IN THE COURT OF APPEALS OF IOWA 000001

No. 7-454 / 96-1259

THE ANAMOSA COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS,

Petitioner-Appellant,

vs.

JANET DOSCHADIS,

Respondent-Appellee.

FILED
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Appeal from the Iowa District Court for Jones County, William L. Thomas, Judge.

The Anamosa Community School District Board of Directors appeals from a district court decision affirming the decision of an adjudicator which reversed the Board's decision terminating the teaching contract of Janet Doschadis. **DISTRICT COURT AND ADJUDICATOR REVERSED; SCHOOL BOARD AFFIRMED.**

Brian L. Gruhn, Cedar Rapids, for appellant.

Gerald L. Hammond, Des Moines, for appellee.

Heard by Cady, C.J., and Sackett and Huitink, JJ.

SACKETT, J.

Petitioner-appellant Anamosa Community School District Board of Directors terminated the teaching contract of respondent-appellee Janet Doschadis, a tenured physical education teacher. The Board was reversed by an adjudicator finding the Board's decision was not supported by a preponderance of the evidence. The district court affirmed the adjudicator. The Board appeals contending the district court erred in (1) failing to give sufficient weight to its findings, and (2) determining its decision was not supported by a preponderance of the evidence. We reverse the district court and the adjudicator. We affirm the Board.

Doschadis was a tenured teacher with the school district in the 1994-95 school year. She also coached volleyball. On April 28, 1995, the superintendent served a notice recommending termination of Doschadis's contract for a number of reasons, including the following relevant to this appeal: (1) conversion or misappropriation of school property; (2) unprofessional conduct; (3) inappropriate student supervision; (4) retaliation against students and staff; and (5) inappropriate student discipline. The Board conducted a hearing and found the superintendent proved all allegations.

The Board first contends the district court failed to give sufficient weight to its findings and there is a preponderance of evidence supporting its decision.

Our review of the record for the requisite quantum of evidence, pursuant to Iowa Code section 279.18(6) (1995), is at law for the correction of errors and not

de novo. *Board of Directors of Fairfield Community Sch. Dist. v. Justmann*, 476 N.W.2d 335, 338 (Iowa 1991); *Board of Educ. of Fort Madison Community Sch. Dist. v. Youel*, 282 N.W.2d 677, 679 (Iowa 1979). Our task is to examine the record and determine whether the Board's factual findings are supported by a preponderance of the evidence offered. Iowa Code § 279.18(6). In making this determination, the statute urges us to give weight to the fact findings of the Board. *Id.* The appropriate degree of scrutiny is similar to that called for by the substantial evidence standard of the Iowa Administrative Procedure Act. The Board's factual findings should normally be conclusive "when the facts are in dispute or when reasonable minds may differ on the inferences to be drawn from the evidence." *Fairfield*, 476 N.W.2d at 338; *Harlan v. Iowa Dep't of Job Serv.*, 350 N.W.2d 192, 193 (Iowa 1984). In this way, we can be confident the Board, though possibly not completely assured of the truth of the matter, did find the greater weight of the evidence presented favored their ultimate decision on the matter. *Fairfield*, 476 N.W.2d at 338.

Applying this standard, we first address the Board's claim there was a preponderance of the evidence supporting its findings. Doschadis served as head volleyball coach until she resigned on February 7, 1995, following reports from students and others that she and her assistant coach were violating rules of the State Girls Athletic Union in that they were giving coaching tips and instructing the alleged coach during unauthorized practices. Had Doschadis remained as a volleyball coach,

the Anamosa High School would have been precluded from interscholastic volleyball for one year. There was evidence Doschadis was told at that time not to retaliate against students who talked to administration about rule violations.

There was evidence presented to the Board Doschadis failed to cooperate with the band schedule. She had agreed to allow three players to leave a rescheduled match early to attend band practice but refused to do so, and when the principal intervened in a gym filled with people to obtain their release, she threw up her hands and in an irritated tone told him to do whatever you want with them.

There was further evidence Doschadis offered no cooperation in scheduling a volleyball trip to accommodate students' requests to participate in both a band and a volleyball event, and ultimately canceled the volleyball trip in what the students saw as retaliation for their wanting to be a part of both events.

There was further evidence Doschadis opposed open gyms established for the benefit of all students and failed to take down volleyball nets and hid tools needed to take down the volleyball nets. There was also testimony by students that in their opinions Doschadis retaliated against them. There was testimony of uncooperative attitudes toward students, administrators, and parents.

Additionally, there was evidence Doschadis engineered the purchase of a computer with volleyball funds, failed to see it was properly inventoried, and neglected to return it when her volleyball position was terminated. The Board, on the

basis of this evidence, determined Doschadis converted or misappropriated school property. We do not agree there is a preponderance of the evidence supporting a finding of conversion. We do find a preponderance of the evidence supporting the finding by the Board the purchase of the computer and provisions for keeping and retaining it were not handled in accord with school policy and for a period it was misappropriated.

The adjudicator recognized evidence considered by the Board was in the record. The adjudicator chose not to agree with the Board's assessment of the evidence. Rather, the adjudicator accepted Doschadis's version of events, discounting the versions of the administrator, parents, and students.

A board's findings should normally be conclusive when facts are in dispute or reasonable minds may differ as to inferences to be drawn from evidence. *See Fairfield*, 476 N.W.2d at 338. Iowa law leaves educational policies to school boards. *Pocahontas Community Sch. Dist. v. Leven*, 409 N.W.2d 698, 700 (Iowa App. 1987). An adjudicator has no authority to determine the wiser policy. *Id.* The test for the adjudicator is whether policy choice is characterized by an abuse of discretion, was a clearly unwarranted exercise of discretion, or otherwise was arbitrary and capricious. *Olds v. Board of Educ. of Nashua Community Sch. Dist.*, 334 N.W.2d 765, 772 (Iowa App. 1983).

Insubordination and lack of cooperation with school administration can constitute just cause for termination of a teacher's employment contract. *Fort Madison*, 282 N.W.2d at 682; *Johnson v. Board of Educ. of Woden-Crystal Lake Community Sch. Dist.*, 353 N.W.2d 883, 886 (Iowa App. 1984). This can include violating, ignoring, and demonstrating a non-supportive attitude toward administrative policies, procedures, rules, and directives. *See Johnson*, 353 N.W.2d at 885.

The question is not whether this court or the district court or the adjudicator would terminate this teacher. The question is whether the Board's decision to do so was properly supported. In *Johnson*, this court recognized school boards hire teachers to teach within perimeters defined by the administration. *Id.* at 886. It is not the duty or the right of the teacher, no matter how well meaning, to substitute the teacher's judgment for that of the administration. *Id.* The administration must answer to the Board, who must answer to the electorate. *See id.*

Considering the factual findings made by the Board and the reasonable inferences they have drawn from the evidence, we find there is a preponderance of evidence supporting the Board's conclusions. We reverse the district court and the adjudicator. We affirm the Board's decision to terminate the teaching contract.

DISTRICT COURT AND ADJUDICATOR REVERSED; SCHOOL BOARD AFFIRMED.