverse employment actions against public K-12 principals. A closer examination necessitates ferreting out differences and similarities over the time period studied. In order to determine the fact patterns, trends, and outcomes, cases were separated into the following causes of adverse employment action: deficient job performance, reduction in force, unprofessional conduct, ineffective leadership, and others (see Table 5).

Table 5

Adverse Employment Actions Against Public School Principals

	States	Citations	Types of adverse employment actions	Results	Reasons given by board	Principals' claims
1	Alabama	Constance Ray v. Birmingham City Board of Education 1988	Transfer	Sc B	(Other) denial of tenure	Due Process
2		Alabama State Tenure Commission v. Elmore County Board of Education 1994	Termination	Sc B	Unprofessional conduct	Arbitrary and Capricious
3		Donald Debrow v. Alabama State Tenure Commission 1984	Transfer	Emp.	(Other) denial of tenure	Arbitrary and Capricious
4		Alabama Tenure Commission v. Shelby County board of Education 1985	Transfer	Sc. B	Other(no stated reason)	Due Process
5	Arizona	Charie Wallace v. Casa Grande Union High School District 1995	Transfer	Sc. B	insubordination	Defamation
6	Arkansas	Karen Buchanan v. Little Rock School District 1996	Transfer	Sc. B	Ineffective leadership	Due Process
7		Bill Lewis v. Harrison School District 1986	Termination	Emp.	Unprofessional conduct	Free Speech
8		Vickie Jackson v. Delta Special School District 1996	Termination	Emp.	Unprofessional conduct	Discrimination-Gender
9		Bolin Stewart v. Hackett Public School 1994	Termination	Sc.B.	Insubordination	Arbitrary and Capricious
10		Glenn Higginbotham v. junction City School District 1998	Termination	Sc. B	Deficient job performance	Breach of Contract
11	California	Henry Jefferson v. Compton Unified School District 1993	Transfer	Sc. B	Ineffective leadership	Due Process
12	Connecticut	Frances Tilghman v. Waterbury Board of Education 2005	Termination	Sc.B	Ineffective leadership	Discrimination-Gender
13	Delaware	Thomas F. Lapinski v. The Board of Education of Brandywine School District 2006	Non -renewal	Sc.B	Insubordination	Free Speech

(table continues)

	States	Citations	Types of adverse employment actions	Results	Reasons given by board	Principals' claims
14		Thomas J. Kirschling v. The Lake Forest School District 1988	Termination	Emp.	Insubordination	Breach of Contract
15	Florida	Frances Winfrey v. The School board of Dade County 1995	Transfer	ScB	Other	Discrimination - Racial
16		Michael L. D'Angelo v. School District of Polk County 2007	Termination	Sc. B	Insubordination	Free Speech
17	Georgia	Charles O. Logan v. Warren County Board of Education 1982	Nonrenewal	Sc. B	Unprofessional conduct	Due Process
18		Kay Sessoms Hinson v. Clinch County Georgia Board of Education 2000	Transfer	Emp	Deficient job performance	Discrimination- Gender
19		Vivian Hatcher v. Board of Public Education and Orphanage for Bibb County 1987	Demotion	Emp	Reduction in Force	Due Process
20		Lee Rabon v. Bryan County Board of Education 1985	Termination	Sc. B	Unprofessional conduct	Due Process
21	Idaho	Frank Peterson v. Minidoka County School District 1997	Transfer	Emp.	Ineffective Leadership	Religious Freedom
22	Illinois	Phillip O'Bannon v. Chicago Board of Education 2001	Termination	SB	Insubordination	Due Process
23		Board of Education of the City of Chicago v. Carl Van Kast 1993	Termination	Emp	Deficient job performance	Due Process
24		Lawrence Head v. Chicago School Reform Board of Trustees 2000	Termination	Sc.B	Deficient job performance	Breach of Contract
25		Dr. Charles Keenan v. Board of Education fo the City of Chicago 1992	Nonrenewal	Sc. B	Reduction in force	Discrimination- Gender
26		Joseph Lyznicki v. board of Education School District 167 ,1983	Non- renewal	Sc. B	Best interest of school dist.	Due Process
27		Judith Ehorn v. Board of Education of Robinson Community Unit School District No. 12 1993	Demotion	Sc.B	Deficient job performance	Due Process
28		George Meadows v. School District U-46 1986	Demotion	SCB	Deficient job performance	Due Process

(table continues)

	States	Citations	Types of adverse employment actions	Results	Reasons given by board	Principals' claims
29	Indiana	Castor School Corporation v. Russell B. Phillips Jr. 1998	Terminated	Sc.B	For cause	Due Process
30		Paul chambers v. Central School District School Board of Green County 1987	Termination	Sc.B	For cause	Breach of Contract
31		Eula F. Warfield v. The Board of Shool Commissioners of the City of Indianapolis 1984	Demotion	Sc.B	Ineffective leadership	Due Process
32	Kansas	Jerry L. Peterson v. Unified School District No. 418, 1989	Nonrenewal	Sc. B	Ineffective leadership	Due Process
33		Loralea M. Frances v. Unified School District No. 457 1994	Termination	Sc.B	Unprofessional conduct	Breach of Contract
34		Barbara Pierce and Preston Pierce v. Unified School District No.386, 1989	Nonrenewal	Sc.B	Reduction in force	Due Process
35	Kentucky	Ann painter v. Campbell County Board of Education 2006	Demotion	Sc.B	Reduction in force	Free Speech
36		Robert Eaton v. Newport Board of Education 1992	Termination	Sc. B	Unprofessional conduct	Due Process
37		Marie F. Arney v. Simpson County Board of Education 1994	Demotion	Sus & Ove	Deficient job performance	Discrimination - Age
38	Louisiana	L.D. Spears Jr. v. Beauregard Parish School Board 1999	Demotion	Sc.B	Unprofessional conduct	Due Process
39		Aubrey N. Smith Jr. v. Evangeline Parish School Board 1995	Termination	Sc.B	Not stated	Due Process
40		Mildred Sylvester v. Assumption Parish School Board 1995	Demotion	Sc.B	Unprofessional conduct	Discrimination- Gender
41	Maryland	Board of Education of Carroll County v. Carroll County Education Association, 1982	Termination	Sc.B	Not stated	Due Process
42	Massachusetts	Lynne Christensen v. Kingston School Committee 2005	Termination	Sc.B	Reduction in force	Due Process
43		Jeffrey A. Daury v. Charles Smith et al., 1988	Demotion	Sc.B	Reduction in force	Privacy Rights
44	Michigan	Sammie E. Harris v.Detroit Public Schools, 2007	Termination	Sc.B	Deficient job performance	Free Speech

(table continues)

	States	Citations	Types of adverse employment actions	Results	Reasons given by board	Principals' claims
45		Willese Everson v. Board of Education of the School District of the City of Highland Park, 2005	Termination	Sc.B	Deficient job performance	Free Speech
46	Minnesota	Myron O. Ostlund v. Independent School District No. 47, 1984	Termination	Sc.B	Deficient job performance	Arbitrary and Capricious
47		Ambbia Finley v. Independent School District No.566, 1985	Transfer	Emp	Reduction in force	Due Process
48		Merlin Klein v. Board of Education of Independent School District No. 671, 1993	Termination	Emp	Reduction in force	Due Process
49		Theodore R. Fisher v. Independent School District No. 622, 1984	Termination	Sc.B	Unprofessional conduct	Due Process
50		Shirley Johnson v. independent School District No. 281,1991	Termination	Emp	Deficient job performance	Due Process
51	Mississippi	Martha Sanders v. Leake County School District, 2008	Nonrenewal	Sc.B	Deficient job performance	Free Speech
52		Henry Simpson v. Holmes County Board of Education, 2009	Termination	Sc.B	Deficient job performance	Due Process
53		Amite County School District v. Charles W. Floyd, 2005	Termination	ScB	Deficient job performance	Due Process
54		George C. Harris v. Canton Separate Public School board of Education, 1995	Termination	Sc.B	Unprofessional conduct	Arbitrary and Capricious
55		Board of Trustees of the Jackson Public School District v. Bishop Earl Knox, 1997	Termination	Sc.B	insubordination	Arbitrary and Capricious
56		Joseph Ford v. Holly Spring School District, 1995	Nonrenewal	Sc,B	Insubordination	Due Process
57		Aubrey Ray v. Iuka Special Municipal Separate School District, 1995	Nonrenewal	Sc.B	Reduction in force	Due Process
58		Grant Housley v. Panola Consolidated School District	Nonrenewal	Sc.B	Ineffective leadership	Due Process
59	Missouri	Karol K. Howard v. Columbia Public School District, 2004	Nonrenewal	Sc.B	Ineffective leadership	Free Speech
60		Lynn Reed v. Rolla 31 Public School District, 2005	Nonrenewal	Sc.B	Unprofessional conduct	Discrimination-Gender

(table continues)

States	Citations	Types of adverse employment actions	Results	Reasons given by board	Principals' claims
61	Michael Mauzy v. Mexico School District No. 59, 1995	Termination	Gra & den	Not stated	Due Process
62	Raymond M. Inman v. Reorganized School District No.11, 1993	Nonrenewal	Sc.B	Deficient job performance	Due Process
63	Earl H. Beal v. Board of Education Laclede County School District, 1989	Termination	Sc.B	Ineffective leadership	Due Process
64	Melvin Franklin v. Board of Directors School District of Kansas City.1989	Demotion	Sc.B	Deficient job performance	Arbitrary and Capricious
65	Carol McCormack v. Maplewood Richmond Heights School District Board of Education, 1996	Nonrenewal	Sc.B	Deficient job performance	Due Process
66	James H. Long v. St Francois County School District, 1984	Termination	Sc.B	Deficient job performance	Due Process
67	Montana Harvey D. Hurtt v. School District No. 29, 1986	Nonrenewal	Sc. B	Deficient job performance	Due Process
68	New Hampshire Dennis Littky v. Winchester School District 129, 1987	Nonrenewal	Emp	Not stated	Due Process
69	New Jersey Blossom S. Nissman v. Board of Education of the Township of Long Beach Island, 1994	Nonrenewal	Sc.B	Not stated	Due Process
70	New Mexico Texanita Cole v. Ruidoso Municipal School, 1991	Nonrenewal	Sc.B	Reduction in force	Due Process
71	New York Joan McManus v. Board of Education of the Hempstead Union Free School District 1995	Termination	Emp	Not stated	Breach of Contract
72	Sheila Hurdle v. The Board of Education of the City of New York, 2002	Transfer	Em.p	Reduction in force	Free Speech
73	Nilda Munoz v New York City Board of Education,2001	Termination	Sc.B	Not stated	Board Policy
74	Rebecca Taylor v. Jack Berberian, - superintendent, 1983	Nonrenewal	Sc.B	Deficient job performance	Due Process
75	North Carolina William P. Warren v. Buncombe County Board of Education, 1986	No adverse action	Sc. B	Others	Due Process

(table continues)

States	Citations	Types of adverse employment actions	Results	Reasons given by board	Principals' claims
76	John Maye v. City of Kannapolis North Carolina Board of Education, 1994	Nonrenewal	Sc.B	Not stated	Irreparable Harm
77	Eddie B. Clinton v. Wake County Board of Education, 1993	Termination	Sc.B	Ineffective leadership	Breach of Contract
78	North Dakota Leon Opdahl v. Zeeland public School District No. 4, 1994	Nonrenewal	Sc.B	Deficient job performance	Arbitrary and Capricious
79	David M. Cunningham v. Yellowstone Public School District No. 14, 1984	Termination	Sc. B	Deficient job performance	Due Process
80	Ohio Ayers Ratliff v. Wellington Exempted Village Schools Board of Education, 1987	Nonrenewal	Emp	Deficient job performance	Free Speech
81	Nancy Fisher v. Wellington Exempted Village School Board of Education. 2001	Nonrenewal	Sc.B	Deficient job performance	Free Speech
82	Oregon Judee K. Axelsen v. Hillsboro Union High School District, 1995	Nonrenewal	Gra & Den	Deficient job performance	Due Process
83	Pennsylvania Odette Harris v. School District of Philadelphia, 1993	Transfer	Sc.B	Ineffective leadership	Due Process
84	South Dakota Arlen Nordhagen v. Hot Springs High School, 1991	Nonrenewal	Sc.B	Insubordination	Arbitrary and Capricious
85	Coleta Jones v. sully Buttes Schools, 1983	Nonrenewal	Sc.B	Ineffective leadership	Due Process
86	Tennessee Freeman M. Cooper v. Williamson County Board of Education, 1990	Termination	Sc.B	Insubordination	Due Process
87	Texas Temple Independent School District v. George English, 1995	Nonrenewal	Sc.B	Not stated	Due Process
88	Lanell W. Bradshaw v. Pittsburg Independent School District, et al, 2000	Nonrenewal	Sc.B	Missing School funds	Free Speech
89	Pasty Finch v. Fort Bend Independent School District, et al, 2003	Transfer	Sc.B	Ineffective leadership	Breach of Contract
90	Sanford Engelberg v. Hull – Daisetta Independent School District, 1994	Termination	Sc.B	Unprofessional conduct	Due Process

(table continues)

	States	Citations	Types of adverse employment actions	Results	Reasons given by board	Principals' claims
91		James Weldon Hicks v. Lamar consolidated Independent School District, 1997	Nonrenewal	Sc. B	Deficient job performance	Free Speech
92	Utah	Brian T. Schiller v. Nancy Moore and Park City School District, 1994	Transfer	Emp	Reduction in force	Free Speech
93	Virginia	Anabelle Lee-Warren v. School Board of Cumberland County, 1991	Nonrenewal	Sc.B	Not stated	Due Process
94	Washington	Joanne Odegaard v. Everett School District 115, 1990	Transfer	Sc.B	Ineffective leadership	Arbitrary and Capricious
95		Emma Sneed v. Lillian Barna et al, 1996	Transfer	Sc.B	Deficient job performance	Due Process
96	West Virginia	Board of Education of the County of Grant v. Patricia Townshend, 1992	Transfer	Emp	Reduction in force	Reduction In Force
97	Wisconsin	Juana Vargas Harrison v. Racine Unified School District, et al, 2001	Termination	Sc.B	insubordination	Free Speech
98		Lawrence Terry v. Don Woods and Racine Unified School District, 1992	Transfer	Sc.B	Ineffective leadership	Due Process
99		Susan Ulichny v. Merton Community School District, et al, 2001	Transfer	Sc.B	Deficient job performance	Due Process
100	Wyoming	W. Nyles Spurlock v. Board of Trustees Carbon County School District No.1., 1985	Termination	Aff & Rev	Ineffective leadership	Due Process

Aff= Afrim, Sc.B School Board, Emp employee, vac vacated, rev. reversed, rem remanded, sus sustained, gra granted, den denied, ove overall

Reasons for Adverse Employment Actions

The administration of an adverse employment action against a public school principal requires an examination of the reason for the action. This section is an examination of the reasons given by school districts for the adverse employment actions against principals from 1982 through 2009. Each reason will be discussed and illustrated with representative cases.

Deficient Job Performance

When school districts find it necessary to administer adverse employment action against principals, the cause may vary. In this study, the most often cited reason for adverse employment action was deficient job performance. When principals fail to perform assigned duties or the performance is poor, school districts will remove the principal. In most cases, the courts have ruled in favor of the school board, as shown in Table 5.

Uninformed Principals

Some principals are terminated because they are uninformed. For instance, Henry Simpson was principal of William -Sullivan High School in Durant, Mississippi. On February 24, 2006, an auditing team from the Mississippi State Department of Education was visiting the school and three incidents occurred. The principal left the next day to be with his brother, who was having surgery in Kentucky, and did not return until March 2.

