

SUPREME COURT OF ALABAMA

Ex parte Laura Wilson; In re Laura Wilson v. Madison County Board of Education

984 So. 2d 1161 (Ala. 2007) · No. 1051697 · Decided November 2, 2007

SUMMARY

The Supreme Court of Alabama interprets amendments to the Alabama Teacher Tenure Act governing termination proceedings for tenured teachers. It holds that a hearing officer must apply Alabama teacher-tenure law rather than importing collective-bargaining “just cause” standards, and that the Court of Civil Appeals may reverse a hearing officer’s decision as arbitrary and capricious for failing to apply the applicable law. The court affirms the judgment ordering a new hearing.

CASE DETAILS

COURT	Supreme Court of Alabama
WRITING FOR THE COURT	Stuart, Justice; See, Justice; Bolin, Justice; Parker, Justice; Lyons, Justice; Woodall, Justice; Smith, Justice; Cobb, Chief Justice
JURISDICTION	Alabama
DECIDED	November 2, 2007
DOCKET	1051697
DISPOSITION	affirmed
PROCEDURAL POSTURE	Wilson petitioned the Supreme Court of Alabama for a writ of certiorari to review the Court of Civil Appeals' reversal of a hearing officer's decision concerning cancellation of her tenured-teacher employment contract.
STANDARD OF REVIEW	Under Ala. Code § 16-24-10(b), the hearing officer's decision must be affirmed unless the Court of Civil Appeals finds it arbitrary and capricious. Failure to apply applicable Alabama law renders the hearing officer's decision arbitrary and capricious.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Laura Wilson v. Madison County Board of Education

TOPICS

statutory interpretation

judicial review of agency action

administrative law

appellate procedure

employment law

PRACTICE AREAS

administrative law

employment law

education law

appellate procedure

QUESTIONS PRESENTED

1. What law must a hearing officer apply in a de novo proceeding under the amended Alabama Teacher Tenure Act?
2. Whether the Court of Civil Appeals may reverse a hearing officer for failing to apply the applicable Alabama teacher-tenure law.
3. Whether failure to apply the applicable law makes the hearing officer's decision arbitrary and capricious under Ala. Code § 16-24-10(b).
4. Whether the hearing officer must evaluate the statutory grounds for cancellation under Ala. Code § 16-24-8 when deciding what action to take under § 16-24-10(a).
5. Whether the hearing officer was authorized to use a seven-part just-cause test derived from collective-bargaining cases.

HOLDINGS

1. A hearing officer conducting a de novo hearing under the amended Alabama Teacher Tenure Act must apply Alabama law, including the amended Act, judicial decisions interpreting it, and provisions of the prior Act that remain unchanged.
2. The Court of Civil Appeals may reverse a hearing officer's decision for failure to follow applicable Alabama law because that failure renders the decision arbitrary and capricious.
3. A hearing officer must apply Alabama teacher-tenure law to determine whether the evidence establishes a statutory ground for cancellation, whether cancellation was motivated by an improper political or personal reason, and whether cancellation or another statutory disciplinary option is appropriate.
4. The phrase other good and just cause in Ala. Code § 16-24-8 permits cancellation for reasons not specifically enumerated in the statute, provided those reasons are good and just; it is the only use of just cause in the amended Act.

KEY QUOTATIONS

“He or she must apply Alabama law as set forth in the new Act and court decisions interpreting the new Act and provisions of the old Act that remain unchanged by the 2004 amendments.” (1170)

“Clearly, the hearing officer was not authorized to import employment law from collective-bargaining cases and, based upon those cases, to establish a new standard of “just cause for termination” of tenured teachers” (1170)

“The hearing officer's application of standards of "just cause for termination" from collective-bargaining cases to Wilson's case resulted in a decision that was arbitrary and capricious.” (1171)

FACTUAL BACKGROUND

Laura Wilson was a tenured physical-education teacher and cheerleading sponsor at Buckhorn High School. Following a parent's complaint, the superintendent investigated and recommended cancellation of Wilson's teaching contract based on 14 charges, including operating a for-profit gymnastics business at the school, mishandling cheerleading funds, violating school policies, and other alleged misconduct. The Board voted to cancel her contract, but a hearing officer conducted a de novo hearing, made findings of fact, reversed the Board's decision, and imposed no discipline.

