

SUPREME COURT OF SOUTH DAKOTA

Reynolds v. Douglas School District #51-1 and Douglas Board of Education

2004 SD 129 (2004) · No. No. 23042 · Decided December 15, 2004

SUMMARY

The Supreme Court of South Dakota affirmed summary judgment for Douglas School District in a dispute over the reassignment of a teacher from head high school track coach to middle school assistant track coach. The court held that the circuit court lacked jurisdiction because the superintendent, rather than the school board, had authority under the collective bargaining agreement to make the transfer. It also held that Reynolds had not exhausted the agreement's grievance procedure, which remained pending.

CASE DETAILS

COURT	Supreme Court of South Dakota
WRITING FOR THE COURT	Rusch, Circuit Judge; Gilbertson, Chief Justice; Konenkamp, Justice; Zinter, Justice; Meierhenry, Justice; Rusch, Circuit Judge, for Sabers, Justice, disqualified
JURISDICTION	South Dakota
DECIDED	December 15, 2004
DOCKET	No. 23042
DISPOSITION	affirmed
PROCEDURAL POSTURE	Reynolds appealed from an order granting the school district's motion for summary judgment in his appeal from the school board's transfer decision.
STANDARD OF REVIEW	Summary judgment is reviewed on appeal; the disposition turned on jurisdiction and exhaustion of administrative remedies.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	Robert Reynolds v. Douglas School District #51-1, Douglas Board of Education

TOPICS

collective bargaining

exhaustion of remedies

appellate jurisdiction

employment contracts

summary judgment

PRACTICE AREAS

employment law

labor law

administrative law

civil procedure

QUESTIONS PRESENTED

1. Whether the circuit court had jurisdiction to review the school board's approval of Reynolds's transfer when the collective bargaining agreement vested transfer authority in the superintendent rather than the school board.
2. Whether Reynolds's appeal was jurisdictionally defective because he had not exhausted the collective bargaining agreement's grievance procedure.

HOLDINGS

1. The circuit court lacked jurisdiction to review a substantive transfer decision by the school board because the collective bargaining agreement vested transfer authority in the superintendent and contained no provision authorizing school-board approval or review of transfers.
2. Reynolds's failure to exhaust the four-step grievance procedure deprived the circuit court of jurisdiction because the grievance remained pending before the Department of Labor when he filed the appeal.

KEY QUOTATIONS

"It is a settled rule of judicial administration that 'no one is entitled to judicial relief for a supposed or threatened injury until the prescribed administrative remedy has been exhausted.' Failure to exhaust remedies is a jurisdictional defect." (§ 10)

FACTUAL BACKGROUND

Reynolds was a middle school teacher and longtime head high school track coach employed by Douglas School District under a collective bargaining agreement. The agreement authorized the superintendent to assign, reassign, or transfer teachers after a required conference, and Reynolds's coaching evaluations had identified performance concerns. In May 2002, after the District abandoned non-renewal proceedings, the superintendent transferred Reynolds to middle school assistant track coach at the same pay, and the school board approved the transfer. Reynolds filed a grievance but had not completed the fourth and final step before filing his circuit-court appeal.

PROCEDURAL HISTORY

The school district transferred Reynolds from head high school track coach to middle school assistant track coach under the collective bargaining agreement, while maintaining his salary. Reynolds pursued the agreement's grievance procedure but filed a circuit-court appeal before completing it. The circuit court granted summary judgment to the District, finding the action was a transfer governed by the negotiated agreement. The Supreme Court of South Dakota affirmed, but on the alternative ground that the circuit court lacked jurisdiction because

the school board lacked authority to review the superintendent's transfer decision and because Reynolds had not exhausted the grievance procedure.

DISPOSITION

affirmed

CASES CITED

- In Re Appeal from Decision of Yankton County Commission, 2003 SD 109, ¶ 21, 670 N.W.2d 34, 41
- Small v. State, 2003 SD 29, ¶ 16, 659 N.W.2d 15, 18-19
- Jansen v. Lemmon Federal Credit Union, 1997 SD 44, ¶ 7, 562 N.W.2d 122, 124

OPINION

RUSCH, J.

2004 SD 129 ROBERT REYNOLDS, Petitioner and Appellant, v. DOUGLAS SCHOOL DISTRICT #51-1 AND DOUGLAS BOARD OF EDUCATION, Respondents and Appellees. No. 23042 Supreme Court of South Dakota. Considered on Briefs on August 23, 2004 Opinion Filed December 15, 2004 ANNE PLOOSTER, South Dakota Education Association, Pierre, South Dakota Attorneys for petitioner and appellant.

CRAIG A. PFEIFLE of Lynn, Jackson, Shultz & Lebrun, Rapid City, South Dakota Attorneys for respondents and appellees. RUSCH, Circuit Judge [¶ 1.] This is an appeal from an order granting Douglas School District's (District) motion for summary judgment.

We affirm for a different reason. FACTS AND PROCEDURAL HISTORY [¶ 2.] Teachers at the District, including Robert Reynolds (Reynolds), are employed under a collective bargaining agreement negotiated between the District and the Douglas Education Association (DEA).

The relevant negotiated agreement, signed on April 23, 2001, covered the 2001-2002 and 2002-2003 school years. The agreement addressed issues of wages, rates of pay, hours of employment and other conditions of employment. Article X of the agreement gave the superintendent broad powers to assign, reassign, or transfer teachers. It provided: Each employee of the Board of Education shall be assigned to a specific position at the direction of the superintendent of schools and may be transferred to any other position as the superintendent may direct.