The first incident was a fire in a teacher's classroom while officials were in the room. The fire started in a drawer and somehow ended up on the floor and burned the carpet. The damage was minor. Mr. Simpson did not know about the fire until after he read about it in a newspaper on March 2.

After the fire in his room, the teacher was escorting an official of the visiting team to an assembly program. As they were walking cross the campus, the teacher and the state official heard shots. The state official was shot as he proceeded to the assembly. The principal was in the auditorium preparing for a Black History Program and did not find out about the shooting until later. The principal tried to reach his superiors but they were unavailable.

The last incident occurred in the auditorium. A fight transpired during a Black History Month assembly program. Simpson and other dignitaries were present and had to intervene to stop the altercation. Simpson left for Kentucky after an uneventful dismissal.

Simpson said he did not know or was not informed of the shooting or fire until it was over. Once he gained knowledge of the incidents, he attempted to call the superintendent and the assistant superintendent but they were unavailable.

The superintendent sent Simpson a letter informing him of his termination because Simpson did not notify his supervisors or law enforcement when the incidents occurred. The court ruled in favor of the school district because Simpson did not follow school board policy, which seems to solidify the contention of deficient job performance.

In another situation where a principal seemed to be uninformed, *Sanders v. Leake County School District*, Martha Sanders was principal of Thomastown Attendance Center for 7 years. After the 2004-2005 school year started, the principal violated district policy on student retention by promoting 27 students who had been retained the previous year. During the school year, the principal continued to change the class schedule, which caused major disruptions.

The final personnel report was submitted after the deadline, which put the school district in jeopardy of not receiving state funding. Textbooks were not ordered until after the school year started. The principal order was in excess of \$500. The principal did not consistently conduct

after-school tutoring between November 2004 and February 2005. Instead of the 40 sessions that were scheduled to be held, the principal conducted only 22 sessions.

The principal's lack of follow-through placed the school and school district in potential financial and legal difficulties. The principal failed to submit teacher evaluations for the 2004 - 2005 school year. Approvals for fundraisers from the district office were not obtained. The principal did not gain prior approval for students' field trips. The school district non-renewed the principal, Sanders, for poor job performance. The principal was granted all procedural hearings. Sanders sued claiming breach of contract.

The court ruled in favor of the school district because Sanders did not have a protected property interest in a performance evaluation. Furthermore, if the principal's contract required a performance evaluation and the principal was given an opportunity to correct deficiencies, the principal's claim might be sustained. There were no recognized damages because the defendant failed to complete a performance evaluation.

In another instance, a principal appeared uninformed because the principal was unaware of the expectations placed upon him. Carl Van Cast, in *Board of Education of the City of Chicago v. Van Kast*, was employed by the school district in 1960 as a teacher. In 1981, Van Kast became principal of John Marshall Metropolitan High School. The school was classified as a non-performing school. The record showed 30 violations of the School Internal Accounts Manual (Manual) and the General Bulletins (Bulletins).

Failure to maintain accurate accounting books and records happened between 1982 and 1985. Some of the violations were failure to keep vending machine sales according to the Manual, failure to secure prior approval of school sales over \$1,000, failure to create accounting records for group sales, failure to separate different sales proceeds, failure to maintain inventory,

authorizing use of funds for which the funds were not designated, and failure to maintain purchase order receipts and invoices.

While the principal was not directly responsible for this task, the principal's job included overseeing the operation of this task. The school board decided the principal's conduct was irreparable and terminated him. The Principal appealed.

The court ruled in favor of the principal because the principal was never reprimanded. The school system did not present evidence that it provided the principal with assistance in learning the new accounting manual. The school system did not make the principal aware of the stricter guidelines as part of his responsibility. Therefore, the system could not provide evidence the principal would not have taken the proper measures to correct the problems if he had been warned.

Retiring to Avert Termination

An example of a principal who attempted to avert adverse employment action for deficient performance was Glenn Higginbotham, in *Higginbotham v. Junction City School District*. Higginbotham was a high school principal who met twice with the superintendent concerning his poor performance.

The first incident happened on September 30, 1994, when the superintendent met with the principal and suggested the principal allow the dean of students to handle the discipline, while the principal spent his time on the instructional program. The superintendent also discussed with the principal how to set procedures for written announcements, intercom usage, and lunch detention.

Between the September meeting and another meeting in October, the principal called students "yard apes" over the intercom system. The principal failed to remember students' and

teachers' names. Mr. Higginbotham did not order materials to effectively operate the school. The principal's written and oral communication with students, teachers, and other stakeholders was poor. As the principal visited classrooms, he used profanity as he referred to things he did not like. The principal failed to maintain a professional rapport with teachers and staff.

At the October meeting, the superintendent detailed 10 areas of poor performance. The principal tried to preempt an adverse employment action for inadequate performances by resigning, and then attempted to rescind the resignation. The court ruled in favor of the school district, because the resignation was voluntary. The superintendent's acceptance rendered the resignation as effective immediately.

In another situation concerning school finances, the principal, Sammie Harris, in *Harris v. Detroit Public Schools*, was hired as a yearly principal at Northern High School. The employment agreement stated Harris was an at-will employee. The agreement further stipulated that Harris' employment could be terminated at any time with or without cause. The agreement also stated that Harris' employment would roll over yearly if he did not receive notice. The agreement specified Harris could end his employment by notifying the district by February 1.

Harris discovered the bookkeeper had engaged in unacceptable accounting procedures. The principal requested an audit of the financial books. After the audit was completed, the results showed thousands of dollars were missing. The bookkeeper resigned and Harris appointed a social studies teacher as interim bookkeeper. After the Detroit Federation of Teachers complained about the Social Studies teacher's assignment, Harris reassigned the teacher back to the classroom.

During the school year, another accounting problem surfaced regarding a fundraiser, Sign-A-Rama. Another audit was conducted. The principal was placed on administrative leave

until all matters related to the accounting problem were resolved. Harris sent a letter of retirement to the Human Resource Officer making his retirement effective at the end of the school year.

An article appeared in the local newspaper stating that \$19,000 was missing from Northern High School between 1998 through 2002. In addition, the article stated money was spent on items that were not allowed: a refrigerator for the office, staff luncheons, flowers, and gifts.

Shortly after the article appeared in the *Detroit News*, Harris sent a letter to the Chief Executive Director (CEO) of the School District, attempting to rescind his retirement. A week later the CEO responded in a written letter to Harris, stating that his request was denied. Harris sued the school district.

The court ruled in favor of the school board because the principal had every right to resign. Therefore, the principal's resignation was voluntary. The principal's suspension was not the same as being constructively discharged.

Transfer of Principal

School districts sometimes transfer principals for poor job performance. For example, Kay Hinson, in *Hinson v. Clinch County Georgia Board of Education*, was the principal of Clinch County High School for 4 years. She was also the first female high school principal hired in the school district. Ms. Hinson's husband also worked for the Clinch County Board of Education as media technology coordinator.

During her tenure as principal, Ms. Hinson had several tense conversations with a board member, Mr. Kennedy, regarding his son who was a student at the high school. Ms. Hinson and

Mr. Kennedy's relationship was very strained because Mr. Kennedy refused to stop calling Ms. Hinson by her childhood nickname "Kay Baby." Ms. Hinson also had tense conversations with Mr. Moylan when he was a district level administrator. At the time of litigation, Mr. Moylan was the superintendent.

Two board members, Mr. Kennedy being one of them, and the superintendent had a very argumentative disagreement with Ms. Hinson regarding where to build a new middle school. Ms. Hinson wanted the school to be constructed next to the high school. After this conversation, rumors started circulating that Ms. Hinson was going to be removed as principal. Shortly thereafter, Ms. Hinson was offered a district-wide position and she was replaced with her assistant principal. The assistant had fewer credentials and far fewer years of experience as a principal.

Meanwhile, Mr. Hinson was being terminated because he had possession of videotapes from the visiting girls' locker room. A theft had occurred during a game and a camera was installed. The resource officer actually installed the camera with the authorization from the assistant principal, who had become the principal. There was no adverse employment action taken against the resource officer or the current principal for their role in installing the camera. Later, it was discovered there was no law against installing the camera.

The principal sued, claiming she was demoted. The court ruled in favor of the school district on the principal's property right because the principal's property right was not in the job of her choice. The principal's right was in whatever capacity the Board chose to use her. The board needed to make sure she did not suffer loss of prestige, responsibility, or pay. The statute required that all three had to be present for there to be a demotion.

Dual Position Principals

When dual positions are held, adverse employment action for deficient job performance may be a complicated situation. Each contract must be treated separately. For instance, Leon Opdahl, in *Opdahl v. Zeeland public School District No. 4*, was an elementary principal and elementary school teacher. Opdahl had been a teacher for over 20 years and a principal for over 13 years. The school district hired a new superintendent. The new superintendent evaluated Opdahl as a principal and as a teacher. Both evaluations were unsatisfactory and were used to justify Opdahl's dismissal from both positions. Opdahl sued the school district.

The court ruled in favor of the school district because the school district treated each contract separately. Therefore, the school district complied with all procedural requirements.

In a similar situation, David M. Cunningham, in *Cunningham v. Yellowstone Public School District No. 14*, was principal at East Fairview Elementary School (FES) and superintendent of the school district. The principal and several teachers at FES had conflicts. The school district had a procedure for teachers to submit grievances. According to procedure, grievances went to the principal then to the superintendent, then to the school board. The teachers did not follow this procedure. They informally talked to board members about conflicts with the principal. The school board members finally talked to the principal and told him he failed to perform contractual duties and execute common district educational goals with teachers and board members. The principal was terminated for failure to perform contractual duties. His superintendent's contract was also abrogated. The court ruled in favor of the school district on both contracts.

The school district followed all statutory requirements under the teacher procedural due process statute on the principal contract. The superintendent portion of the contract was not

under any statutory requirements. The grievance policy was subordinate to statutes and general contract law.

In the case of *Harvey D. Hurtt v. School District No. 29* (1986), Hurtt held two positions, superintendent and principal. Hurtt was contracted to work 220 days. Hurtt presented a time report showing he worked 26 more days than required. The board rejected the time report. In executive session, the board decided to non-renew Hurtt's contract for the following year. The board claimed Hurtt left unfinished work.

The court ruled in favor of the school district on the superintendent's contract, because the superintendent contract could be terminated without notice. However, the court reversed and remanded to a lower court on the principal contract, because the principal was entitled to notice that his contract would not be renewed for the following year.

Demoted Principals

School districts demote principals for poor performance if that is the best course of action. For instance, Melvin Franklin, in *Franklin v. Board of Directors School District of Kansas City*, was principal of Central High School in Kansas City Missouri. Mr. Giles, Acting Associate Superintendent for Secondary Schools, was Franklin's evaluator and immediate supervisor.

Mr. Giles wrote Franklin a memo requesting that Franklin submit requisitions in a timely manner so materials for the 1986-1987 school year could be purchased. The materials that needed purchasing were teaching supplies, including core teaching material needed by the teachers to create lesson plans. Mr. Franklin did not submit the requisitions until September and the core teaching supplies did not arrive at Central until the end of the first semester.

To further exacerbate the situation, Mr. Franklin was well-versed in scheduling, but the master schedule was not completed. Although a preliminary schedule existed, it was never finished. Some students did not have a schedule. Some seniors did not have the required classes for graduation. Teachers were not assigned classes and some were assigned too many classes. Mr. Franklin stated he delegated that responsibility to his assistant principal. As the result of a poor master schedule, Mr. Franklin and the school did not distribute first semester grades because students were not matched with specific teachers and grades.

In 1984-1985, Giles set a job target for Franklin and other secondary principals. Specifically, Franklin was told his job target was to spend 50% of his time observing in classrooms and interacting with teachers. Franklin did not provide documentation that he had met the job target. Franklin's documentation showed that in the first semester of the 1986-1987 academic year, Franklin spent a total of 13 hours in a 10-day period observing classrooms. The next year the same type of job target was set for Franklin and his documentation showed he spent 14 hours in an 8-day period observing classrooms. Franklin was demoted to a classroom teacher. The school board upheld the superintendent's recommendation to demote the principal from principal to classroom teacher. The principal's poor performance in the areas of educational programs and instructional leadership were given as reasons for the demotion. The court ruled in favor of the school board because the school board actions followed procedures required by statutes. The court refused to hear the principal's other points because they were without merit.

Probationary Principals

When district level administrators find it necessary to undertake adverse employment actions against probationary principals, a host of problems may arise. Problems with granting

tenure can be a major legal dilemma. A problem occurred when Rebecca Taylor, in *Taylor v. Jack Berberian*, had received letters from the superintendent in the past detailing her poor performance. Later, a letter from the superintendent informed Taylor she would not be recommended for tenure. The last day of her probationary period would end her contract. The principal sued alleging that the superintendent did not have the power to terminate her on the last day of the contract.

The court ruled in favor of the school district because the superintendent's termination of the principal was made effective upon completion of her probationary term. This is clearly a superintendent's function in that state. If the termination had been during the probationary term, a majority vote of the school board would be proper.

Back Pay Issue

Sometimes the issue of back pay arises out of an action. James Long, in *Long v. St. Francois County School District*, was principal at one of the local schools in the district. In a prior ruling against the school board, the Circuit Court of St. Francois County decided Mr. Long should have been reinstated and given back pay. The school district did not follow the court's directive and Mr. Long remained as a classroom teacher.

Six years later, Mr. Long sued to recover 6 years of back pay as principal. The school board terminated him again. The court ruled in the school board's favor because Mr. Long was only entitled to 1 year of back pay as principal. The initial year Mr. Long was wrongfully terminated as principal was the only year damages could be recovered.

In the above grouping of cases, the courts ruled in favor of the school district a majority of the time for three reasons: (1) the principal failed to perform assigned duties, (2) the principal

performed the assigned duty but the quality of the job was not performed to a prescribed standard, and (3) the school board was able to present evidence it followed all board policies as well as all relevant state and federal statutes.

In two situations, the courts did not rule in favor of the school board. In one case, the school board had failed to provide adequate training and had failed to warn the principal of more stringent guidelines to be used. In the other case the school district failed to notify the principal in a timely manner as set out in school board procedures.

Ineffective Leadership

Ineffective leadership is the second largest cause of adverse employment against principals (see Table 5). Richard Knuth (2004) defined ineffective leadership as cheap leadership that results in organizational gains and relationships that are superficial and have a short shelf life, which is characterized by organizational dysfunction and employee disaffection. There were six cases in the studies involving ineffective leadership where tenure may have been an issue.

Tenured Principals

Jerry Peterson, in *Jerry L. Peterson v. Unified School District No. 4181*, signed three 1-year contracts, 1983-1986, to be principal of Lincoln Elementary School. During Peterson's contract, teachers wrote the superintendent expressing concern about Peterson's leadership performance. Allegations of abusiveness to children, including his own, and inappropriate touching of staff members surfaced. The last concern voiced was Peterson's mental health treatment at a local mental facility.

In February of 1986, the superintendent recommended nonrenewal of Peterson's contract because he had become ineffective, and lost the confidence of the teaching staff. The superintendent questioned Peterson's ability to continue as principal and be effective. The board approved the recommendation. The principal claimed his civil rights were violated.

The court ruled in favor of the school district because the principal's statutory property and procedural due process rights were not violated. According to the Nonrenewal Procedure Act, tenured administrators have a right to notice of nonrenewal by April 15. Tenured administrators who are non-renewed have a right to a hearing in executive session. If any one of these had been violated, the principal might have prevailed, but he did not.

Karol Howard, in *Howard v. Columbia Public School District*, was in her second year as principal of Robert E. Lee Elementary School in Columbia, Missouri. Cheryl Cozette, the Deputy Superintendent, was the supervisor of elementary principals and responsible for evaluating them.