PROCEDURAL HISTORY

The Madison County Board of Education voted to cancel Wilson's teaching contract. After a de novo hearing under the amended Alabama Teacher Tenure Act, the hearing officer found for Wilson and ordered no discipline. The Court of Civil Appeals reversed, held the hearing officer's decision arbitrary and capricious, and ordered a new hearing. The Supreme Court of Alabama granted certiorari and affirmed.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

A new hearing shall be conducted pursuant to the provisions of the amended Alabama Teacher Tenure Act.

CASES CITED

- Madison County Bd. of Educ. v. Wilson, 984 So. 2d 1153 (Ala. Civ. App. 2006)
- Ex parte Dunn, 962 So. 2d 814 (Ala. 2007)
- Laidlaw Transit, Inc. v. Alabama Education Ass'n, 769 So. 2d 872, 884 n. 4 (Ala. 2000)
- Ex parte Alabama State Tenure Commission, 555 So. 2d 1071, 1074 (Ala. 1989)
- Ellenburg v. Hartselle City Bd. of Educ., 349 So. 2d 605, 609-10 (Ala. Civ. App. 1977)
- Combs v. Wade, 957 So. 2d 464, 475 (Ala. Civ. App. 2005)
- Rogers v. Alabama State Tenure Commission, 372 So. 2d 1313, 1313-14 (Ala. Civ. App. 1979)
- Summit County Children Servs. Bd. v. Communication Workers of America, 113 Ohio St. 3d 291, 865 N.E.2d 31 (2007)
- American Fed'n of State, County & Mun. Employees, Dist. Council 88, AFL-CIO v. City of Reading, 130 Pa. Commw. 575, 568 A.2d 1352 (1990)
- Greater Altoona Career & Tech. Ctr. Educ. Ass'n v. Greater Altoona Career & Tech. Ctr., 46 Pa. D. & C. 4th 115 (2000)
- Conoco, Inc. v. Oil, Chem. & Atomic Workers Int'l Union, 26 F. Supp. 2d 1310 (N.D. Okla. 1998)

- Whirlpool Corp. v. International Union of Elec., Radio, & Mach. Workers Local 808, 58 Lab. Arb. (BNA) 421 (1972)
- Ex parte Wade, 957 So. 2d 477 (Ala. 2006)
- Perry v. City of Birmingham, 906 So. 2d 174 (Ala. 2005)
- Douglas v. King, 889 So. 2d 534 (Ala. 2004)
- Blue Cross & Blue Shield of Alabama, Inc. v. Nielsen, 714 So. 2d 293, 296 (Ala. 1998)
- IMED Corp. v. System Eng'g Assocs. Corp., 602 So. 2d 344, 346 (Ala. 1992)
- State v. Lupo, 984 So. 2d 395 (Ala. 2007)
- Motor Vehicle Mfrs. Ass'n of the United States, Inc. v. State Farm Mut. Auto. Ins. Co., 463 U.S. 29, 43 (1983)
- Sierra Club, Inc. v. Leavitt, 488 F.3d 904 (11th Cir. 2007)
- Shiv-Ram, Inc. v. McCaleb, 892 So. 2d 299, 321-22 (Ala. 2004)
- Goodyear Tire & Rubber Co. v. Vinson, 749 So. 2d 393 (Ala. 1999)
- Coleman v. Pepper, 159 Ala. 310, 49 So. 310 (1909)
- Foley v. Pioneer Mining & Mfg. Co., 144 Ala. 178, 40 So. 273 (1906)