

Justice Blackman

Page proof of syllabus as approved.

- Lineup included.
- Lineup still to be added. Please send lineup to me when available.

Another copy of page proof of syllabus as approved to show—

- Lineup, which has now been added.
- Additional changes in syllabus.

HENRY C. LIND  
Reporter of Decisions.

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Lumber Co.*, 200 U. S. 321, 337.

## SUPREME COURT OF THE UNITED STATES

### Syllabus

#### MIGRA v. WARREN CITY SCHOOL DISTRICT BOARD OF EDUCATION ET AL.

#### CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

No. 82-738. Argued October 11, 1983—Decided January —, 1984

Petitioner was employed by respondent Warren, Ohio, Board of Education (Board) as a supervisor of elementary education on an annual basis under written contracts. The Board, at a regularly scheduled meeting, adopted a resolution renewing petitioner's employment for the 1979-1980 school year, and, upon being advised of this, petitioner accepted the appointment by letter. But shortly thereafter, the Board, at a special meeting at which four of its five members were present, voted 3 to 1 not to renew petitioner's employment, and so notified her in writing. Petitioner then brought suit in the Ohio Court of Common Pleas against the Board and the three members who had voted not to renew her employment. The complaint alleged two causes of action—a breach of contract by the Board and wrongful interference by the individual members with petitioner's employment contract. The trial court held that petitioner's acceptance of the employment proffered for 1979-1980 created a binding contract and that the Board's subsequent action purporting not to renew the employment had no legal effect, and awarded petitioner reinstatement and compensatory damages. The court granted petitioner's motion to dismiss without prejudice "the issue of conspiracy and individual board members' liability," which issue the court had previously "reserved and continued." The Ohio Court of Appeals affirmed, and review was denied by the Ohio Supreme Court. Thereafter, petitioner filed an action in Federal District Court under 42 U. S. C. § 1983 (1976 ed., Supp. V), *inter alia*, against the Board, its members, and the Superintendent of Schools, alleging that because of her activities involving a desegregation plan for the Warren elementary schools and a social studies curriculum that she had prepared, the Board members determined not to renew her contract, and that the Board's actions violated her

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Syllabus

rights under the First, Fifth, and Fourteenth Amendments. She requested injunctive relief and compensatory and punitive damages. The District Court granted summary judgment for the defendants on the basis of *res judicata*, *inter alia*, and dismissed the complaint. The United States Court of Appeals affirmed.

*Held*: With respect to petitioner's § 1983 claim, which was not litigated in state court, petitioner's state-court judgment has the same claim preclusive effect in federal court that the judgment would have in the Ohio state courts. Pp. 4-12.

(a) In the absence of federal law modifying the operation of 28 U. S. C. § 1738—which provides that state judicial proceedings shall have the same full faith and credit in every court within the United States as they have in the courts of the State from which they are taken—the preclusive effect in federal court of petitioner's state-court judgment is determined by Ohio law. Having rejected in *Allen v. McCurry*, 449 U. S. 90, the view that state-court judgments have no issue preclusive effect in § 1983 suits, this Court must also reject the view that § 1983 prevents petitioner's state-court judgment from creating a claim preclusive bar in this case. Section 1738 embodies the view that it is more important to give full faith and credit to state-court judgments than to ensure separate forums for federal and state claims. Section 1983 does not override state preclusion law and guarantee petitioner a right to proceed to judgment in state court on her state claims and then turn to federal court for adjudication of her federal claims. Pp. 4-9.

(b) The case is remanded to the District Court for further proceedings. It appears that Ohio preclusion law has experienced a gradual evolution and that Ohio courts recently have applied preclusion concepts more broadly than in the past, but the District Court's opinion does not indicate whether it applied what it thought was the Ohio law of preclusion. It is the District Court, not this Court, that should, in the first instance, interpret Ohio preclusion law and apply it. Pp. 9-12.

703 F. 2d 564, vacated and remanded.

BLACKMUN, J., delivered the opinion for a unanimous Court. WHITE, J., filed a concurring opinion, in which BURGER, C. J., and POWELL, J., joined.