Toward the end of Howard's second year, tensions boiled over between Howard and her staff relative to her leadership style. Letters were sent to the superintendent by a variety of factions. Concerned citizens and the president of the Parent Teacher Association (PTA) sent separate letters. Two letters were sent by parents, a signed letter was sent by 17 faculty members, and one faculty member sent a letter of resignation stating she would no longer work under Howard. All of these letters expressed concern about tension at Lee Elementary created by Howard's leadership style. Cozette met with the 17 teachers who signed the letter to get more details. Cozette met with Howard on several occasions to discuss the problems at Lee and to encourage Howard to work on her interpersonal skills with teachers.

Two weeks later, Cozette met with Howard and indicated that Howard would not be successful at Lee given the discontentment of teachers and her lack of leadership effectiveness. Later the superintendent and Cozette met with Howard and offered her a system-wide position in grant writing and data analysis. Howard accepted the system-wide position with the same pay and benefits but never signed the contract. Howard worked at her new position for 3 days. On the advice of her attorney, Howard returned to her former school claiming she was still the principal.

Howard was placed on paid administrative leave. Howard was then placed in another position as Principal on Assignment for the following school year, 2000-2001 at Blue Ridge Elementary School. After the 2000-2001 school year ended, Howard was given notice that she would not be rehired. Howard claimed violation of procedural due process, equal protection, and substantive due process.

The court ruled in favor of the school district because Howard did not have a right to continued employment once she received nonrenewal notice before her contract deadline.

Principals Tenured as Classroom Teacher

Earl Beal, in *Beal v. Board of Education Laclede County School District*, had worked for the Laclede County School District for 27 years, the first 22 years as a teacher. Beal had become principal of Conway High School 5 years before and problems had slowly increased. Beal had problems maintaining proper discipline. Another complaint by the superintendent was Beal's lack of effective communication with stakeholders. Beal did not communicate well with teachers, students, and parents. Beal's evaluation of teachers was inaccurate, which may have caused some other legal issues.

Beal was informed he would not be rehired as principal at the end of his fifth year. Since Beal was a tenured classroom teacher, he was offered a tenured classroom teaching position. The reasons for not rehiring Beal were ineffective communication skills with stakeholders and his ineffectiveness in maintaining discipline.

The principal claimed the school board violated his due process rights when he was terminated as principal. The school board won because, for Beal to obtain due process protections in Missouri, the principal must have been re-employed five times within the same district as a principal. Employment as a principal for 5 years was not an implied promise of re-employment for a sixth year, as required by statute. There was nothing in board policy that implied a promise of continued employment.

Eddie Clinton, in *Clinton v. Wake County Board of Education*, was employed for Wake County School District as a teacher from 1972 to 1977. Clinton resigned in 1977 because of conviction of theft not related to schools. In 1979, the school rehired Clinton as a teacher at Central Wake Optional School. Clinton became assistant principal at North Garner Junior High in 1986. Clinton was appointed probationary principal of Vandora Springs Elementary School. The assistant superintendent, Hardy, was Clinton's evaluator. During the first year Clinton was given three evaluations: a mid-year evaluation, a year-end evaluation, and a year-end Team Visitation Summary Report. Toward the end of the first year, Hardy met with Clinton and shared the results of a survey from teachers. The survey reflected a great deal of dissatisfaction by staff and teachers with Clinton's leadership, his absences from campus, his failure to keep appointments, and his negative relationship with his staff.

The next year Hardy made several visits to the campus and each time Hardy expressed concerned with Clinton's absences from campus, relationship with staff, failure to keep

appointments, and violation of board policy for initiating a student fundraiser. On Hardy's final visit, during Clinton's second year, Hardy expressed to Clinton his responses to the areas of discussion would determine if he would be able to continue functioning as a principal. Hardy further stated to Clinton that his responses to the areas of concern could also jeopardize his chances of becoming a tenured principal.

At the end of Clinton's second year Hardy resigned her position and left the school district. Denlinger replaced Hardy as assistant superintendent and Clinton's evaluator. Denlinger evaluated Clinton and a team of evaluators made their visit. Denlinger's report was given to the superintendent and to Clinton. The report listed several stinging criticisms: low staff morale, lack of leadership, lack of knowledge of elementary education, lack of oral and written communication with stakeholders, insufficient feedback to staff, and lack of knowledge of staff about the school budget process.

The procedures in that state for probationary principals seeking to gain principal tenure were to complete a portfolio and participate in an interview with the superintendent's cabinet. After the interview with the superintendent's cabinet, the vote was unanimous to not grant Clinton principal tenure. The Board voted not to grant tenure. The main complaint against the principal was lack of leadership skills.

The court stated that the section of statute Clinton tried to use did not create an enforceable right. That particular section required the school board to create an evaluation method by a specific date. Therefore, the trial court grant of summary judgment in favor of the school district was correct. However, the court noted the school district did not evaluate Clinton according to established procedures. Therefore, a claimant may use the school board's failure to

evaluate, according to procedures, as evidence the dismissal was arbitrary and capricious. The section Clinton tried to use does not apply to failure to evaluate.

Nyles Spurlock, in *Spurlock v. Board of Trustees Carbon County School District*, had been a classroom teacher with the school district from 1970 to 1974. Spurlock became principal during the school year 1973-1974, and was principal at Morrow School for 9 years.

Bruce Harvey was hired as a classroom teacher for the 1981-1982 school year. His spouse was employed as a part-time teacher for the 1981-1982 school year. Toward the end of the school year, a newspaper article appeared in the local paper written by Mr. Bruce Harvey. The article made disparaging remarks about Spurlock. Late one evening, after school, Spurlock confronted both Harveys in a classroom. According to some teachers, animosity between these three had been going on during the school year and it had started affecting the school. Some teachers supported Spurlock.

When the Harveys tried to leave, Spurlock stood in the doorway and said “don’t touch me.” The Harveys and Spurlock called each other “sex fiends.” Spurlock told Bruce if anyone was kinky he was for marrying a woman half his age. Spurlock told the Harveys they better get out of town; he was going to sue them and put a lien on their house. As the Harveys were leaving Bruce said in a loud voice, “we better watch out we may get shot.” Spurlock said “If I shoot you I will shoot you to torture you.” Spurlock finally told the Harveys to back off and stop the hostility.

The assistant superintendent was made aware of the confrontation and held a meeting with the Harveys and then Spurlock. Spurlock admitted he said more than he should have and as a principal he should not have threatened the Harveys; however, Spurlock said he did not do

anything wrong since there was nothing physical. The school board decided to discharge him as principal and terminated his employment contract.

Spurlock had certain due process rights as a tenured classroom teacher. Spurlock could not achieve tenure as principal. The law in Wyoming does not allow principals to attain tenure. But the discharge of Spurlock as a principal had nothing to do with his effectiveness as a classroom teacher. Spurlock could be reinstated as a classroom teacher.

Another example of a situation involving ineffective leadership can be found in *Harris v. School District of Philadelphia*. The school district employed Odette Harris in 1947. Harris was appointed principal of William Penn Magnet School in 1967. As a communication magnet school, thousands of dollars were spent on equipment. Under Harris the school had become stagnant and parent participation started dwindling. Harris did very little to increase the student population. The suspension rate at the school rose while the student population decreased. Scholastic aptitude test scores decreased, and Harris did nothing to encourage students to take the test.

The school district had implemented a transfer policy designed to match principals' strengths with a particular school. Harris was transferred from a large high school to a smaller one. The board cited stagnation of faculty and the need of professional improvement of the principal. The court ruled that the purpose of the transfer policy was to match the principals throughout the school system with schools that best fit their talents. The program was designed so students would benefit the most. In addition, the professional growth of principals would enhance the administration of local schools. The court recognized the school board may transfer an employee to a different position to increase the efficiency of the school administration. There

was no violation of the school code. The court further observed that if there was no policy in place, the plaintiff might have succeeded in her claims.

In *Odegaard v. Everett School District 115* (1990), Joanne Odegaard had been principal at Hawthorne Elementary School since 1984. Odegaard took a sabbatical during the 1986-1987 school year. Odegaard returned for the 1987-1988 year, and she was assigned principal of Silver Lake Elementary School. During the 1987-1988 school year, Odegaard told a group of teachers, parents, and administrators that she neither liked nor wanted an elementary principalship.

During February of 1988, the superintendent sent Odegaard a letter stating she lacked the skills to be an elementary school principal. The principal was transferred to a teaching position. In a board hearing, the superintendent stated that the reasons were lack of skills to be an elementary school principal and lack of effectiveness among stakeholders. Odegaard never disputed the superintendent's reasons. The court decided that the statutory framework permits transfer of principals if it is in the best interest of the district. The same statute governs the transfer of non-tenured principals.

Patsy Finch, in *Finch v. Fort Bend Independent School District* (2003), worked 27 years for the Houston Independent School District. Arthur Culver, area superintendent of the Fort Bend Independent School District actively recruited Finch to his school. After the probationary period, Finch signed a 2-year contract. Culver had given Finch satisfactory evaluations.

A few months into the second contract, the superintendent asked Finch to resign or be reassigned. Finch was reassigned to Facilitator of Classified Staff Development. The superintendent stated Finch lacked the leadership skills to interact with parents and to exercise good judgment in hiring. Finch went through two grievance process. The first grievance hearing was held by the superintendent. The second grievance hearing was before the board of trustees.

The board of trustees took no action, which had the effect of upholding Finch's transfer. Finch resigned. The court decided the grievance process allowed Finch procedural due process. The school board had a rational means of advancing a legitimated government purpose.

The courts ruled in favor of the school district in a majority of this grouping of cases. The cases presented reveal four major situations: principals who are tenured as classroom teachers, principals who gain tenure as principal, principals seeking tenure, and principals under contract. The school district followed the established procedures to satisfy the courts.

In one case where the school district was not entirely successful, *Spurlock* (1985), the court ruled in favor of the principal because the principal was a tenured classroom teacher. The lack of effectiveness as a principal had no bearing on the principal's effectiveness as a classroom teacher. However, the court upheld the school board on termination of his principal contract.

Unprofessional Conduct

In general, unprofessional conduct of an educator covers a wide range of issues such as, immorality, other good and just causes, conduct of a sexual nature, publicly disparaging superiors, failure to advance the cause of the district and conduct unbecoming an educator.

Of the 100 cases studied, 13 involved unprofessional conduct. The issue most heavily adjudicated was conduct of a sexual nature, followed by other unprofessional conduct, falsifying records, demeaning acts, stigmatizing language, and, finally, assault. The results of these cases varied depending on the statute and contract of the principal.

When district-level administrators determine it necessary to enforce some type of adverse employment action against principals for unprofessional conduct, reassignment or termination was the overwhelming choice of action.

Sexual Improprieties

Lee Rabon, in *Rabon v. Bryan County Board of Education I* (1985), was principal of Bryan County High School. On occasion, Rabon discussed sexual and personal matters with certain teachers at school in an unprofessional manner. Rabon also made derogatory comments to teachers about other teachers and students in an unprofessional manner. As a result, communication between Rabon and teachers had been strained and the school atmosphere had deteriorated.

The superintendent of schools brought charges against Rabon for comments of a sexual nature directed toward teachers. The matter was referred to the Professional Practices Commission as set out in statute. The commission recommended a 60-day suspension without pay. The school board decided instead to terminate Rabon's contract. Rabon claimed the school board did not have the power to go beyond the recommendation of the PPC. The court decided that a local board in Georgia is free to adopt or ignore the recommendation of the Professional Practice Commission.

Theodore Fisher, in *Fisher v. Independent School District No. 622* (1984), was principal of Webster Elementary School in 1967 when the alleged incidents began. Fisher allegedly sexually abused an elementary student named Robbi Olson between 1967-1971. Robbi Olson was in the second grade when he stated that the pattern had started. The principal would call him down to his office once or twice a month, where sexual contact with the principal would happen.

The sexual contact continued up to the time Olson was in the fifth grade. At that time Olson moved out of the district. The claims surfaced in 1983 when the Olson was 23 years old. Olson brought the incidents to light during counseling sessions for another family member. The counselor directed Olson to the police department.

Olson met with the superintendent and gave the superintendent a copy of the written statement he, Olson, had given to the police. The superintendent met with Fisher. Later in the month, the superintendent talked to some of Olson's former teachers and Fisher's secretary. Olson's fourth grade teacher and Fisher's secretary stated they would have recalled visits of that frequency. Olson's fifth grade teacher stated he would not have noticed. They all agreed that recall was difficult since the last alleged incident happened in 1971.

The superintendent met with Fisher and informed him of the resolution approved by the board for immediate dismissal. The principal resigned rather than admit guilt and be terminated. The board rejected the resignation. The principal claimed the charges were too old. The board's action resulted in a denial of due process. The court ruled there was no limitation for these particular charges and the charges were grounds for immediate discharge.

In another case involving sexual impropriety, Lynn Reed lost her job as an elementary principal in *Lynn Reed v. Rolla 31 Public School District* (2005). She had an affair with the maintenance director while both were married to others. Later, the maintenance director complained to human resources about personal phone calls he was still receiving from Reed. Reed then learned that the maintenance director was having an affair with three other female employees, and Reed contacted human resources claiming she was concerned about the maintenance director's mental state. The precipitating event seemed to be when Reed and another female employee sent a highly suggestive birthday card to a bus mechanic. The superintendent reprimanded Reed for her part in the birthday card incident. Soon thereafter, the maintenance director filed sexual harassment charges against Reed.

The court ruled that Reed had failed to show the nonrenewal was a pretext for a discriminatory reason under the Missouri Human Rights Act. Reed unsuccessfully attempted to

show she was treated differently from men who were similarly situated. The court granted summary judgment for the school district.

Criminal Act

When principals commit other, non-sexual unprofessional acts, or behave unprofessionally, the school district's actions may vary. An example of this type of situation can be found in *Loralea Francis v. Unified School District (USD)* (1994). On July 30, 1992, Francis, principal in the USD, received a notice placing her on administrative leave. The notice included a statement notifying Francis of the intent to terminate on the last day of August, because Francis had been convicted of shoplifting. In early September, Francis responded to the notice. A due process hearing was held by the school board in November. In early December, Francis was terminated for the shoplifting conviction.

Francis filed a notice with the district court within 30 days of receiving termination papers. Three days after, Francis sent a notice to the district court and she filed an appeal with the school board, stating she had been wrongly terminated.

The ruling indicated that Francis had failed to request a hearing with the school board within 30 days after the notice of termination. She filed 33 days after receiving the notice of termination. Francis inexplicably first filed a petition with the district court, the court ruled that Francis had failed to file first with the school district in a timely manner.

Dishonesty

Mr. Spears, in *L.D. Spears v. Beauregard Parish School Board* (1999), was employed by the Beauregard Parish School Board as a teacher and gained tenure as a teacher. Spears was then

promoted to assistant principal where he also gained tenure. Later Spears gained tenure as principal of East Beauregard High School. Three years later, the superintendent concluded an investigation of Spears. The superintendent reported his findings to the school board with a recommendation of termination of Spears' employment contracts. The school system brought charges of dishonesty against the principal but the board rejected the superintendent's recommendation. The school board decided to place Spears on administrative leave and offer him a teaching position with a reduction in salary, designate an acting principal to complete the school year, and advertise the principal position. Spears filed a petition of relief against the school board.

The court ruled that the Board properly followed procedural provisions for removal according to the Teacher Tenure Law. The Board clearly revoked Mr. Spears' status as principal, but not as a teacher.

Demeaning Act

A demeaning act was the subject of litigation in *Sylvester v. Assumption Parish School Board* (1995). Mildred Sylvester was principal of Labdieville Primary School. Sylvester's evaluations reflected her outstanding work as a principal. The record revealed a disruptive 5-year-old kindergarten student was brought to the principal's office. The student has a record of being disruptive and disobedient. It was also well known that the student had a behavior disorder. A teacher who teaches students with behavior disorders had demonstrated to the faculty, including the principal, how to restrain and disarm these students.

