In the

United States Court of Appeals

For the Seventh Circuit

No. 22-2032

QUINTELLA BOUNDS,

Plaintiff-Appellant,

v.

COUNTRY CLUB HILLS SCHOOL DISTRICT 160, *et al*,

Defendants-Appellees.

Appeal from the United States District Court for the Northern District of Illinois, Eastern Division.
No. 1:20-cv-03283 — **Ronald A. Guzmán**, *Judge*.

ARGUED NOVEMBER 28, 2022 — DECIDED APRIL 10, 2023

Before ROVNER, ST. EVE, and KIRSCH, *Circuit Judges*.

ROVNER, *Circuit Judge*. Dr. Quintella Bounds, formerly employed as an administrator for the Country Club Hills School District in suburban Chicago, has sued the School District contending, as relevant here, that the School District deprived her of due process by posting her position as vacant after she did not timely sign a written employment contract for the forthcoming school year. The district court entered summary

judgment in favor of the School District on this claim and relinquished jurisdiction over a companion state-law claim. *Bounds v. Country Club Hills Sch. Dist. 160*, 2022 WL 1487332 (N.D. Ill. May 11, 2022). Bounds appeals, and we affirm.

I.

Bounds was initially hired by the School District's Board of Education as the director of student services for a one-year term beginning on July 1, 2019 and not to extend beyond June 30, 2020. Her contract contained no provision for renewal of her initial term and specified that she was an at-will employee. In February 2020, Bounds met with the District's interim superintendent, Dr. Earline Scott, for a performance evaluation. Scott told Bounds that her performance was excellent and that Scott would recommend to the Board that her employment be renewed for the forthcoming school year. Bounds asked for a raise, but Scott advised her that the Board would not offer her a raise; Scott indicated that her salary and all other terms of her contract would remain the same as in the prior year. According to Bounds, she assented and had a mutual understanding with Scott that her employment, subject to the Board's approval, would be renewed on those terms.

The Board met on March 17, 2020, to discuss who among the District's administrators it wished to keep on for the following year and to review the proposed written contracts for those administrators. After deciding that it wanted to amend the contracts in certain respects, the Board postponed a vote on the renewals until the contracts had been revised.

One week later, on March 24, the Board met again in closed session and, according to the minutes of that meeting,

"approved the Employment Agreements for the period of July 1st, 2020 through June 30, 2021" for Bounds and five other administrators. Those agreements had been emailed to Scott earlier that same day by the Board president, and Scott was told that once the Board had approved them, she should email them to each of the renewed administrators with instructions to sign them by March 31, 2020.

Scott notified Bounds and the other administrators on the evening of March 24, following the Board's meeting, that she would be emailing the approved contracts to them the following day and that they had until March 31 to sign the contracts and return them to Scott. On the morning of March 25, Scott emailed to Bounds her contract and reiterated that she should sign the contract and return it by March 31. Within 20 minutes of receiving the email with the contract, Bounds replied to Scott noting that her vacation days had been reduced from 20 to 15; Scott followed up by telephone and told Bounds this was a matter she would need to take up with the Board president.[1]

Later that same day, Bounds was taken ill with what turned out to be a presumptive case of Covid-19. She went to the hospital emergency room that day and again two days later and was advised to quarantine at home for 14 days. It appears, though, that she was able to do some amount of work from home. She did not, however, sign the agreement

[1] The record indicates that the reduction in vacation days was a uniform change made to all of the administrator contracts. R. 92-16 at 34, Jacqueline Doss Dep. 126–27. Bounds testified that she made inquiries to the Board about the change but never received a reply. R. 92-16 at 29–30, Quintella Bounds Dep. 62–63, 114, 117.

