

SUPREME COURT OF ILLINOIS

Stern v. Wheaton-Warrenville Community Unit School District 200, 233 Ill. 2d 396

910 N.E.2d 85 (Ill. 2009) · No. No. 107139 · Decided May 21, 2009

SUMMARY

The Illinois Supreme Court held that a public school superintendent's employment contract is not exempt from disclosure under the personnel-file exemption in the Illinois Freedom of Information Act. Because the contract bears on the public duties of a public employee, it must be disclosed even if physically maintained in a personnel file. The court affirmed in part, vacated in part, and remanded for further proceedings concerning related issues.

CASE DETAILS

COURT	Supreme Court of Illinois
WRITING FOR THE COURT	Chief Justice Fitzgerald; Fitzgerald, Chief Justice; Freeman, Justice; Thomas, Justice; Kilbride, Justice; Garman, Justice; Karmeier, Justice; Burke, Justice
JURISDICTION	Illinois
DECIDED	May 21, 2009
DOCKET	No. 107139
DISPOSITION	remanded
PROCEDURAL POSTURE	Appeal from a summary judgment entered by the Circuit Court of Du Page County in favor of a school district in a Freedom of Information Act action seeking disclosure of a school superintendent's employment contract.
STANDARD OF REVIEW	De novo review applied to both the statutory-construction issue and the summary-judgment ruling.
PRECEDENTIAL VALUE	Published Illinois Supreme Court opinion; precedential.
PARTIES	Mark O. Stern v. Wheaton-Warrenville Community Unit School District 200

TOPICS

statutory interpretation

legislative intent

plain meaning rule

municipal law

constitutional law

PRACTICE AREAS

Freedom of Information Act

administrative law

municipal law

statutory interpretation

public-sector employment

QUESTIONS PRESENTED

1. Whether a public-school superintendent's employment contract is exempt from disclosure under the personnel-file exemption in section 7(1)(b)(ii) of the Illinois Freedom of Information Act merely because the contract is maintained in a personnel file.
2. Whether the contract must be disclosed because it bears on the public duties of a public employee and deals with the expenditure of public funds.
3. Whether the case should be remanded for an in camera inspection and, if so, the proper scope of that inspection.
4. Whether the District waived any FOIA exemption by voluntarily disclosing the contract to news media.

HOLDINGS

1. An employment contract of a public employee is not exempt from disclosure under the personnel-file exemption in section 7(1)(b)(ii) of the Illinois Freedom of Information Act merely because it is physically maintained in a personnel file.
2. The superintendent's employment contract is a public record and must be disclosed because it bears on public duties and constitutes a contract dealing with the expenditure of public funds, subject only to deletion of limited personal information that would constitute an unwarranted invasion of privacy.
3. The circuit court must inspect the contract in camera only to identify personal information, such as a Social Security number or bank-account information, that must be deleted; the remainder of the contract must be disclosed in its entirety.
4. The court did not decide whether the District waived an exemption by furnishing the contract to news media because that issue was moot after the court held that the contract was independently subject to disclosure.

KEY QUOTATIONS

*"We conclude, therefore, that the disclosure of the superintendent's employment contract, and employment contracts generally, do not constitute an invasion of personal privacy for purposes of section 7(1)(b) of the Act and must be disclosed as a matter of law." (*95)*

*"We hold that an employment contract is not the kind of record the General Assembly intended to keep from public view and does not fall within the exemption for personnel files in section 7(1)(b) of the Act." (*96)*

*"Thus, with the exception noted above for personal information, Catalani's employment contract must be disclosed in its entirety." (*97)*

FACTUAL BACKGROUND

Mark Stern requested a copy of the employment contract of Wheaton-Warrenville Community Unit School District 200's superintendent, Dr. Gary Catalani, under the Illinois Freedom of Information Act. The District denied the request because the contract was maintained in Catalani's personnel file, although Catalani voluntarily furnished a copy to the Daily Herald and indicated that he would make it available for inspection by a Chicago Tribune reporter. Stern filed suit seeking injunctive relief and disclosure of the contract.

PROCEDURAL HISTORY

Stern submitted multiple FOIA requests for the superintendent's employment contract, which the school district denied on the ground that the contract was maintained in a personnel file. The circuit court granted the District summary judgment. The Illinois Appellate Court reversed and remanded for an in camera inspection, and the Illinois Supreme Court granted the District's petition for leave to appeal.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The circuit court must conduct an in camera inspection of the superintendent's employment contract to identify personal information, such as a Social Security number or bank-account information, that would constitute an unwarranted invasion of privacy. That information must be deleted, and the remainder of the contract must be disclosed in its entirety. The appellate court's remand for consideration of waiver is vacated.

CASES CITED

- O'Casek v. Children's Home & Aid Society, 229 Ill. 2d 421, 323 Ill. Dec. 2, 892 N.E.2d 994 (2008)
- People ex rel. Director of Corrections v. Booth, 215 Ill. 2d 416, 294 Ill. Dec. 157, 830 N.E.2d 569 (2005)
- Bowie v. Evanston Community Consolidated School District No. 65, 128 Ill. 2d 373, 131 Ill. Dec. 182, 538 N.E.2d 557 (1989)
- Illinois Education Ass'n v. Illinois State Board of Education, 204 Ill. 2d 456, 274 Ill. Dec. 430, 791 N.E.2d 522 (2003)
- Lieber v. Board of Trustees of Southern Illinois University, 176 Ill. 2d 401, 223 Ill. Dec. 641, 680 N.E.2d 374 (1997)
- Copley Press, Inc. v. Board of Education for Peoria School District No. 150, 359 Ill. App. 3d 321, 296 Ill. Dec. 1, 834 N.E.2d 558 (2005)
- Reppert v. Southern Illinois University, 375 Ill. App. 3d 502, 314 Ill. Dec. 540, 874 N.E.2d 905 (2007)
- Southern Illinoisan v. Illinois Department of Public Health, 218 Ill. 2d 390, 300 Ill. Dec. 329, 844 N.E.2d 1 (2006)
- Primeco Personal Communications, L.P. v. Illinois Commerce Commission, 196 Ill. 2d 70, 255 Ill. Dec. 621, 750 N.E.2d 202 (2001)
- In re E.H., 224 Ill. 2d 172, 309 Ill. Dec. 1, 863 N.E.2d 231 (2006)