Transfers may be at the initiative of the superintendent or other administrative officers for any purpose, which, in the judgment of the superintendent, is for the welfare of the employee or the schools. An administrative transfer or reassignment shall be made only after a conference between the teacher involved, the superintendent, and the teacher's immediate supervisor, at which time the teacher will be notified of the reason therefore. (emphasis supplied). [¶ 3.]

The negotiated agreement also contained a grievance procedure (Article V) to deal with any "violation, misinterpretation or inequitable application of any of the terms of this Agreement." The grievance procedure provided for consideration of grievances at four levels: 1) the principal, 2) the superintendent, 3) the Board of Education, and 4) the Department of Labor. [¶ 4.]

Reynolds has been employed by the District since the 1984-1985 school year as a middle school teacher. He was also the head high school track coach for the District since the 1985-1986 school year. In 1999-2000 and 2000-2001, Reynolds' performance evaluation as head track coach showed areas of concern and recommended non-reassignment.[1] Reynolds disagreed with these evaluations and provided written rebuttals.

During the 2001-2002 school year, Reynolds was paid as head track coach, but did not perform any coaching duties. [¶ 5.] On March 20, 2002, Reynolds received a notice of non-renewal of his head high school track coach position. Reynolds requested a hearing under the continuing contract law (SDCL 13-43-6.2 et seq) within the required time.

However, on May 14, 2002, the District decided not to go forward with the non-renewal proceedings. On May 29, 2002, Reynolds entered into a contract for the 2002-2003 school year which included the head high school track coach position.

On that same day the school superintendent met with Reynolds and his immediate supervisor and advised Reynolds that pursuant to Article X of the negotiated agreement he was being transferred to the position of middle school assistant track coach at exactly the same pay that he would have received as the head high school track coach.

In making the transfer the superintendent fully complied with the procedural requirements of Article X of the negotiated agreement. On June 10, 2002, the School Board approved the transfer. [¶ 6.] Reynolds then filed a grievance under Article V of the negotiated agreement. He completed the first two steps of that procedure prior to filing this SDCL 13-46-1 appeal on August 26, 2002. [2] After filing this appeal but before the District became aware of it, Reynolds completed the third step of the grievance procedure.

The fourth step is still pending. [¶ 7.] This matter was presented to the trial court on cross motions for summary judgment. The trial court found that this was a transfer not a non-renewal and, as such, was governed by the terms of the negotiated agreement between the District and the DEA, that Reynolds agreed to the terms of the negotiated agreement and was bound by it and that, following the transfer, Reynolds had a job and a coaching position and that his salary was not affected in any way.

DECISION [¶ 8.] Reynolds was not entitled to the relief which he sought for another reason. Under the negotiated agreement, transfer decisions are made by and within the discretion of the

superintendent. There is no provision in Article X providing that transfers are to be made by the school board or subject to the school board's review.

Therefore, except in the case of a grievance under Article V, there is nothing in the negotiated agreement that gives the school board authority to approve or disapprove the superintendent's transfers. Reynolds concedes that this was an unnecessary step. Consequently, to the extent that Reynolds sought to appeal from a substantive decision of the school board making the transfer decisions, the circuit court did not have jurisdiction over the appeal.

As this Court indicated in *In Re Appeal from Decision of Yankton County Commission*, 2003 SD 109, ¶21, 670 NW2d 34, 41: "[b]ecause the permit decision was not before the County Commission, the circuit court had no jurisdiction to review the County Commission's decision under SDCL 7-8-28." [¶ 9.] Neither did the circuit court acquire jurisdiction by means of the grievance.

The reassignment or transfer decision is subject to the grievance procedure provided in Article V of the negotiated agreement. Although Reynolds pursued that grievance, he filed this appeal before the school board made its decision and he has never completed step four of the grievance procedure.

In fact, his grievance is still pending before the Department of Labor. [¶ 10.] "It is a settled rule of judicial administration that 'no one is entitled to judicial relief for a supposed or threatened injury until the prescribed administrative remedy has been exhausted.' Failure to exhaust remedies is a jurisdictional defect." *Small v. State*, 2003 SD 29, ¶16, 659 NW2d 15, 18-19 (quoting *Jansen v. Lemmon Federal Credit Union*, 1997 SD 44, ¶7, 562 NW2d 122, 124). (citations omitted). [¶ 11.]

Therefore, we affirm the judgment of the circuit court, although for a different reason. [¶ 12.] GILBERTSON, Chief Justice, and KONENKAMP, ZINTER and MEIERHENRY, Justices, concur. [¶ 13.] RUSCH, Circuit Judge, for SABERS, Justice, disqualified. NOTES [1] The evaluations reported that Reynolds failed to meet expectations in two categories of student relations, i.e., enthusiasm and communication with individual players, and in two administrative areas, i.e., organization of staff and communication with coaches.

[2] This is an appeal from the June 10, 2002, decision of the school board under SDCL 13-46-1 which provides: From a decision made by any school board, or by a special committee created by any provision of the school law..., an appeal may be taken to the circuit court by any person aggrieved, or by any party to the proceedings, or by any school district interested, within ninety days after the rendering of such decision.