Scott had emailed to her. Nor did she ask for more time to respond or tender the signed contract. On April 1, Scott telephoned Bounds to remind her that she had not returned the signed contract. Bounds replied that changes had been made to the contract and that she wanted her attorney to review the agreement. Scott warned her that the Board previously had released another administrator who did not sign an employment contract by the deadline for doing so. On the following day, Scott advised Bounds that the Board had requested that her position be posted as vacant in view of the fact that Bounds had not returned a signed contract for the following year. The position was in fact posted that same day, as was that of another administrator who had failed to sign and return her contract. On April 14, Bounds was formally notified by mail that her position had been posted as vacant given that she had not returned her signed contract. Bounds never did sign her contract nor did she re-apply for the position once it was posted. The position was filled in June 2020. Bounds worked through the end of that same month, completing the initial one-year term for which she had been employed.

Bounds filed this suit pursuant to 42 U.S.C. § 1983 against the District, the members of the School Board, and Scott contending, as noted, that the Board had deprived her of procedural due process by rescinding her employment agreement and posting her position as vacant without notice or the opportunity to be heard before it did so. Although the district court denied a motion to dismiss this claim, the court eventually granted summary judgment in favor of the defendants, reasoning that because Bounds had never signed the written employment contract presented to her and had not otherwise entered into an oral agreement with the School District for her continued employment, she lacked the property interest that

was necessary to support a procedural due process claim. *Bounds*, 2022 WL 1487332.

II.

As this case was resolved on summary judgment, we review the district court's judgment *de novo* and grant Bounds the benefit of a favorable review of the record evidence. *E.g.*, *Physicians Healthsource, Inc. v. A-S Medication Sols., LLC*, 950 F.3d 959, 964 (7th Cir. 2020).

A procedural due process claim requires proof that the defendants (1) engaged in conduct under color of state law, (2) that deprived the plaintiff of a protected property interest, (3) without due process of law. *Redd v. Nolan*, 663 F.3d 287, 296 (7th Cir. 2011). This case turns on the second of these elements, a protected property interest, and specifically whether Bounds had a legitimate expectation of continued employment with the District. This requires Bounds to show more than a "unilateral expectation" of a job on her part; she must have had a "legitimate claim of entitlement to it." *Bd. of Regents v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 2709 (1972). We look to state law as the source of a protected property interest. *Cromwell v. City of Momence*, 713 F.3d 361, 363–64 (7th Cir. 2013). In Illinois, employment other than for a fixed duration is presumed to be at will, *e.g.*, *Cheli v. Taylorville Cmty. Sch. Dist.*, 986 F.3d 1035, 1039 (7th Cir. 2021), and Bounds' contract for the 2019-20 school year expressly characterized her as an at-will employee, so her claimed right to continuing employment beyond that school year must have the support of a state statute, a local ordinance, a contract, or an understanding limiting her employer's discretion to keep Bounds on or let her go, *see Redd*, 663 F.3d at 296; *see also Colborn v. Trs. of Ind. Univ.*, 973 F.2d 581, 589–90 (7th Cir. 1992). Bounds looks to contract

law in support of her claim here, and indeed, "mutually explicit understandings" of continued employment may give rise to a property interest. *Omosegbon v. Wells*, 335 F.3d 668, 674 (7th Cir. 2003) (quoting *Crim v. Bd. of Educ. of Cairo Sch. Dist. No. 1*, 147 F.3d 535, 545 (7th Cir. 1998)). On the facts of this case, which involves the renewal of an employment contract, Bounds must show that the District extended her an offer for a second one-year term of employment and that she had accepted the offer, resulting in a binding agreement. *See Zemke v. City of Chicago*, 100 F.3d 511, 513 (7th Cir. 1996); *Lyznicki v. Bd. of Educ., Sch. Dist. 167, Cook Cnty., Ill.*, 707 F.2d 949, 951 (7th Cir. 1983).

Bounds' theory of the case boils down to this: When she and Scott met to discuss her evaluation in February, and Scott told her that she would recommend to the Board that her employment be renewed for the next school year without a raise and otherwise on the same terms as the previous year, and Bounds agreed to her continued employment on those terms, she and Scott arrived at a mutual understanding as to the provisions of her employment agreement for the following year, and all that remained was for the Board to ratify that understanding. Thus, Bounds reasons that when the School Board on March 24 voted to approve her continued employment for the following year, the Board entered into a binding, albeit unwritten agreement to employ her for another year on the terms she and Scott had discussed. In this regard, she argues that 105 ILCS 5/10-23.8a, which delineates a school district's authority to enter into employment contracts for school administrators, does not require that agreements of a year or less be in writing. Accordingly, in Bounds' view, the fact that she never signed a written agreement is immaterial: she still had an oral agreement with Scott and the Board that supported

her continued expectation of employment and serves as the property interest supporting her due process claim.