Despite this prior demonstration, Sylvester had the student's wrists and ankles duct taped. The student was roped to a desk. The student was also placed in the principal's office door on

display for public viewing. The student was restrained in this manner from 10:45 a.m. until 1:00 p.m., when he was sent back to his classroom. The incident was reported.

A fact-finding committee concluded that Sylvester was guilty of incompetency and willful neglect. The school board voted to demote Sylvester to classroom teacher. Sylvester stated the school board decision was arbitrary because one board member did not like her. The court ruled the school board would have made the same decision even if one school board member had recused herself.

Assault

Assaulting behavior resulted in a principal being dismissed from his role and his employment contract finally not being renewed. George Harris, in *Harris v. Canton Separate Public School Board of Education* (1995), was principal of Nichols Middle School in Canton, Mississippi, for 23 years. Two incidences occurred that caused Harris' contract to be non-renewed.

The first incident occurred on January 25, 1989. Harris was waiting on Ms. Houston to arrive home. Ms. Houston was a teacher at McNeal Elementary School for 14 years. Rumors had circulated for several years that Harris and Houston were romantically involved. Harris was married at the time.

When Houston arrived home in Jackson, Mississippi, Harris placed his car behind Houston, blocking her car in the driveway. Houston asked Harris to move his car because she would not be staying long. Harris asked her why and she stated it was none of his business. Harris grabbed her and threw her against the car, causing several bruises.

The second incident occurred 5 days later when Harris followed Houston to work. As she was walking to the building, Harris yelled out he was going to kill her before the night was up. Houston went into the building and met with her principal, telling the principal everything that had happened. The principal encouraged Houston to meet with the superintendent.

The superintendent investigated the allegations. The superintendent fired Harris for assaulting and threatening another employee while employed in his official capacity as principal. Subsequently, the superintendent recommended Harris's employment contract not be renewed. The board upheld the superintendent's recommendation. Harris sued, claiming that the school board erred in terminating his employment contract. The court decided the evidence supported finding Harris had threatened and assaulted another employee.

Unprofessional conduct such as those described above will not be tolerated by school boards. The school districts were successful when they were able to demonstrate the criminal conduct or the sexual conduct had a negative effect the school.

Insubordination

This study included 11 cases regarding insubordination. Insubordination is refusing by word or action to perform a task or assignment. For example, in *Bolin Stewart v. Hackett Public School* (1994), Bolin Stewart had been a teacher for over 20 years. Stewart was hired in 1989 as principal of Hackett Elementary School. His hiring was for 1 year with the understanding he would become certified as an elementary school principal by July 1990. Stewart did not meet the stated deadline, but his contract was renewed for the following school year with the same stipulation.

The problem came to light when the school district hired a new superintendent. The superintendent discovered Stewart was not certified and recommended his termination. The school board approved the recommendation. Stewart claimed his termination was arbitrary, capricious, and discriminatory. The facts revealed Stewart spent more time working on a superintendent certificate than a principal certification. The school board had every right to terminate the principal. The principal termination was in compliance with the Teacher Fair Dismissal Act.

Failure to Follow Directives

Principals have every right to move schools in directions they deem necessary for improvement but directives from superiors must be followed even if the principal disagrees

An example of the application of this type of can be seen in, *D'Angelo v. School District of Polk County* (2007). Michael D'Angelo wanted to move his academically failing school to the Charter School Model. One of the criteria for moving to the Charter School Model was a 50% vote of the faculty in favor. After the initial vote of the faculty failed to produce a majority, D'Angelo wanted to meet with teachers who voted in favor of the change. The purpose of the meeting was to implement the Charter School Model in part of the school. D Angelo's superiors had previously instructed him not to conduct the meeting and not to proceed toward the Charter School Model.

The school board terminated D'Angelo. D'Angelo sued, claiming free speech protections. The problem here is D'Angelo was speaking as a school board employee and not a private citizen. The court ruled in favor of the school district.

Phillip O'Bannon, in *O'Bannon v. Chicago Board of Education* (2001), signed a contract with the board and the Chicago Vocational Career Academy (CVCA) to be principal from 2000 to 2004. CVCA had the second largest enrollment in the school district. The contract stipulated that this timeframe was contingent on O'Bannon performing his duties according to the rules, policies, and procedures of the board.

The problems started when O'Bannon was given a directive by the superintendent to issue a diploma to a senior student. O'Bannon instead instructed the student to attend summer school. Sometime later during the summer, O'Bannon was given another directive to close classes with low enrollment before September. O'Bannon did not follow the directive. By October, O'Bannon was reassigned as associate principal at Lucy Flower High School. O'Bannon received the same pay and benefits.

O'Bannon accepted the position and started working. Toward the middle of October, O'Bannon tried to negotiate a higher salary and other accommodations; the board office rejected his demands. O'Bannon sued after reassignment to another high school claiming his due process rights were violated. The court ruled accurate procedures were followed during O'Bannon's reassignment and dismissal on January 26, 2001. In addition, statements made regarding adverse employment actions did not defame the good name, reputation, honor, or integrity to the point the O'Bannon could not secure other employment.

The issue of insubordination may surface in conjunction with school prayer relative to district level administrators' directives to principals. In *Board of Trustees of the Jackson Public School District v. Bishop Earl Knox* (1997), Knox informed the deputy superintendent about a request from students to read a prayer over the intercom each day. Knox informed the deputy

that he viewed the students' request as permissible under the law. The deputy advised Knox to seek advice or an opinion from the staff attorney.

The staff attorney on four different occasions notified Knox not to allow reading of prayers over the intercom during the instructional day. Knox ignored the attorney's directives and allowed students to proceed as they requested.

The school district suspended Knox from his duties and finally dismissed him for insubordination. Knox sued the school district. The court ruled in favor of the school district, citing Knox's disregard of the school district's position regarding the legal issue. The district's position was stated to him on four occasions by the school district's staff attorney.

Thomas Lapinski was principal of Mount Pleasant High School from July 1, 1990 to April 1, 2000. On December 14, 1999, the school district sent Lapinski a letter informing him the board had voted not to renew his contract. The board also voted not to extend his employment as an administrator beyond June 30, 2000, which was the contract expiration date. Lapinski retired shortly before his employment contract expired. Lapinski sued for alleged retaliatory actions taken against him for his whistle blowing letters and statements made to board members and other district administrators. The superintendent had warned Lapinski to follow school board procedures for registering complaints.

Lapinski had written a series of letters to board members and district officials challenging the district's practice of understaffing his custodians, dissolving the step increases of the salary schedule, and under-allocating funds to vocational education.

The District Court granted the school district's motion for judgment on the pleadings. The district court noted it was clearly established that public employees cannot be demoted in retaliation for exercising his or her First Amendment Rights. The district court reasoned that

Lapinski retired because of pending termination. Therefore the school district could not have constructively discharged him.

Lapinski appealed to the United States Court of Appeals. The Appellate Court ruled that the school district's failure to renew Lapinski's employment contract did not constitute an adverse employment action for the purpose of Lapinski's First Amendment retaliation claim.

The school board succeeded in all of the four cases above. The Teacher Fair Dismissal Act for the state was followed to terminate a principal. For principals, as public employees, free speech turns on the evolution of laws governing employee speech. In general, *Pickering* (1968) gave public employees a right to free speech without being terminated. However, the right of public employees must be balanced against the interest of the state, in a balancing test. In 1983, the Supreme Court narrowed *Pickering* by deciding *Connick* (1983). The rule for *Connick* states that public employees must be speaking as private citizens on matters of public concern for the speech to be protected. In a third case shaping employee speech rights, *Mt. Healthy School District v. Doyle* (1977), the Supreme Court held that when the school district can show that it would have introduced an adverse employment action anyway, independent from the employee's free speech, the school district can proceed with the adverse employment action. Under *Garcetti* (2006), public employees may speak as citizens but not in their official capacity. Speech that is part of a governmental employee's job is not protected by the Constitution. The main difference between *Garcetti* (2006), *Pickering* (1968), *Connick* (1983), and *Mt. Healthy* (1977) is *Garcetti*'s speech, written memo, was in the performance of his duty. *Garcetti*'s memo was written to his supervisor expressing a course of action on a particular case.

In the last situation, the school board received a favorable ruling. The reasons for the favorable ruling were the school board's actions were not seen as retaliatory and Lapinski could not present facts to support his claim of wrongful discharge.

Reduction in Force

School districts face difficult decisions when reduction in force must be made. Reasons for reduction in force may include the following: reorganization and budget adjustment; reducing staff because student population has declined or because of financial shortfalls due to economic downturns. Reduction in force may include but is not limited to reduction in time worked, involuntary demotions, salary reductions, and transfers.

Budget Adjustments

In *Barbara Pierce and Preston Pierce v. Unified School District* (1989), both employees were hired under at-will contracts. Preston was hired as principal and Barbara, his wife, as bus driver and sporting concessionaire. In a cost-cutting measure, the school board decided one principal would govern the school, K-12. The grade level principal was certified K-12 but Preston was certified 9-12. The board decided not to renew Preston's contract. At the same time, the school board did not renew Barbara's contract as bus driver and allowed the sporting concession contract to expire.

The court ruled in favor of the school district because both employees were at-will employees. Their contracts were allowed to expire. No wrongful discharge claim could exist.

The events connected to Ann Painter's demotion developed in this manner in *Painter v. Campbell County Board of Education and Roger Brady, Superintendent* (2006). Painter was

principal of A. J. Jolly Elementary School (AJJ) for 20 years. At the close of the 2002-2003 school year, the school board decided to close and consolidate AJJ, where Painter was principal, and merge it with Alexandria Elementary School (AES). The closing was due to budget cuts. However, a new school was planned to replace Alexandria.

As the normal course of action, Brady, superintendent, evaluated Painter and noted Painter admitted she violated a state mandate by not revising the Comprehensive School Improvement Plan. Brady also stated Painter admitted telling her staff to disregard an email outlining board policy concerning lesson plans.

Painter spoke at public meetings expressing her opposition to the consolidation and closing. A few months later the principal was reassigned to another school and demoted to reading teacher. The principal filed an action alleging her First and Fourteenth Amendment Rights were violated.

The court ruled in favor of the school system because the school system could show that Painter's demotion had nothing to do with her 5-minute public speech. Additionally, Painter was allowed unrestrained to voice her opinion.

Lynne Christensen, in *Christensen v. Kingston School Committee* (2005), entered a 3-year contract with the Kingston School District as principal beginning in 2002. The superintendent informed Christensen he had eliminated her principal position. The stated reason was fiscal constraints and reorganization of the administration of elementary schools. Her 3-year contract period was not up. Christensen did not challenge the reason for the elimination of her position or that her dismissal was for any other reason but budgetary and fiscal constraints.

The court decided to grant the school district's motion to dismiss Christensen's claims of state and federal procedural and substantive due process rights. The court reasoned that

Christensen did not have a protected property interest in her position when it was eliminated. However, the court denied the school district's motion to dismiss Christensen's claim of breach of contract. The court remanded the breach of contract claim for further review.

In *Cole v. Ruidoso Municipal Schools* (1991), Texanita Cole, signed a 1-year contract to be principal of Ruidoso Middle School. The contract was effective for the 1987-1988 school year only. In March of 1988, the school board decided not to renew the principal's contract due to budgetary restrictions. The superintendent cited another issue that would have caused him to demote Ms. Cole, despite the budget restrictions. The superintendent stated Ms. Cole had trouble getting along with lead faculty members.

The school board offered Ms. Cole a teaching position. Ms. Cole accepted the teaching position for the 1988-1989 school year. During the school year Ms. Cole resigned and moved to Florida with her husband. Shortly, after resigning and moving to Florida, Ms. Cole filed a claim alleging denial of due process rights. The school district filed for summary judgment. The District Court of New Mexico denied the school district's motion.

The court reversed the lower court decision and remanded the case. The reason for the reversal and remand was that Ms. Cole did not have property interest in her continued employment as a principal. Furthermore, Ms. Cole had no legitimate expectations of reemployment beyond the initial terms of the contract.

Jeffrey Daury started working for the Pittsfield School district in 1970 as a school principal (*Daury v. Charles Smith*, (1988)). Over the course of years, Daury's evaluations started to decline. The school system closed one of its schools and Daury was demoted.

The situation unfolded in this manner. In October 1982, Daury met with the Director of Research concerning school funds. Daury brought up a personal matter and the meeting

degenerated to a near altercation. A month later Daury discovered a letter in the files without his signature, which was against the collective bargaining agreement. Later that day Daury saw Davis, the superintendent, in the parking lot and a heated argument ensued, which was witnessed by others. The final incident occurred when Daury was supervising students at the school crossing. Daury told a student to stop and the student swore at Daury. Eye witnesses stated Daury had a strangle hold on the student. Daury was put on administrative leave with pay and was required to see a psychiatrist.

In 1983, the school district decided to close a school because of financial constraints. The closing necessitated a demotion of one principal. The school system decided on Daury. The school system followed the collective bargaining agreement, which in performance and seniority had to be considered when deciding whom to demote.

Daury filed suit against the system claiming violation of his constitutional right to privacy. The court found no violation of Daury's constitutional rights when the committee required the principal to see a psychiatrist.

The school system won because the system sought a professional opinion to ensure the principal would not jeopardize the safety, health, and well-being of the educational environment. The matter was clearly an issue of public concern over that of right to privacy.

Reorganization of Schools

In some instances, principals are transferred because of reorganization. For instance, Mr. Schiller, in *Brian T. Schiller v. Nancy Moore and Park City School District* (1994), was transferred when Superintendent Moore reorganized the schools by transferring, promoting, and demoting some of the principals. All of the principals were opposed to the plan. The principals

met with Moore and the board on several occasions to discuss the plan. Schiller's position was eliminated and he was transferred to another school as vice principal. Schiller made several public statements concerning his position and some concluding statements about the reorganization plan.

Schiller was placed on probation, and afterward he resigned. Schiller filed a complaint alleging First Amendment violations, due process right violations, and state law violations. The school district filed for summary judgment. The District Court of Utah granted the school district summary judgment. The appellate court reversed and remanded the lower court decision. The reason for the court's reversal and remand was that neither party could put forth a well-reasoned argument for their position. Under procedural rules there is nothing to do but go back and start again.

Other

There was only 1 of the 100 cases studied where a principal resigned without coercion or some impending adverse employment action. In *Warren v. Buncombe County Board of Education* (1986), William Warren did not experience an adverse employment action. On October 11, 1984, Warren, the principal of Enka High School, delivered a letter to the superintendent tendering his resignation. The superintendent told Warren he accepted his resignation but wished he had not resigned. The job was advertised and a replacement was found.

Warren later changed his mind but the superintendent refused to return the letter of resignation. At a legal board meeting, the board accepted the letter of resignation. The former principal, Warren, filed an action against the school board, stating the superintendent, as an agent

of the board, could not legally accept his resignation. The court ruled in favor of the school district because the state statute expressly recognizes that public school teachers, which include principals, may resign whenever they choose. The same statute allows superintendents to accept resignations, in that state.

Categories of Adverse Employment Actions

A total of 100 cases were grouped into two categories of adverse employment actions. The two categories are causes of adverse employment actions and types of adverse employment actions. Each category spans the timeframe studied of 1989 to 2009.

Causes of Adverse Employment Actions

The first grouping of the case outcomes counted six causes of adverse employment actions: deficient job performance; unprofessional conduct; ineffective leadership; reduction in force; insubordination; and other as shown in Table 6. The percent of each category reveals a relationship of each area to the whole. Areas in figure 2 span the timeframe studied and in some instances reveal similarities and difference across the time span.

