

SUPREME COURT OF KANSAS

Scribner v. Bd. of Educ. of U.S.D. No. 492

419 P.3d 1149 (Kan. 2018) · No. No. 116,818 · Decided June 15, 2018

SUMMARY

The Kansas Supreme Court upheld 2014 amendments to the Kansas Teacher Due Process Act that eliminated statutory requirements for school districts to state reasons for nonrenewal of elementary and secondary teachers' contracts and to provide a due process hearing. The court held that the amendments did not violate federal or state due process protections, including because the legislative process generally supplies the process due when legislation alters statutory property interests. The court also held that the amendments did not cause a breach of the teachers' employment contracts.

CASE DETAILS

COURT	Supreme Court of Kansas
WRITING FOR THE COURT	Luckert, J.
JURISDICTION	Kansas
DECIDED	June 15, 2018
DOCKET	No. 116,818
DISPOSITION	affirmed
PROCEDURAL POSTURE	The teachers sought declaratory and breach-of-contract relief in Kansas district court, challenging 2014 amendments to the Kansas Teacher Due Process Act. The parties moved for summary judgment on stipulated facts. The district court ruled for the Board, the teachers appealed, and the Kansas Supreme Court granted transfer.
STANDARD OF REVIEW	Unlimited review applies to the constitutional and vested-rights issues, which are questions of law. The contract claim was decided on stipulated facts and the applicable statutes.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Sallie A. Scribner, Mark E. McNemee v. Board of Education of U.S.D. No. 492, Flinthills, Butler County, Kansas

TOPICS

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PRACTICE AREAS

constitutional law

education law

employment law

public employment

contracts

QUESTIONS PRESENTED

1. Whether the 2014 amendments to the Kansas Teacher Due Process Act deprived the teachers of vested property rights without due process under the Fourteenth Amendment or Sections 1 and 2 of the Kansas Constitution Bill of Rights.
2. Whether the legislative process used to enact the amendments was so defective that it violated procedural due process.
3. Whether the Board breached the teachers' continuing-contract rights by not employing them for the 2015-2016 school year and thereafter.

HOLDINGS

1. The 2014 amendments did not violate the Due Process Clause of the Fourteenth Amendment or Sections 1 and 2 of the Kansas Constitution Bill of Rights. Even assuming the teachers possessed protected property interests, the Legislature could alter or eliminate the statutory entitlement, and the legislative process generally supplied all process constitutionally due for legislation affecting a broad class.
2. The Board did not breach the teachers' contracts because it complied with the statutory requirements in effect in May 2015, and the teachers did not base their claim on any express contractual term independent of the amended statute.

KEY QUOTATIONS

“Nothing in this act shall be construed to create any right, or to authorize the creation of any right, which is not subject to amendment or nullification by act of the legislature.” (at 13)

“In each case, the legislative determination provides all the process that is due.” (at 13)

“The Constitution does not grant to members of the public generally a right to be heard by public bodies making decisions of policy.” (at 19)

“Passage of L. 2014, ch. 93, §§ 49, 50, 52, 53 did not violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution or Sections 1 and 2 of the Kansas Constitution Bill of Rights.” (at 20)

FACTUAL BACKGROUND

Scribner had taught continuously for 18 years and McNemee for 16 years in U.S.D. No. 492. Before July 1, 2014, the Kansas Teacher Due Process Act generally provided continuing contracts for tenured teachers and required reasons and a due process hearing before nonrenewal. The 2014 amendments removed those protections for elementary and secondary public-school teachers. In May 2015, the Board timely notified both teachers that their contracts would not be renewed but did not state reasons or provide a hearing.

PROCEDURAL HISTORY

Scribner and McNemee filed a joint petition for declaratory judgment and breach of contract after the Board declined to renew their teaching contracts without stating reasons or providing a due process hearing. The State intervened to defend the constitutionality of the amendments. The Butler County District Court granted judgment for the Board, concluding the amendments were constitutional and that the Board had complied with the law in effect in May 2015. The Kansas Supreme Court affirmed after transfer.

DISPOSITION

affirmed

CASES CITED

- Gillett v. U.S.D. No. 276, 227 Kan. 71, 605 P.2d 105 (1980)
- Million v. Board of Education, 181 Kan. 230, 310 P.2d 917 (1957)
- KNEA v. State, 305 Kan. 739, 387 P.3d 795 (2017)
- Miller v. Johnson, 295 Kan. 636, 289 P.3d 1098 (2012)
- State v. Limon, 280 Kan. 275, 122 P.3d 22 (2005)
- Farley v. Engelken, 241 Kan. 663, 740 P.2d 1058 (1987)
- Brennan v. Kansas Insurance Guaranty Ass'n, 293 Kan. 446, 264 P.3d 102 (2011)
- Resolution Trust Corp. v. Fleischer, 257 Kan. 360, 892 P.2d 497 (1995)
- McMillen v. U.S.D. No. 380, 253 Kan. 259, 855 P.2d 896 (1993)
- Kelly v. Kansas City, Kansas Community College, 231 Kan. 751, 648 P.2d 225 (1982)
- Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982)
- Bi-Metallic Investment Co. v. State Board of Equalization, 239 U.S. 441 (1915)
- Dibble v. Quinn, 793 F.3d 803 (7th Cir. 2015)
- Rea v. Matteucci, 121 F.3d 483 (9th Cir. 1997)
- McMurtray v. Holladay, 11 F.3d 499 (5th Cir. 1993)
- Gattis v. Gravett, 806 F.2d 778 (8th Cir. 1986)
- Connecticut Educ. Ass'n, Inc. v. Tirozzi, 210 Conn. 286, 554 A.2d 1065 (1989)
- Fumarolo v. Chicago Bd. of Educ., 142 Ill. 2d 54, 566 N.E.2d 1283 (1990)
- Atkins v. Parker, 472 U.S. 115 (1985)
- Pittman v. Chicago Bd. of Educ., 64 F.3d 1098 (7th Cir. 1995)
- Pool v. McKune, 267 Kan. 797, 987 P.2d 1073 (1999)
- Turner v. Safley, 482 U.S. 78 (1987)
- Downtown Bar and Grill v. State, 294 Kan. 188, 273 P.3d 709 (2012)
- Sierra Club v. Mosier, 305 Kan. 1090, 391 P.3d 667 (2017)
- Gannon v. State, 305 Kan. 850, 390 P.3d 461 (2017)
- Onyx Props. v. Bd. of Comm'rs Elbert Cty., 838 F.3d 1039 (10th Cir. 2016)
- United States v. Locke, 471 U.S. 84 (1985)

- Minnesota Bd. for Community Colleges v. Knight, 465 U.S. 271 (1984)
- Londoner v. Denver, 210 U.S. 373 (1908)
- Darling v. Kansas Water Office, 245 Kan. 45, 774 P.2d 941 (1989)

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