

Bond Case Briefs

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SCHOOLS - MISSISSIPPI

Hester v. Lowndes County School Dist.

Court of Appeals of Mississippi - August 20, 2013 - So.3d - 2013 WL 4419336

Baseball coach and principal sought review of decision by school district to terminate them. The Chancery Court affirmed coach's termination, but ordered principal reinstated and awarded him lost wages. Coach and school district appealed.

The Court of Appeals held that:

- Baseball coach was terminated for good cause, and
- Principal was terminated for good cause.

Baseball coach was terminated for good cause; by using the school's name to finance the purchase of a fairway mower, coach wrongfully exposing the district to potential liability for a \$15,000 mower. School district's renewal of baseball coach's contract did not amount to ratification of his prior actions in securing credit for the purchase of a fairway mower by using the school's name, where coach's misconduct was not discovered until after the contract renewal.

School board had good cause to terminate principal. He admitted he knew the school could not buy the fairway mower, yet he executed a document purporting to give baseball coach the authority to make such a purchase on the school's behalf. While the principal claimed he did not know what he was signing, his signature on the incumbency certificate was sufficient evidence for the school board to conclude he had read and understood the document. A person is under an obligation to read a contract before signing it, and will not as a general rule be heard to complain of an oral misrepresentation the error of which would have been disclosed by reading the contract.