Table 6

Causes of Adverse Employment Actions

Causes of adverse employment actions	Number of causes
Deficient job performance	28
Ineffective leadership	15
Unprofessional conduct	14
Reduction in force	13
Insubordination	11
No reason stated	11
For cause	2
Denial of tenure	2
Other	2
Best interest of school district	1
Misappropriation of funds	1

Deficient job performance. The first area is deficient job performance, the largest number of causes of adverse employment cases litigated. Deficient job performance, as shown in Table 6, was 28 of the total cases studied. The earliest case brought to trial involving deficient performance was *Rebecca Taylor v. Jack Berberian* (1983). The latest case was litigated in 2009, *Henry Simpson v. Holmes County Board of Education*. A majority of the cases were decided in favor of the school district. Principals won two decisions in this area.

Ineffective leadership. Ineffective leadership was involved in 15 of the cases in the sample, as shown in Table 6. The earliest case came from South Dakota, *Coleta Jones v. Sully Buttes Schools* (1983). Missouri became the most recent state associated with ineffective leadership issues, in *Karol K. Howard v. Columbia Public School District* (2004). School districts won 13 of the 15 cases studied under this area. One case was decided in favor of the principal and one case did not show a clear winner.

Unprofessional conduct. Unprofessional conduct, as shown in Table 6, was the third highest represented cause for adverse employment action, with 14 cases. *Charles O. Logan v. Warren County Board of Education* (1982) was the earliest case of unprofessional conduct. *Lynn Reed v. Rolla 31 Public School District* (2005), in Missouri, was the latest case studied in this area. The principal won 2 cases in this area and the school board won 12.

Reduction in force. When school districts need to reduce principals because of financial constraints or student population decline, this is called reduction in force. Thirteen adverse employment actions against principals in this study involved reduction in force, as shown in Table 6. The earliest case involving reduction in force was in 1985. In this area, *Ambbia Finley*

v. the Independent School District No.566 became the first case to be litigated. The Campbell County School District in 2006 decided to reduce its principal staff by using the reduction in force option against Ann Painter. This case became the last case involving cause of reduction in force. Of the 13 cases in this area, the school board won 7 of the decisions and the principals won 6. The school board failed to win the sixth case won by the principals, because the school board failed to follow procedures regarding reduction in force.

Insubordination. Insubordination accounted for 11 of the cases in this study, involving causes of adverse employment actions, as shown in Table 6. Principals who refused to follow directives or chose to ignore directives generally incur some type of adverse employment action. Insubordination occurred in every time period studied. The school received a favorable decision in 8 of the 11 cases. One decision was in favor of the principal and the other cases were split decisions. The earliest case brought to trial in this area was *Thomas J. Kirschling v. Lake Forest School District* (1988). The last case litigated in this area was *D'Angelo v School District of Polk County* (2007).

No reason stated. Eleven of the cases studied did not provide a statement of the causes of adverse employment action. The cause may not ever have been the issue before the bar. For example, in *John Maye v. City of Kannapolis, North Carolina Board of Education* (1994), the school district allowed John Maye's principal employment contract to expire. John sued the school district claiming improper racial reasons and irreparable harm. The issue before the court was would Mr. Maye suffer irreparable harm if the court would not issue an injunction. The cause of the legal action was nonrenewal. The earliest case in this area was *Board of Education*

of *Carroll County v. Carroll County Education Association* (1982). The most recent case in this area was *Nilda Munoz v New York City Board of Education* (2001). This area was the only area where the principal did not win a single decision.

For cause, other, and denial of tenure. There were three different causes that accounted for six cases. The causes are for cause, other, and denial of tenure. Each of the causes had two cases that were litigated. The earliest case among the three causes to be litigated was *Donald Debrow v. Alabama State Tenure Commission* (1984). The most current case among the three causes to be litigated was *Castor School Corporation v. Russell B. Phillips Jr.* (1998). Of the six cases among the three causes, the school board received a favorable ruling in all six.

Best interest of the school district and misappropriation of funds. Two causes had 1 case each of adverse employment action: best interest of the school district and misappropriation of funds. Although there were only two causes, these areas revealed other examples of the principal not winning a decision. The school district won a decision in *Joseph Lyznicki v. Board of Education School District No. 167* (1983). In the case of misappropriation of funds, the case was remanded.

Types of Adverse Employment Action

The second sorting of data from the cases described in Table 5 were types of adverse employment actions. Adverse employment actions related to principals were then grouped in the following five types of adverse employment actions: terminations, transfers, nonrenewals, demotions, and none, as shown in Table 7.

Table 7

Table Related to Types of Adverse Employment Actions

Types of Adverse Employment Actions	Number of Cases
Terminations	40
Nonrenewal	30
Transfers	19
Demotions	10
None	1

Termination. School districts have a wide selection of adverse employment actions they may dispense against problem principals. In this study, the most often type of adverse employment action administered was termination, as shown in Table 7. The earliest case in this area was *Board of Education of Carroll County v. Carroll County Education Association* (1982). The most recent case was *D'Angelo v. School District of Polk County* (2007).

In this study, school boards listed termination as the type of adverse employment action administered 40 times. Of the 40 cases brought to trial, 26 were decided in favor of the school board. The courts decided in favor of the principals in 5 of the cases. The other cases resulted in multiple decisions and were remanded without a clear winner.

Nonrenewal. School districts might choose to allow principals to work through their contracts and not extend it for additional years. This lack of extending a contract after it has completed its initial years is called a nonrenewal. In this study, nonrenewals were used in 30 cases by school boards in this study, as a type of adverse employment action. This is the second most often used type of adverse employment action in this study, as shown in Table 7. The use of nonrenewal as a type of adverse employment action is used by school districts across the nation.

The earliest indicated case in this area was *Charles O. Logan v. Warren County Board of Education* (1982). The most recent case associated with this area was *Martha Sanders v. Leake County School District* (2008). Of the 30 cases in this area, the school board was favored in 20 cases. The principal won one case in this area. The other cases resulted in split decisions and were remanded.

Transfer. Transfer is another type of adverse employment action used by school districts. Transfers were the third largest type of adverse employment action in the study, as shown in Table 7. Transfers were used in 19 cases by school boards in this study.

The data indicated the earliest case brought to trial was *Donald Debrow v. Alabama State Tenure Commission* (1984). The data also indicated the most recent case was *Pasty Finch v. Fort Bend Independent School District* (2003). Of the 19 cases litigated, the school board was successful in 10 of them. Principals won 5 decisions. The remaining cases were split decisions or were remanded.

Demotions. Demotions are sometimes used by school districts as a type of adverse employment action. Demotions were used by school boards in 10 cases in the study, as shown in Table 7. When Eula F. Warfield filed an action against the Board of Commissioners of the City of Indianapolis in 1984, this case became the earliest case brought to trial in this area. In 2006, Ann Painter filed an action against the Campbell County Board of Education and this action became the most recent case litigated in this grouping.

Of the 10 cases litigated, the school board was successful in 7 cases. Principals did not win a single case when this type of adverse employment action was dispensed. The other three cases resulted in split decisions or were remanded.

None. None is listed as the last type of adverse employment action, because the principal resigned and then tried to regain his employment. The school district would not reemploy Warren. One of the cases fell in this area, as shown in Table 7. This case was *William P. Warren v. Buncombe County Board of Education* (1986). The school board was successful in this case.

Categories of adverse employment actions have two categories: causes of adverse employment actions and types of adverse employment actions. Fact patterns of both categories reveal the school boards were successful in a majority of the cases presented. Principals failed in their attempt by a two to one margin. Therefore, school boards can be moderately confident when legal actions are filed.

Cases by Federal Circuit

Another method of analyzing cases related to adverse employment actions against public K-12 principals is to examine cases by federal circuit. Cases were reviewed in every circuit except the 12th Circuit, which is traditionally called the DC Circuit. There were no cases available from the DC Circuit for the time span studied. Examination of cases in this manner provided another analysis of similarities and differences in terms of number of cases and results of cases with emphasis on employee outcome, as shown in Table 8.

Table 8

Cases by Federal Circuit

Cases by Federal Circuit	Number of cases
First Circuit	3
Second Circuit	5
Third Circuit	4
Fourth Circuit	6
Fifth Circuit	16
Sixth Circuit	8
Seventh Circuit	13
Eighth Circuit	22
Ninth Circuit	7
Tenth Circuit	6
Eleventh Circuit	10
D.C. Circuit	0

The First Circuit includes Maine, Massachusetts, New Hampshire, Puerto Rico, and Rhode Island. The First Circuit reviewed three cases, as shown in Table 8. Of the three cases, the school board prevailed in two. The other case was won by the employee. In two of the cases, reduction in force was the reason for adverse employment action and in the other case no reason was cited.

In the one case decided in favor of the employee, Dr. Dennis Littky, in *Dennis Littky v. Winchester School District 129* (1987), served as principal of Thayer High School in Winchester since 1981. The assistant superintendent for the school district recommended plaintiff for renewal of his sixth contract. The school board voted against renewal on the same day as the last day to notify principals of nonrenewal. The plaintiff asked for a written reason and a hearing before the board.

The hearing was set for April 21, 1986. On April 16, 1986, the board gave the plaintiff oral reasons for his nonrenewal. On April 17, 1986, the board voted to rescind the nonrenewal vote and offer the plaintiff a full-time teaching position. The teaching position was in an

elementary school and the salary was \$13,000 less than a principal's salary. The trial court ruled in favor of the plaintiff and the school district appealed.

The court held under New Hampshire procedures the Department of Education included principals in its definition of teacher. The court further reasoned the legislative intent, under the contract provisions, revealed any attempt to dispense with the rights of a teacher or principal pursuant to the statute would be voided.

The Second Circuit contains the following states: Connecticut, New York, and Vermont. Circuit Two reviewed five cases and the school board received a favorable ruling in three of the five. Two cases were in favor of the employee.

In one case ruled in favor of the employee, *Sheila Hurdle v. the Board of Education of the City of New York et al* (2002), the school did not meet state academic standards. The school was given 3 years to meet state standards or the school would be closed or redesigned. If the school was redesigned, the principal may be reassigned. The principal openly spoke out against the plan for school improvement. After 3 years, the improvement was negligible. The plaintiff was reassigned to the district office. The court held plaintiff's statements were a matter of public concern.

The court reasoned the defendants admitted the reassignment was not due to unsatisfactory performance. The plaintiff was treated different from that of other principals similarly situated. These two facts bear out the plaintiff was reassigned because of her speech.

The other case won by the employee was *Joan McManus v. Board of Education of the Hempstead Union Free School District* (195). Joan McManus was a career educator, certified as a school administrator, and had been employed by the school district for 26 years. The plaintiff was appointed as acting middle school principal for a year while a search was conducted. After a

year, the plaintiff was appointed as principal with a 2-year probationary period. When the school board found out the legal probationary period for school principals was 3 years, the board adjusted the probationary period to include 3 years. The plaintiff was notified by letter on July 11, 1991. In May of 1993, the superintendent recommended and the board accepted to not grant the plaintiff tenure. The board subsequently voted to accept the superintendent's recommendation to terminate the plaintiff. The plaintiff sued, alleging she was wrongly denied tenure and wrongly terminated from her employment contract.

The court reasoned under N.Y. Educ. Law §3012(1)(b), principals must serve 3 years probationary period to achieve tenure. The time following the principal's initial appointment is no less time accrued toward reducing the official probationary period. Moreover, the court reasoned the school board could not have extended the probationary period by designating the first year as acting.

Termination was cited three times as adverse employment action, reduction in force cited in one case, and deficient job performance was cited in another.

Delaware, New Jersey, Pennsylvania, and the U.S. Virgin Islands comprise the Third Circuit. In the Third Circuit, three cases were reviewed, as shown in Table 8. Two of the cases were under the issue category of no reason stated for adverse employment action. The third case cited insubordination as the reason for the adverse employment action. In two cases, the school board prevailed and one case was in favor of the employee.

In the case ruled in favor of the employee, *Thomas J. Kirschling v. The Lake Forest School District* (1988), the Lake Forest School Board offered Mr. Kirschling a principal contract. Mr. Kirschling orally accepted the offer. The board sent an employment contract to the employee along with a letter summarizing the agreement. Before the plaintiff signed the contract, the board

learned of unfavorable information concerning the employee and withdrew their offer without giving him the opportunity to present his case to the board.

The Court reasoned the contract sent to Mr. Kirschling was for 2 years. The court also reasoned the superintendent was authorized to sign the contract. The superintendent signed the contract and sent it to Mr. Kirschling. Mr. Kirschling did not need to sign the contract for it to be valid, as Mr. Kirschling orally accepted the contract in a telephone conversation with the superintendent. Additionally, all written materials including Board minutes listed Mr. Kirschling as principal.

The Fourth Circuit includes Maryland, North Carolina, South Carolina, Virginia, and West Virginia. The fourth Circuit reviewed six cases. The school board received a favorable ruling in five of the six cases and the employee prevailed in one case.

Multiple reasons were cited for adverse employment actions: other, no reason stated, ineffective leadership, reduction in force, and termination.

The court ruled in favor of Townshend, an elementary school principal in *Board of Education of the County of Grant v. Patrice Townshend* (1992). The superintendent, by letter, informed Townshend that a significant loss in funding necessitated reorganization. Therefore, she would be recommended for a transfer. The court found that state statute mandated any reduction in force by the board of education must start with central office administrators first, then assistant principals, and then principals.

States in the Fifth Circuit include Louisiana, Mississippi, and Texas. The Fifth Circuit reviewed the second largest number of cases, 16. In all cases, the Fifth Circuit rendered a verdict in favor of the school board. The major reason cited by the school board for adverse employment actions was unprofessional conduct.

Four states, Kentucky, Michigan, Ohio, and Tennessee, make up the Sixth Circuit. The Sixth Circuit rendered decisions in eight cases. Of the eight cases, six were in favor of the school board, one in favor of the employee, and one was a mixed ruling. The school board cited reduction in force, unprofessional conduct, and deficient job performance as the majority of reasons for adverse employment actions.

In Ayers Ratliff v. Wellington Exempted Village School Board (1987), the Sixth Circuit ruled in favor of the employee. The court held a jury could conclude the plaintiff was terminated in retaliation for exercising his U.S. Constitutional Amendment I rights.

Thirteen cases were decided by the Seventh Circuit, which contains three states: Illinois, Indiana, and Wisconsin. Of the 13 cases, the school board prevailed 11 times. In another case, there was a mixed ruling and the employee prevailed in one case. The major reasons for adverse employment actions were insubordination, deficient job performance, and reduction in force.

The employee succeeded in *Board of Education of the City of Chicago v. Carl Van Kast* (1993). The plaintiff allegedly failed to keep and maintain accounting books and records. The Appellate Court of Illinois ruled the board never reprimanded the principal for his lack of management of the accounting and bookkeeping procedures. There was no evidence the principal would not have taken measures to correct the problems had he been warned of the strict compliance that would be enforced against the principal.

Arkansas, Iowa, Minnesota Missouri, Nebraska, North Dakota, and South Dakota are in the Eighth Circuit. The Eighth Circuit decided 22 cases (see Table 8). The number of cases decided by the Eighth Circuit was the largest number of cases by a circuit. Ineffective leadership, unprofessional conduct, insubordination, deficient job performance, and reduction in force were

reasons listed as adverse employment actions. The employee prevailed in five of the 22 cases, and the school board succeeded in 16 of the 22 cases. The last case was a mixed ruling.

The employee prevailed in the following cases, *Bill Lewis v. Harrison School District* (1986), *Ambbia Finley v. Independent School District No. 566* (1985), *Merlin Klein v. Board of Education of Independent School District No. 671* (1993), *Shirley Johnson v. Independent School District No. 281* (1991), and *Vickie Jackson v. Delta Special School District No. 2* 86 F.3d 1489 (1996).

