

Powell

(Slip Opinion)

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 23, 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