



IN THE COURT OF APPEALS OF IOWA

MAPLE VALLEY COMMUNITY
SCHOOL DISTRICT,

Plaintiff-Appellee,

vs.

CHARLOTTE POHLMAN,

Defendant-Appellant.

Filed April 26, 1983

3-14
2-68475

Appeal from Monona District Court - Lawrence W. McCormick, Judge.

Defendant teacher appeals the order of the district court affirming plaintiff school district's decision to terminate defendant's teaching contract. **AFFIRMED.**

James L. Sayre of Dreher, Wilson, Adams, Jensen, Sayre & Gribble, Des Moines, for defendant-appellant.

D. R. Franck of Raun, Franck, Mundt & Nepper, Denison, for plaintiff-appellee.

Heard by Oxberger, C.J., and Donielson, Snell, and Schlegel, JJ.

DONIELSON, J.

Defendant teacher appeals the order of the district court affirming plaintiff school district's decision to terminate defendant's teaching contract. She claims that the court erred in failing to find that the school board's decision was unsupported by a preponderance of the evidence and in violation of board policy and statutory provisions. We affirm.

Defendant, a tenured teacher who was on "probation" during the 1980-81 school year, was notified pursuant to statutory requirements that termination of her teaching contract was being recommended as a result of a staff reduction caused by declining student enrollment and consequent loss of funding. Since the teachers at plaintiff school district had no collective bargaining agreement, the termination decision was made pursuant to a school board policy requiring an evaluation of the teachers' qualifications, teaching ability, and effectiveness, and then upon seniority if the teachers were equal after an evaluation of the first three factors. The school principal testified that defendant was one of the least effective members of the teaching staff and that her third grade class showed less ability when compared to the two other third grade classes. His evaluation of her effectiveness was based on one formal in-class observation during the 1980-81 school year and violations of board policy regarding student discipline and failure to complete required paper work that were brought to his attention outside of class.

The board's decision to terminate defendant's teaching contract was reversed by an adjudicator but, on judicial review, the district court found that the evidence was sufficient to support the board's determination that a staff reduction was necessary and found the principal's testimony sufficient to establish that defendant was less qualified than the other elementary teachers whose positions were not terminated. Specifically, the court found that defendant's

competence as a teacher was not questioned, but that the evidence supported the board's finding that defendant was relatively less effective than the remaining teachers "in the areas of student reading progress, supervision of students and responsiveness to her principal." From the court's order reversing the adjudicator's decision and affirming the board's action, defendant brought this appeal.

I.

We explained the statutory mechanism in chapter 279 regarding the termination of teachers' contracts in Fay v. Board of Directors of North-Linn Community School District, 298 N.W.2d 345, 347 (Iowa Ct. App. 1980), and need not do so in full again here. We do, however, emphasize the limited nature of the district court's role on judicial review:

The court shall reverse, modify, or grant any other appropriate relief from the board decision or the adjudicator's decision equitable or legal and including declaratory relief if substantial rights of the petitioner have been prejudiced because the action is:

1. In violation of constitutional or statutory provisions; or
2. In excess of the statutory authority of the board or the adjudicator; or
3. In violation of a board rule or policy or contract; or
4. Made upon unlawful procedure; or
5. Affected by other error of law; or
6. Unsupported by a preponderance of the competent evidence in the record made before the board and the adjudicator when that record is viewed as a whole; or
7. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

Iowa Code § 279.18. In this case the court concluded that the board's action was supported by substantial evidence in the record made before the board.

Section 279.18 also provides for further appellate review of the district court's decision on judicial review. Our review is limited to the correction of errors under the seven standards set forth in § 279.18. Board of Education of Fort Madison Community School District v. Youel, 282 N.W.2d 677, 680 (Iowa 1979). If our conclusion is the same as that of the district court, we affirm; if it is not, reversal may be in order. Fay, 298 N.W.2d at 347. The superintendent has the burden of proving the existence of just cause to justify terminating a teacher's contract. Munger v. Jesup Community School District, 325 N.W.2d 377, 379 (Iowa 1982). We determine if the Board's action is supported by a preponderance of the evidence in the record when that record is viewed as a whole. Wedergren v. Board of Directors, 307 N.W.2d 12, 20 (Iowa 1981); see Iowa Code § 279.18(6).

II.

The primary issue in this appeal is whether there is substantial evidence in the record of "just cause" to terminate defendant's contract. See Iowa Code § 279.15(2). Initially, plaintiff claimed a need to reduce the teaching staff in the district by seven teachers due to declining enrollments which in turn led to a decrease in state funding. Such factors may provide just cause to terminate teacher contracts. Briggs v. Board of Directors of Hinton Community School District, 282 N.W.2d 740, 742 (Iowa 1979). We agree with the court that plaintiff sustained its burden of proving the need to reduce its teaching staff. As the court stated, "[t]here is no evidence in the record contradicting the Superintendent's testimony about the loss of eighty-nine students or his testimony that the resulting classes could be effectively taught with fewer teachers."

Defendant, of course, is more concerned about the fact that she is one of those whose contracts were selected for termination. As indicated above, the board's policy required all teacher staff reductions to be based on qualifications, teaching ability and effectiveness. If the candidates for termination were equal in

those areas, reduction would be based on seniority. Defendant does not question the propriety of using these factors to make termination decisions.

Lawrence Nelson, elementary and junior high school principal, testified that defendant was a competent teacher but that she was also one the least effective of all the teachers who were considered for termination. We agree with the district court that the evidence supports the board's conclusion that defendant's ineffectiveness, compared with that of the other teachers, constituted just cause for the termination of her contract. The court summarized the evidence as follows:

Mrs. Pohlman was one of only two teachers placed on probation during the previous year. Her classes covered only half of the reading material as other third-grade classes and her students fared the worst on third-grade ability tests despite the fact that they were of similar ability to other classes. Based on that data and on his classroom observation of Mrs. Pohlman's teaching, Mr. Nelson testified that in his opinion Mrs. Pohlman was spending too much time on the slowest students and not challenging the brightest. Certainly the fact that her class only covered half as much material as other classes and that her test scores were lower support that opinion. Mr. Nelson also testified of Mrs. Pohlman's violation of Board policy regarding student discipline and failure to complete required paperwork. The Board's finding that Mrs. Pohlman was a competent and respected member of the staff but that she was relatively less effective in the areas of student reading progress, supervision of students and responsiveness to her principal and because of that she was relatively less qualified than her peers is amply supported.

Although these considerations might not be sufficient to warrant a finding of incompetence or misconduct such as to justify termination, we believe they are relevant and were properly used to make a finding of relative ineffectiveness as a teacher pursuant to board policy.

The fact that defendant may or may not have more seniority than other teachers whose contracts were not terminated is not relevant in this case. Iowa Code chapter 279 does not give any special protection to teachers with more

seniority other than to give nonprobationary teachers (those employed by the school district more than two years—see Iowa Code § 279.19) the right to appeal an adverse board decision. See Iowa Code § 279.17. Chapter 279 does not require a school district to consider seniority in termination decisions. Nor does seniority become a factor in this case under the board's policy since defendant was found less effective than the other teachers.

We find no reason to disturb the ruling of the district court. Its decision upholding the termination of defendant's contract is affirmed.

AFFIRMED.