In *Lewis* (1986), the school board dispensed adverse employment action against the plaintiff for unprofessional conduct. The Court of Appeals held the right to free speech is fundamental to the entire democratic system of government. Mr. Humber, the board's chair, along with other board members, needed no legal training to know that Mr. Lewis could not be terminated for exercising that right.

Ambbia Finley (1985) was placed on unrequested leave of absence then transferred to a teacher position. The Court of Appeals held a continuing contract employee has a protected property interest. The employee could only be terminated or demoted under the procedural requirements set out in statute.

Merlin Klein (1993) was placed on unrequested leave of absence then replaced by a less senior person. The Court of Appeals held the school board erred by placing the plaintiff on unrequested leave of absence. It was clear the school board wanted to replace him with a less senior administrator in a newly created position.

Shirley Johnson (1991) received notice of deficiency and probationary job performance. These evaluations were after teachers and staff expressed dissatisfaction with her job performance on two occasions. The Court of Appeals ruled the district published comments were

sufficiently stigmatizing to give rise to a protected liberty interest. The board must grant a hearing to a probationary teacher who is discharged for cause during the period of the contract.

Jackson (1996) applied for the superintendent's position in the school district she had worked in as an elementary principal. Jackson did not get an interview for the position. The district hired Smead as superintendent, who reported to work in July. Before the former superintendent left, he requested Jackson's promotion to principal of all grades, kindergarten through high school.

In early March, Smead recommended to the school board Jackson's termination based on 13 instances of unprofessional conduct, 15 instances of inefficiency, and insubordination by Jackson during the previous year. Jackson was given an opportunity to present her case to the school board but her attorney advised her not to attend because under Arkansas statute only she could initiate the hearing process. In April, the board met and formally discharged Jackson.

The school district offered overwhelming evidence, including Jackson's own admission she exacerbated slanderous, unsubstantiated rumors about the superintendent. Given the plaintiff's actions, the superintendent had no choice but to recommend the termination. The court also held the school district violated ATFDA when Jackson was not granted a hearing upon her request within the 30 days as required by statute. Further, the school district violated Ark. Code Ann. §6-17-1504 when Jackson was not made aware, in writing, that the problem with her performance could lead to termination.

The Ninth Circuit has 12 states: Alaska, Arizona, California, Guam, Hawaii, Idaho, Montana, Nevada, Northern Mariana Islands, Oregon, and Washington. The Ninth Circuit reviewed seven cases (see Table 8). Of the seven cases, five cases were in favor of the school board. The other two cases were settled as one in favor of the employee, and one was a mixed

ruling. Reasons listed as adverse employment actions were ineffective leadership and deficient job performance.

In *Frank Peterson v. Minidoka County School District* (1997), Peterson decided to home school his children. After Peterson would not give the school board more information concerning his decision, the school board decided to transfer him to a teacher position.

The Court of Appeals reasoned the school board's concern regarding Peterson's decision to home school his children did not outweigh Peterson's right to practice his religion. The school board interest was not compelling. Second, the school board interest did not outweigh Peterson's constitutional liberty interest in providing religious education for his children. Third, Peterson had a property right in his position and the school board violated Peterson's due process rights. Peterson's reassignment violated the district's written policy. The defendant school district breached the contract with Peterson and breached the covenants of good faith and fair dealing.

The Tenth Circuit includes Colorado, Kansas, New Mexico Oklahoma, Utah, and Wyoming. The Tenth Circuit examined six cases, as shown in Table 8. The rulings were four cases in favor of the school board, one case ruled in favor of the employee, and one case mixed ruling. Adverse employment actions were decided for the following reasons, reduction in force, ineffective leadership, and unprofessional conduct.

In the case that was ruled in favor of the employee, *Brian T. Schiller v. Nancy Moore and Park City school District* (1994), Brian Schiller was a principal in the school district. Brian Schiller's position was eliminated, when Superintendent Moore reorganized the schools. The superintendent started by transferring, promoting, and demoting some of the principals. The plaintiff's position would be eliminated and the plaintiff transferred to another school as vice principal.

The plaintiff met with the board of education and voiced his opposition to the school district's reorganizational plan. The plaintiff resigned after being placed on probation. The plaintiff filed a complaint alleging First Amendment violations, due process right violations, and state law violations. The district court granted in favor of the defendants. The plaintiff appealed.

The court decided the parties were unable to make a strong showing relative to their interest. All of the arguments posited by the parties were based on facts not developed and remained disputed. The case was reversed and remanded.

The Eleventh Circuit, which includes Alabama, Florida, and Georgia, reviewed 10 cases, as shown in Table 8. Of the 10 cases reviewed, 7 were in favor of the school board and 3 were in favor of the employee.

In *Donald Debrow v. Alabama State Tenure Commission* (1984), the Birmingham City School Board accepted a recommendation of the interim superintendent to deny tenure to Mr. Debrow and transfer him to his former position as area vocational supervisor.

The court reasoned the board could prevent Debrow from attaining tenure as a principal only by cancelling the employment contract during its term. Tenure may not be denied by a vote of the board to transfer to a lesser position during the term of a current contract. The statute permits transfer of a teacher with continuing service status only for a succeeding year.

Kay Hinson, in *Kay Sessoms Hinson, Plaintiff v. Clinch County, Georgia Board of Education* (2000), was the principal of Clinch County High School for 4 years. She was the first female high school principal hired. The plaintiff was transferred because of the board's disappointment with her service and disagreements with her approach to operating and administering the high school.

The plaintiff filed a claim alleging employment discrimination because of her gender under Title VII of the Civil Rights Act of 1964. The defendants filed for summary judgment and the U.S. District Court granted the summary judgment in favor the defendants. The plaintiff appealed the summary judgment for all defendants to the U.S. Court of Appeal for the Eleventh Circuit.

The plaintiff established a prima facie Title VII case, under McDonnell Douglas burden shifting framework. She introduced sufficient evidence for a juror to conclude she was a member of a protected class, qualified for her job, replaced by a man, and suffered an adverse employment action. The evidence was such that a fact finder could infer that the Board's stated reason for transferring the plaintiff was pre-textual.

The Court reasoned that Dr. Hinson's property rights were not in continued employment in the job of her choice. Her continued employment was in whatever capacity the Board chose to use her.

Vivian Hatcher, in Vivian Hatcher, Plaintiff, v. Board of public Education and Orphanage for Bibb County, et al (1987), was a principal in the Macon School District. The Macon School System reorganized the school district by closing six schools. The plaintiff was removed as principal of Duresville Elementary School after being principal for more than 3 years. The plaintiff was assigned the position as media specialist/librarian. Several principalships became available after plaintiff had been reassigned. The defendants selected others with less administrative background to fill those positions. The plaintiff brought suit alleging she was demoted because she engaged in activity protected by the U.S. Constitution and her procedural and substantive due process rights were violated

The court held defendants failed to provide written notice to the plaintiff as to why she was not selected for any of the comparable positions that became available after her reassignment and failed to give the plaintiff an opportunity to rebut those reasons. The Court of Appeals further found plaintiff procedural due process rights were violated.

Claims by Principals

When school districts administer adverse employment actions against principals, principals normally file some type of legal action claiming the school district violated their rights. This section is an examination of claims made by principals against school districts. The claims are related to adverse employment actions against principals in the performance of their duties. This section examines principals' claims over the time period of 1982 through 2009.

In order to determine fact patterns, cases were separated into the following claims made by principals because of adverse employment action: Due process, arbitrary and capricious actions, violation of free speech, breach of contract, gender discrimination, age discrimination, racial discrimination, reduction in force, violation of religious freedom, violation of privacy rights, violation of board policy, and irreparable harm (see Table 9).

Table 9

Claims by Principals in Defense of Adverse Employment Actions

Claims by Principals	Number of Claims
Violation of due process	52
Violation of free speech	15
Arbitrary and capricious	10
Breach of contract	8
Gender discrimination	6
Age discrimination	2
Racial discrimination	1
Defamation	1
Reduction-in-force	1
Violation of religious freedom	1
Violation of privacy rights	1
Violation of board policy	1
Irreparable harm	1

Due Process

Of the 100 cases examined, 52 cases had principals claiming violation of due process, as shown in Table 9. This was the largest claim principals brought against school districts. The courts may determine these types of violations would negate adverse employment actions.

The first cases in this study brought to trial in this area were *Charles O. Logan v. Warren County Board of Education* (1982) and *Board of Education of Carroll County v. Carroll County Education Association* (1982). The most recent case was *Henry Simpson v. Holmes County Board of Education* (2009).

The courts ruled in favor of the school district in a majority of the cases because all state and federal procedures were followed. Of the 52 cases in this area, the courts ruled in favor of the school board in 36 of the cases. The principal won one ruling and the other rulings were split decisions.

Free Speech

Free speech violations was the second largest group of claims made against school districts by principals (see Table 9). There were 15 claims of free speech violations by principals. The earliest case in this area to go to trial was *Bill Lewis v. Harrison School District* (1986). The latest case brought to trial was *Martha Sanders v. Leake County School District* (2008).

Of the 15 cases, the courts ruled in favor of the school board 8 times, because principals' exercise of free speech was not protected speech. Principals won 3 of the cases because of protected speech. The other cases were split decisions.

Free speech for public school employees has been developing over the years. The Supreme Court has made four significant rulings regarding free speech for teachers. For instance, the landmark case, *Pickering v. Board of Education* (1968), recognized teachers' rights to speech on public issues. However, their speech must be balanced with the school district right to provide educational services, called the balancing rule.

A significant decision was made in *Connick v. Myers* (1983), which narrowed the free expression to matters of public concern for the speech to be protected, called the *Connick Test*. The ruling in *Mt. Healthy School District v. Doyle* (1977) gave school districts the right to proceed with adverse employment action if the school district could show that it would have introduced the adverse employment action independent of the employee's free speech. The most recent case, *Garcetti v. Ceballos* (2006), further narrowed teachers' right to speak. When government employees, including teachers and principals, speak to fulfill aspects of their duties, it is not protected speech.

Arbitrary and Capricious

The lack of a rational nexus between the facts found and the decisions made by school boards will cause principals to initiate legal actions. Principals have complained school boards abuse their authority when dispensing adverse employment actions. Of the 100 cases, 10 of them resulted in principals claiming the school board decisions were arbitrary and capricious, as shown in Table 9.

When the principals, in *Debrow v. Alabama State Tenure Commission* (1984) and *Oslund v. Independent School District No.47* (1984) claimed their principal contract cancellations were arbitrary and capricious, these cases became the first cases brought to trial in this area. A current case in this area was *Board of Trustees of the Jackson Public School District v. Bishop Earl Knox* (1997). Of the 10 cases in this area, school districts won a majority of the cases (9). The reason the courts ruled in favor of the school district was because the principals never presented sufficient evidence that the adverse employment action was made for the reasons they alleged.

Breach of Contract

Breach of contract accounted for eight of the claims made by principals, as shown in Table 9. Principals alleged school districts did not comply with the contract as written when adverse employment action was dispensed, which prompted legal action. Most of these cases were brought to trial between 1987, *Paul Chambers v. Central School District Board of Green County*, and 2003, *Pasty Finch v. Fort Bend Independent School District*.

Of the eight cases, the school board received a favorable ruling in five. The court ruled in favor of the principal in one case. The other cases were split decisions. The reason the school

board received a majority of the rulings is the principals could not present evidence of the violation. When the principals presented evidence of the violation, the weight of the evidence was not overwhelming so as to create an actionable violation.

Gender Discrimination

Gender discrimination was claimed in six of the cases, as shown in Table 9. Principals alleged school districts treated them differently than similarly situated principals. The allegations were brought to trial between 1992, in *Dr. Charles Keenan v. Board of Education for the City of Chicago* and 2005, in *Lynn Reed v. Rolla 31 Public School District*. Keenan was the only male to bring charges of gender discrimination, and his attempt failed.

A judgment was rendered in all six of the cases in this area. The school board prevailed in four of the six cases. The other cases were split decisions. This is the only area where principals did not win a decision. The school district prevailed in the majority because principals could not demonstrate they were treated differently than other similarly situated principals in the district.

Age Discrimination

Age discrimination was claimed in two cases (see Table 9). Principals asserted they were discriminated against because of their age. The allegations were brought to trial in 1995. Aubrey Ray, in *Aubrey Ray v. Iuka Special Municipal Separate School District, Tishomingo County Special Municipal School District*, filed a complaint against the Iuka Special Municipal Separate School District. A year earlier, in *Marie F. Arney v. Charles W. Campbell and the Simpson County Board of Education*, Marie F. Arney filed an age-discrimination complaint against the Simpson County Board of Education.

In both situations, the principal failed to gain a favorable decision. In the *Ray* case, the school board was victorious. When the court reviewed the *Ray* case, the court rendered a split decision. The court ruled in favor of the school board because age did not play a role in the nonrenewal of the principal and because the school district followed the reduction in force policy.

Various Claims

There were seven different claims made by principals in seven different cases: racial discrimination, defamation, reduction in force, religious freedom, board policy, and irreparable harm.

The initial case filed was Frances Winfrey's, in *Frances Winfrey, Dr. v. The School Board of Dade County, Florida*. Dr. Winfrey brought charges of racial discrimination against the School Board of Dade County in 1995. The case involved a transfer and the courts remanded. The most recent case among the seven was a claim of violation of religious freedom in 1997. Frank Peterson, in *Frank Peterson; Priscilla Peterson, husband and wife, Plaintiffs v. Minidoka County School District No. 331*, alleged the Minidoka County School District violated his freedom of religion because he wanted to home school his children. The courts agreed with him.

As with the preceding situations, the school board won a majority of the decisions. The courts decided in favor of the school board in four the seven situations. Principals received two of the favorable decisions and one decision was remanded. The reasons the school board prevailed were the principals' claims were deemed to be faulty or the facts of the case did not substantiate the allegations.

Outcomes of Court Decisions

Federal, state, and local courts handed down decisions in all cases contained in this research. The majority of the rulings were in favor of the school board, as shown in Table 10. Of the 100 cases studied, 79 of the rulings were in favor of the school board (see Table 10). The courts ruled in favor of the employee in 17 of the cases. The other rulings by the courts were mixed and accounted for 4 of the cases.

Table 10

Outcomes of Court Decisions

Outcome by Decisions	Number of outcomes
School Board	79
Employees	17
Mixed	4

With respect to outcomes, the courts' ruling in favor of the school board spanned all cases. In cases involving deficient job performance, the courts ruled in favor of the school board in 22 of the 79 cases. Ineffective leadership received a favorable ruling for the school board in 14 of the 79 cases. The courts ruled in favor of the school board in 11 of the 79 cases involving unprofessional conduct.

In situations involving reduction-in-force, the courts ruled in favor of the school board in 8 of the 79 cases. The courts ruled in favor of the school board in 10 of the 79 cases involving insubordination. In situations where cases did not provide a statement of the causes of adverse employment action, the courts ruled in favor of the school board in 7 of the 79 cases. In cases involving termination for cause, best interest of the school district, misappropriation of funds,

and others, there were a total of six cases before the courts. The courts ruled in favor of the school board in all six cases.

However, in some cases involving deficient job performance, ineffective leadership, unprofessional conduct, reduction in force, insubordination, denial of tenure, and no reason stated, the court delivered favorable rulings for principals. The courts ruled in favor of the principals in 17 of the cases (see Table 10).

In 4 of the 17 cases containing deficient job performance, principals were granted a favorable ruling. In 1 of the 17 cases connected with ineffective leadership, the courts ruled in favor of the principal and in 1 of the 17 cases involving unprofessional conduct. Principals gained 6 favorable rulings in 17 cases involving reduction in force. The court ruled in favor of the principal in 1 of the 17 cases involving insubordination. In 1 case of denial of tenure, the court ruled in favor of the principal. In 2 cases where there were no reason stated, the court ruled in favor of the principals.

Sometimes, the courts will issue rulings that are mixed. Mixed rulings are verdicts that support or affirm a lower court decision, but the courts will reverse or deny part of a lower court ruling. For example, in *Spurlock v. Board of Trustees Carbon County School District No. 1* (1985) the school board decided to discharge Spurlock from his principal position and terminate his employment contract. The district court upheld the school board's decision. The Supreme Court of Wyoming upheld the decision to discharge Spurlock from his principal's position but denied the termination of his employment contract. Spurlock was tenured as a classroom teacher.

In four cases the court issued a mixed ruling. Two of the four rulings involving mixed decisions were in the area of deficient job performance. One case in four involving mixed

decisions was in a case that did not state a reason for the litigation. The final case involving mixed ruling was in the area of ineffective leadership.

CHAPTER 5

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

Introduction

The purpose of this research was to examine adverse employment actions against public school principals to determine fact patterns, outcomes, and trends in those cases, and to develop principles to advise district-level administrators. The time period used for this research was 1982-2009. This particular time period ensured a substantial number of cases for comparison, to ferret out fact patterns, trends, and outcomes. In particular, the research examined 100 court cases from 1982 to 2009 that were briefed and analyzed to answer the research questions.

Therefore, this chapter includes the following: a summary of the research relative to the research questions, conclusions based on analyses of the 100 court cases, and recommendations for future study in this area.

Response to Research Questions

The research questions that guided this study were as follows:

1. What are the fact patterns in court cases involving adverse employment actions against public K-12 school principals?

To determine fact patterns contained in the cases studied, each case was analyzed and grouped into categories. Categories were then grouped to establish the fact patterns. The fact patterns ascertained from this study were grouped into causes and types of adverse employment

actions. The causes of adverse employment actions included the following: deficient job performance, ineffective leadership, unprofessional conduct, reduction in force, no reasons stated, insubordination, denial of tenure, for cause, best interest of the school district, misappropriation of funds, and other. The type of adverse employment actions included the following: terminations, non-renewals, transfers, demotions, and none. Each of these has been addressed by the courts, which rendered a decision. The cases facing the courts involved claims by the plaintiff principals that the adverse employment actions against them were associated with violation of freedom of speech or religion, failure to provide due process, arbitrary and capricious actions, breach of contract, discrimination, defamation, reduction in force, violation of privacy rights, board policy violation, or irreparable harm.

2. What are the outcomes of court cases involving adverse employment actions against public K-12 school principals?

Outcomes from the study reveal the courts appear to generally support school boards in their attempts to deal with problem principals. The majority of the rulings were in favor of the school board, with the school board receiving a clear judgment in its favor in 79 of the 100 cases. Employees prevailed in only 17 of the 100 cases. Mixed decisions handed down by the courts accounted for four of the cases. Mixed decisions are those in which there are no clear winners. Mixed decisions occur when there is more than one claim before the court and the court rules in favor of one party on one claim and on the other part in second claim.

These cases spanned the 27 years involved in the study. The courts have decided in favor of the school board most of the time when cases come before it involving causes of adverse employment actions, deficient job performance, unprofessional conduct, ineffective leadership,

no stated reason, reduction in force insubordination, denial of tenure, other, cause, best interest of the school district, and misappropriation of funds.

The courts have been equally clear when dealing with cases involving types of adverse employment actions: terminations, non-renewals, transfers, demotions, and none. The courts have decided in favor of the school board in a majority of these cases.

Outcomes by Federal Circuits reveal a continuation of rulings in favor of the school board. The First Circuit reviewed three cases, as shown in Table 8. Of the three cases, the school board prevailed in two cases. The other case was won by the employee.

The second Circuit reviewed five cases and the school board received a favorable ruling in three of the five. Two cases were in favor of the employee.

In the Third Circuit, three cases were reviewed. In two cases the school board prevailed, and one case was in favor of the employee.

The Fourth Circuit reviewed six cases. The school board received a favorable ruling in five of the six cases and the employee prevailed in one case.

The Fifth Circuit reviewed the second largest number of cases, 16. In all cases, the Fifth Circuit rendered a verdict in favor of the school board. The Fifth Circuit did not rule in favor of the employee.

The Sixth Circuit rendered decisions in eight cases. Of the eight cases, six were in favor of the school board, one in favor of the employee, one was a mixed ruling.

Thirteen cases were decided by the Seventh Circuit, which contains three states: Illinois, Indiana, and Wisconsin. Of the 13 cases, the school board prevailed in 11 cases, another case was a mixed ruling and the employee prevailed in one case.

The Eighth Circuit decided 22 cases; employees prevailed in 5 of the 22 cases. The school board succeeded in 16 of the 22 cases, and another case was a mixed ruling.

The Ninth Circuit reviewed seven cases. Of the seven cases, five were in favor of the school board. Two cases were decided in favor of the employee and one case was a mixed ruling.

The Tenth Circuit did not decide a case in favor of an employee. The rulings were four cases in favor of the school board, one case in favor of the employee, and one case was a mixed ruling.

In the Eleventh Circuit, of the 10 cases reviewed, 7 were in favor of the school board, and 3 were in favor of the employee.

The overall outcome is the courts will rule in favor of the school board in most instances. However when the school board does not follow policies, procedures, and statutes, the courts have been very reluctant to rule in the schools board's favor.

3. What are the trends of court cases involving adverse employment actions against public K-12 school principals?

The courts made a decision in each of the 100 cases litigated. Of the 100 cases decided by the courts, 79 of the decisions were in favor of the school board. The courts ruled in favor of the principal in only 17 of the 100 cases.

In the courts' rulings, mixed decisions represented 4 of the 100 cases. Two of the four cases involved deficient job performance, and one case involved ineffective leadership. With respect to cases litigated with "no reason stated," the courts delivered one ruling that was mixed.

With respect to trends as they relate to the Federal circuits, each circuit ruled in favor of the school board in a majority of the cases. The trend on favor of the school board started with the First Circuit. The school board prevailed in a majority of cases. Principals received a

favorable ruling in one case each before the First Circuit and Tenth Circuit. In fact, principals failed to secure a total majority of decisions from any circuit for the cases reviewed.

4. What principles for central administrators must be discerned from court cases involving adverse employment actions against public K-12 school principals?

The following principles for central administrators were discerned from a study of adverse employment actions against principals.

1. Central office administrators should conference with the principal in an effort to ensure the principal is aware of the allegations. Next, a detailed investigation should be conducted to determine if the allegations are legitimate. Central office administrator should meet with all persons involved including witnesses and obtaining written statements, if possible (*Lawrence Terry v. Don Woods and Racine Unified School District*, 1992).

2. Central office administrators must not submit to internal pressure or equivocate when principals' actions require adverse employment action. (*James Weldon Hicks v. Lamar Consolidated Independent School District*, 1997).

3. Central office administrators should ensure the principal is given an opportunity to receive due process, including the right to respond to the charges (*Lawrence Head v. Chicago School Reform Board of Trustees*, 2000).

4. Central office administrators should provide an appropriate hearing and a written notification of the appeal process along with any other school board policies, state and federal statutes, as a necessary and prudent step (*Carol McCormack v. Maplewood Richmond Heights School District Board of Education*, 1996).

5. If the issue involves performance, central office administrators must show the principal was notified of the poor performance (*Glenn Higginbotham v Junction City School District*, 1998).

6. The central-level administrators must also show an action plan to help the principal improve. The plan needs to show several attempts to remediate the principal (*Board of Education of the City of Chicago v. Carl Van Kast, Illinois State Board of Education*, 1993; *Melvin Franklin v. Board of Directors, School District of Kansas City, Missouri*, 1989;).

7. Central office administrators should always alert the school board attorney early in the process of adverse employment action against principals. If notified early, the school board attorney can assist in guiding administrators through the process and minimize the likelihood of court proceedings stemming from missteps in procedures (*Harvey D. Hurtt v. School District No. 29*, 1986).

8. Central office administrators should become familiar with federal and state statutes before administering adverse employment actions. Familiarity with federal and state statutes provides the breadth and depth of actions to be taken (*Merlin Klein, v. Board of Education of Independent School District No. 671*, 1993).

9. Central office administrators must determine school board policies and procedures before administering adverse employment actions against principals. Knowledge of school board policies and procedures provides for the administration of adverse employment action and action steps (*Ambbia Finley v. Independent School District No. 566*, 1985).

10. Central office administrators must treat all similarly-situated principals in the same manner in terms of gender, and methods used (*Lynn Reed v. Rolla 31 Public School District et*

al., 2005; *Kay Sessoms Hinson, Plaintiff v. Clinch County, Georgia Board of Education; the superintendent of schools for Clinch County, Georgia; et al, Defendants*, 2000).

11. Central office administrators must complete an exhaustive background check of principals before submitting to the school board for hire. If deficiencies surface after the school board has approved a principal for hire, rescinding an employment offer after the fact may lead to a long and costly legal battle (*Thomas J. Kirschling v. The Lake Forest School District*, 1988).

12. Central office administrators should examine all procedures for transferring a principal regarding reduction in force. The “bumping” procedures may give the principal certain rights even though financial funding is the reason for the transfer (*Board of Education of Grant County v. Patricia Townshend*, 1992).

13. Superintendents and district-level administrator must not retaliate against principals for exercising their right to publicly speak on behalf of the school they lead. The courts decided principals have a right to speak on matters addressing public concern (*Bill Lewis, Ed.D., Judy Lewis, v. Harrison School District No.1; No.1805*, 1986 ; *Sheila Hurdle v. the Board of Education of the City of New York et al.*, 2002). However, when principals are speaking as part of their job, the speech is not protected (*Michael L. D’Angelo v. School District of Polk County, Florida*, 2007).

Discussion and Conclusions

The role of the principal has evolved over time as the demands on the principal’s time continued to grow. As the number of roles of the principal increased and the focus of the position has become more diffused, adverse employment actions against the principal have increased.

The data indicated that the number of cases litigated between 2000 and 2009 decreased compared to the number of cases litigated the previous 18 years. The decrease could be due to the increase in the number of principals serving under a contract. Therefore, principals may be unwilling to take unnecessary risks, which would jeopardize their opportunity of obtaining a new contract. Another reason for the decline in the number of cases litigated could have been the increase in the quality of professional preparation. School districts may have contributed to the decline in the number of cases litigated through ongoing professional development.

There are fewer school districts and schools are getting larger. However, the role of the principal gets narrower. This study indicates the role is broader and the principal becomes the target. Current leadership roles force principals to organize stakeholders within the school environment to take on some of the decision making through shared decision making or distributing leadership. The principal may delegate the authority to make decisions but ultimately responsibility for those decisions rest with the principal.

Therefore, when school districts become larger, district level administrators' roles may include investigating problem principals. District level administrators may create some type of plan of action to remediate the principal before presenting the problem to the superintendent. On the other hand, small school districts may not have a large number of central office administrators to buffer the superintendent. In these small school districts, the superintendent and the district level administrators may be involved in the initial investigation.

Therefore, when district-level administrators are faced with a myriad of issues on a daily basis, one of their main objectives is to ensure all schools provide a safe learning environment conducive to a high level of academic expectations. Providing an environment with high

expectations requires a principal to guide the school through a myriad of daily events and problems.

At some point personnel issues will occur, and the principal may be the subject of the issues. When personnel issues occur relating to principals, these issues may increase the likelihood of adverse employment actions. These issues cannot be swept aside or placed in a file for a more opportune time.

When district-level administrators are faced with principals who present issues that reach to the level of adverse employment actions, they must not acquiesce to the internal pressure, equivocate, or stall. How district-level administrators handle these issues determines the legal results. Matthews (2002) estimated one-third of all principals leave their positions involuntarily. In this study, 99 of 100 principals left their position involuntarily. Matthews further concluded that 50% percent of superintendents' adverse employment actions to remove principals from office were dismissals or transfers to other administrative positions. In this study, termination was the adverse employment action of choice by superintendents in 40 out of 100 cases.

From 1982 to 2009, the courts have decided on many cases related to adverse employment actions against principals. The research reveals school systems have been very successful when legally challenged for decisions related to adverse employment actions. By all accounts, school systems are successful on a two to one basis.

However, the research also reveals there is a level of actions in which the courts have ruled against school systems. The courts will generally rule in favor of principals when school systems deny principals due process, fail to follow school board policies, and violate state or federal statutes.

Therefore, district-level administrators must be careful when dispensing adverse employment actions against principals. Proper procedures for adverse employment actions must be followed in order to not violate the principals' due process rights. To avoid giving the court an opportunity to overturn, consultation with the school board attorney at the outset is a wise decision.

District-level administrators are coming under increasing pressure to improve schools through the selection of principals. District-level administrators must continue to refine the process of not only selecting principals but also administering adverse employment actions. Administering adverse employment actions may be the cause of legal actions; therefore, district-level administrators must be cognizant of the legal ramifications school district may incur when dispensing adverse employment actions.

Recommendation for Further Study

Based on the findings and conclusions in this study, the following recommendations are made:

1. Statutes, policies, and procedures change over time; therefore, this study needs to be repeated in 10 years.
2. Additional study regarding due process for principals under contract should be done.
3. Additional study examining individual causes for adverse employment actions should be conducted.
4. Additional study should be conducted to examine individual types of adverse employment actions.

5. Additional study should be conducted to examine Federal Circuit decisions regarding adverse employment actions in other employment categories besides principals.

REFERENCES

- National Association of Secondary School Principals. (1973, September). The legal status of the principal: A legal memorandum. *National Association of Secondary School Principals*, 1-4.
- Alabama State Tenure Commission, et al. v. Elmore County Board of Education. 657 So. 2d 1120 (Ala. Civ. App. 1994).
- Alabama Tenure Commission v. Shelby County Board of Education 474 So. 2d 723; 1985 Ala. Civ. App.
- Amite County School District v. Charles W. Floyd, 2005.
- Arney v. Charles W. Campbell and The Simpson County Board of Education. 856 F. Supp. 1203; 1994 U.S. Dist.
- Axelsen v. Hillsboro Union High School District. 898 F.Supp.719;1995 U.S. Dist.
- Beal v. Board of Education Laclede County School District 637 S.W. 2d 309 (1989 Mo. App.).
- Beckham, J. (1983). Critical elements of the employment relationship. Chapter 1 in legal issues in public employmen. Joseph Beckham and Perry A. Zirkel Editors. *Phi Delta Kappa*, 1-21.
- Black, H. (1999). *Black's law dictionary* (7th ed). St Paul, MN: West.
- Board of Education of Carroll County v. Carroll County Education Association, 1982
- Board of Education of the City of Chicago v. Carl Van Kast 1993
- Board of Education of the County of Grant v. Patricia Townshend, 1992
- Board of Trustees of the Jackson Public School District v. Bishop Earl Knox, 1997
- Bradshaw v. Pittsburg Independent School District, et al. 207 F.3d, 814, 2000.
- Buchanan v. Little Rock School District of Pulaski County, Arkansas. 84 F. 3d 1035(1996).
- Buckner, K. (2000). Tenure and employment contracts: Evolving standards for principals. *National Association of Secondary School Principals--Legal Memorandum*, Fall, 10-25.
- Castor School Corporation v. Russell B. Phillips. Jr 689 N.E.2d 1294(Ind. App.1998).

- Chaika, G. (2006). The principles of principal assessment. *Education World*, 1-4. Retrieved from <http://www.educationworld.com>.
- Paul Chambers v. Central School District School Board of Greene County. 514 N.E.2d 1294 (Ind. App. 1987).
- Christensen v. Kingston School Committee; Gordon L. Noseworthy, Superintendent 360 f.Supp.2d 212; (2005 U.S. Dist).
- Clinton v. Wake County Board of Education 108 N.C. App.616; 424 S.E. 2d 691; 1993 N.C. App.
- Creswell, J. W. (2007). *Qualitative inquiry and research design: Choosing among five approaches*. Thousand Oaks, CA: Sage.
- Cole v. Ruidoso Municipal Schools. 947 F. 2d 903; 1991 U.S. App.
- Connick v. Myers, 461 U.S. 138, 103 S. Ct. 1684, 75 L. Ed. 2d 708, 1983 U.S.
- Cooper v. Williamson County Board of Education 803 S.W. 2d 2000.
- Cunningham v. Yellowstone Public School District No. 14, 1984.
- D'Angelo v. School District of Polk County, Florida; 497 F.3d 1203, 2007 U.S. App.
- Daury, et al v. Charles Smith, et al. 842 F.2d 9.
- Davis, S. H. (1997). The principal's paradox: Remaining secure in a precarious position. *The National Association of Secondary School Principals*, 81, 73-80.
- Deal, T. E., & Peterson, K. D. (1999). *Shaping school culture: The heart of leadership*. San Francisco: Jossey Bass.
- Debrow v. Alabama State Tenure Commission. 474 So. 2d 99(Ala.Civ. App., 1984).
- Doob, H. S. (1974). *Tenure and contracts for administrators*. Arlington, VA: Educational Reserach Service.
- Engelberg v. Hull – Daisetta Independent School District 848 F. Supp. 90; 1994 U.S. Dist.
- Everson v. Board of Education of the School District of the City of Highland Park, the Highland Park School Board. 123 Fed. Appx.221; (2005) U.S. App.).
- Ehorn v. Board of Education of Robinson Community Unit School District No. 2. 548 Ill. App. 3d 695; 618 N.E. 2d 1149; 1993 Ill App.
- Finch v. Fort Bend Independent School District, et al 333 F. #d 555; 2003 U.S. App.
- Finley v. Independent School District No. 566. 359 N.W. 2d 749; 1985 Minn. App.

- Fisher v. Independent School District No.622. 357 N.W. 2d 152; 1984 Minn. App.
- Fisher v. Wellington Exempted Village Schools Board of Education. 223 F. Supp.2d 833; 2001 U.S. Dist.
- Fleming, T. (1978). Teacher dismissal for cause: Public and private morality. *Journal of Law and Education*, 7(3), 423-430.
- Franklin v. Board of Directors, School District of Kansas City, Missouri. 772 S.W. 2d 873 (1989 Mo .App.).
- Ford v. Holly Springs School District 665 So.2d 840 1995 Miss.
- Garcetti v. Ceballos, 547 U.S. 410. 2006.
- Gill, R. (2006). *Theory and practice of leadership*. Thousand Oaks: Sage.
- Gluckman, I., & Koerner, T. (1990, March). Administrator tenure statutes and other legislative protection of position. *National Association of Secondary School Principals*, Spring, 1-5.
- Gronn, P. (2002). Distributed leadership as a unit of analysis. *The Leadership Quarterly*, 13, 4 423-451.
- Harris v. Detroit Public Schools. 245 Fed. App. 437. 2007 U.S. App.
- Harris Sr. v. Canton Separate Public School Board of Education, 655 So.2d 898, 1995 Miss.
- Harris v. School District of Philadelphia. 155 Pa. Commw.169; 624 A.2d 784; 1993 Pa. Commw.
- Harrison v. Racine Unified School District, et al. 272 F. 3d 964;2001 U.S. App.
- Hatcher, Plaintiff, v. Board of public Education and Orphanage for Bibb County, et al., Defendants (809 F.2d 1546 U.S. App. 1987).
- Head v. Chicago School Reform Board of Trustees, 255 F.3d 794; 200 U.S. App.
- Higginbotham v Junction City School District. 332 Ark. 556; 966 S.W. 2d 877; 1998 Ark.
- Hinson, Plaintiff v. Clinch County, Georgia Board of Education; the superintendent of schools for Clinch County, Georgia; et al, Defendants 213 F.3d 821 (U.S .App. 2000).
- Heck, R. H. (2000). Examining the impact of school quality on school outcomes and improvement: A value-added approach. *Educational Administrative Quarterly*, 36, 513-552.
- Hendrie, C. (1997, October 22). Crew seeks an end to tenure for principals. *Education Week*, p. 1.

- Hopkins, G. (2007, February 11). Tenure or a higher salary--Which would you take? *Education World*, pp. 1-3.
- Howard v. Columbia Public School District. 363 F.3d 797, 149 Lab. Cas. P 59,856, 2004.
- Housley v. Panola Consolidated School District, et al. 656 F. Supp. 1087(1987, U.S. Dist).
- Hoy, W. K., Gage, C. Q., & Tarter, C. J. (2006). School mindfulness and faculty trust: Necessary conditions for each other. *Educational Administration Quarterly*, 42, 236-255.
- Hoy, W. K., & Miskel, C. G. (2005). *Educational administration: Theory, reserach, and practice*. Boston: McGraw-Hill.
- Hoy, W. K., Tarter, J. C., & Hoy, A. W. (2006). Academic optimism of schools: A force for student achievement. *American Educational Research Journal*, 43, 425-446.
- Hoy, W. K., & Woolfolk, A. E. (1993). Teacher's sense of efficacy and the organizational health of schools. *The Elementary School Journal*, 93, 355-372.
- Hurdle v. the Board of Education of the City of New York et al. 2002 U.S. Dist.
- Hurt v. School District No. 29. 222 Mont. 415; 723 P. 2d 205; 1986 Mont.
- Inman v. Reorganized School District No. 11 of Hayti Missouri et al 845 S.W.2d 688 (1993 Mo. App.).
- Jackson v. Delta Special School District No. 2 86 F.3d 1489; 1996.
- Jefferson v. Compton Unified School District et al. 14 Cal. App. 4th 32; 17 Cal rptr. 2d 474;(Court of Appeal of California, 1993).
- Jones v. Sully Buttes Schools 340 N.W. 2d 697; 1983.
- Johnson v. Independent School District No. 281. 479 N.W.2d 392; 1991 Minn. App.
- Journal, E. S. (1929). Power to suspend school officials. *The Elementary School Journal*, 25, 322-324.
- Kafka, J. (2009). The principalship in historical perspective. *Peabody Journal of Education*, 84, 318-330.
- Kersten, T. (2006). Teacher tenure. *Planning and Changing*, 37, 235-241.
- Kirschling v. The Lake Forest School District, 687 F. Supp. 927 (U.S. Dist, Delaware, 1988).
- Klein, v. Board of Education of Independent School District No. 671, Hills-Beaver Creek, Minnesota. 497 N.W. 2d 620 (1993 Minn. App.).
- Kunth, R (2004). The negative use of power. *Principal Leadership-Middle Level*, 5, 44-50.

- Lapinski v. The Board of Education of the Brandywine School District; 163 Fed. Appx. 157 (U.S. App.).
- Leithwood, K. A. (1992). The move toward transformational leadership. *Educational Leadership*, 49, 8-12.
- Lewis, E. D., Judy Lewis, v. Harrison School District No.1; No.1805 F.2d 310.
- Lee-Warren v. School Board of Cumberland County 792 F. Supp.472; 1991 U.S. Dist.
- Littky v. Winchester School District 129 N.H. 626; 529 A. 2d 399; 1987 N.H.
- Lohman, J. (2002). *Teacher tenure law*. Hartford. Office of Legislative Report. Reserach Report 2002-R-0469,1-4.
- Long v. St Francois County School District 670 S.W.2d 116; 1984 Mo. App.
- Lyznicki v. Board of Education School District 167, Cook County, Illinois, et al. (707 F. 2d 949. U.S. App 1983).
- Marzano, R. J., Waters, T., & McNulty, B. A. (2005). *School leadership that works: From research to results*. Alexandria, VA: ASCD Publication.
- Matthews, D. (2002). Why principals fail and what we can learn from it. *Principal*, 82, 38-40.
- Mauzy, Jr. v. Mexico School District No.59, et al. 878 F. Supp. 153 (1995 U.S. Dist).
- Maye v. City of Kannapolis North Carolina Board of Education et.al. 872. F. Supp.246 1994 U.S. Dist.
- McCarthy, M. M., McCabe-Cambron, N. H., & Thomas, S. B. (1998). *Public school law*. Needham Heights, MA: Allyn & Bacon.
- McCormack v. Maplewood Richmond Heights School District Board of Education 935 S.W.2d 703; 1996 Mo. App.
- McManus v. Board of Education of the Hempstead Union Free School District, 87 N.Y. 2d 183; 661 N.E2d 984 638 N.Y.S.2d 411; 1995 N.Y.
- Meadows v. School District U-46, counties of Kane, DuPage and Cook;41 Ill. App/ 3d 335; 490 N.E. 2d 140; 986 Ill. App.
- Merriam, S. B. (1998). Qualitative research and case study application in education. In S. B. Merriam, *Qualitative reserach and case study application in education* (pp. 3-25). San Francisco: Jossey-Bass.
- Murphy, J. (1998). Preparation for the school principalship: Tthe United States' story. *School Leadership & Management*, 18, 359-372.

- Murray, K. T., & Murray, B. A. (1999). The administrative contract: Implications for reform. *NASSP Bulletin*, 83, 33-38.
- Mt. Healthy City School District v. Doyle, 429, U.S. 274, 1997.
- Munoz v. New York City Board of Education, 2001 NY Slip Op 40286U; 2001 N.Y. Misc.
- Nissman v. Board of Education of the Township of Long Beach Island 272 N. J. Supper. 373; 640 A. 2d 293; 1994 N.J.
- Nordhagen v. Hot Springs School District No. 23-2 474 N.W. 2d 510; 1991 S.D.
- O'Bannon v. Chicago Board of Education 2001 U.S. Dist.
- Odegaard v. Everett School District 115 Wn. 2d 323; 797 P.2d 1152; 1990 Wash.
- Opdahl v. Zeeland Public School District No. 4 512 N.W. 2d 444; 1994 N.D.
- Ostlund v. Independent School District No. 47. 354 N.W. 2d 492; 1984 Minn. App.
- Owens-Catchings, B. (2000). *Causes of dismissal for public school principals* (Doctoral dissertation). The University of Alabama at Birmingham. Birmingham, Alabama. United States: Retrieved from AAT 9976840 Full Text July 21. 2009.
- Paige, R., Sclafani, S., & Jimenez, M. J. (1998). Performance contracts for principals. *The School Administrator*, 55, 1-3.
- Painter v. Campbell County board of education and Roger Brady, Superintendent. 417 F. Supp.2d 854 (2006 U.S. Dist.).
- Patton, M. Q. (2002). *Qualitative reserach and evaluation methods*. Thousand Oaks: Sage.
- Pickering v. Board of Education, 391 U.S. 563, 1968.
- Peterson and Peterson v. Minidoka County School District No. 331, a Body Corporate and Politic of the State of Idaho, 118 F .3d 1351(U.S. C.A.9.1997).
- Peterson v. Unified School District No.418 724 F. Supp. 829 (U.S. Dist 1989).
- Philbrick, J. D. (1885). *Circulars of information of the Bureau of Education: City school systems in the United States*. Washington, DC: Government Printing Office.
- Pierce and Pierce v. Unified School District, No.386. 726 F. Supp. (1989. U.S. Dist).
- Pierson, M., & Bennet, R. (1991). The bill of rights for the school principal: The employment contract. *National Organization on Legal Problem of Education* (pp. 1-20). Orlando, FL: ERIC Document Reproduction Number 400627.
- Rabon v. Bryan County Board of Education; 173 Ga. App.507; 326 S.E. 2d 577; 1985 Ga. App.

Ratliff v. Wellington Exempted Village Schools Board of Education. 820 F.2d 792; 1987 U.S. App.

Ray v. Birmingham City Board of Education; 845 F. 2d 281 (U.S. App.1988).

Ray v. Iuka Special Municipal Separate School District.

Reed v. Rolla 31 Public School District et al. 374 F. Supp. 2d 787 (2005 U.S. Dist).

Sacken, D. M. (1996). Sad stories of the death of kings: Demotions and dismissals of administrators. *Journal of Law and Education*, 25, 419-439.

Sanders v. Leake County School District. 546 F. Supp. 2d 351; 232 Ed. Law Rep.792.2000.

Scheurich, J. J., & Skrla, L. (2003). *Leadership for equity and excellence: Creating high-achievement classrooms, schools, and district*. Thousand Oaks, CA: Corwin Press.

Schiller v. Nancy Moore and Park City school District. 30 F.3d. 1281; 1994 U.S. App.

Simpson v. Holmes County Board of Education 2 So. 3d 799; 2009 Miss.App.

Shannon, T. A. (1975). *Administrator's bill of rights*. Arlington, Va: American Association for School Administrators.

Shem, J. (2005). *School principals*. New York: Peter Lang.

Smith Jr. v. Evangeline Parish School Board. 95-284(La.App.3 Cir 10/04/95); 663 So. 2d 281, (1995 La. App.).

Sneed v. Lillian Barna et al. 80 Wn.App.843;912 P.2d 1035; 1996 Wash. App.

Spears, Jr. v. Beauregard Parish School Board. 98-1604 (La. App. 3 Cir. 3/31/99) 732 So. 2d. 671 (1999 La. App.).

Spillance, J. P. (2006). *Distributed leadership*. San Francisco: John Wiley and Son.

Spurlock v. Board of Trustees Carbon County School District No.1. 699 P 2d 270, 1985, Wyo.

Statsky, W. P., & Wernet, J. R. (1984). *Case analysis and fundamentals of legal writing*. St. Paul, MN: West Publishing.

Stern, R. D. (1978). *The school principal and the law*. San Diego: National Organization on Legal Problems of Education.

Stewart v. Hackett Public School 1994 Ark. App.

- Swader, C. L. (1997). *Statutory causes of public school teacher dismissal: 1986-1996* (Doctoral dissertation). The University of Alabama at Birmingham, United States-Alabama. Retrieved July 21, 2009 from Dissertations & Thesis: Full Text. (Publication No. AAT 9976840).
- Sylvester v. Edward Cancienne, Jr.; Assumption Parish School Board 950789 (La. App. 1 Cir. 11/09/95); 664 So. 2d 1259; 1995 La. App.
- Taylor v. Jack Berberian. 96 A.D. 2d 797; 466 N.Y.S. 2d 336; 1983 N.Y. App. Div.
- Temple Independent School District v. George English 896 S.W.2d 167; 1995 Tex.
- Terry v. Don Woods and Racine Unified School District 803 F. supp.1519; 1992 U.S. Dist.
- Tilghman v. Waterbury Board of Education, Matthew Borrelli and Philip Giordano. 154 Fed.Appx.221 (C.A. 2005).
- Tishomingo County Special Municipal School District. 51 F.3d 1246; 1995 U.S. App.
- Tyack, D. B. (1974). *The one best system: A history of American urban education*. Cambridge, MA: Harvard University Press.
- Ulichny v. Merton Community School District, et al 249 F.3d 686; 2001 U.S. App.
- Wallace v. Casa Grande Union High School District No. 82; 184 Ariz. 419; 909 P. 2d 486. (App. Ariz.1995).
- Warfield v. Dr. James A. Adams superintendent, The Board of School Commissioners of the City of Indianapolis 582 F. Supp. 111(1984, U.S. Dist.).
- Warren v. Buncombe County Board of Education. 80 N.C. App. 656; 343 S.E. 2d. 225; 1986 N.C. App.
- Wilson, C. F. (1975, February 23). *The case for and against tenure*. American Association of School Administrators. Paper presented at the annual meeting of American Association of School Administrators, Dallas, Texas.
- Winfrey, Dr. v. The School Board of Dade County, Florida, 59 F. 3d 155 (U.S. App., 1995).
- Zirkel, P. (2002). Administrator demotions: An update. *Principal*, 81, 70.
- Zirkel, P. A., & Glukman, I. B. (1981). The case of Joseph Weil. *Principal*, 60, 40-41.