Bounds' argument, however, depends on an unreasonable interpretation of what the Board did on March 24 when it approved her employment agreement for the following year. Bounds concedes that Superintendent Scott lacked the authority to unilaterally renew her contract: only the Board had that authority. (Bounds Br. 25.) What Bounds posits about the Board vote on March 24 was that it was a vote to renew her employment, period, such that the vote can be paired with Scott's prior representation to her that she would be employed on the same terms as the previous year (with no raise) and her spoken assent to continued employment on those terms so as to yield an enforceable, oral agreement. But this theory wholly ignores the important qualifier that what the Board approved on March 24 was her employment *subject to* the terms set forth in the written contract that was subsequently emailed to her. Indeed, there appears to be no dispute that the reason why that vote was postponed from March 17 to March 24 was that the Board wanted certain revisions to the contracts for Bounds and the other administrators under consideration. It therefore defies reality to suggest that the Board's March 24 vote can somehow be divorced from the terms of the written employment contract tendered to Bounds. As the district court pointed out, the Board's vote was to approve "employment *agreements*," not "employment."2022 WL 1487332, at *6 (emphasis ours). And there is no evidence that the agreement the Board approved for Bounds was anything other than the written agreement that Scott subsequently emailed to her.

Bounds suggests that the minutes of the March 24 Board meeting are ambiguous as to what specifically was approved, and because a recording of neither that meeting nor the March 17 meeting is available,[2] she wants the court to indulge an inference that the Board's action can be construed in a way that is consistent with her theory that the Board's renewal of her employment was not tied to the terms of any written agreement. But there is nothing ambiguous about the Board minutes, particularly when one has in mind the reason why the vote on the renewal of Bounds' contract (and those of five other administrators) was postponed from March 17 to March 24: the Board wanted certain revisions incorporated into the written contracts. And without more, we do not agree that the lack of a recording of either meeting supports an inference in her favor as to the nature of the Board's vote.

Relatedly, Bounds makes too much of section 23.8a and the statutory language she reads as implicitly allowing unwritten employment agreements for terms of one year or less. For present purposes, we can accept Bounds' interpretation of the statute as to oral agreements. But in this instance, the Board was not entering into an oral agreement with Bounds—it offered her a written agreement. And standing alone, the statute does not give rise to a property interest as to Bounds' continued employment with the School District. The statute

[2] It appears that as the School Board transitioned from in-person to virtual meetings with the start of the Covid-19 pandemic, at least some Board meetings were not recorded. The district court was not convinced that a recording of the March 24 meeting had been made. R. 99 at 2, 6. The evidence as to whether a recording was made of the March 17 meeting was mixed, R. 99 at 3, but the court found no evidence that any such recording was deliberately destroyed in anticipation of litigation, R. 99 at 3–4.

merely speaks to what the Board had the statutory power to do and not to what actually happened here.

As Bounds has conceded, only the Board had the authority to enter into a binding agreement with her, and the written agreement sets forth the terms that the Board (as opposed to Scott) was offering to Bounds. Bounds may have been unhappy with the reduction in vacation days and whatever other revisions the Board had made to the written agreement. But the fact is, Bounds never signed the agreement, never asked for more time to consider the agreement, and never convinced the Board to change the terms.

In the briefs, Bounds makes much of the fact that it was not at all unusual for administrators like herself to be hired and to begin work without an executed written agreement. Bounds represents that she herself started work without a signed agreement in 2019. But any such prior occurrences get her nowhere here. The Board offered her renewed employment for the 2020-21 school year subject to the terms set forth in a written agreement that it tendered to her, and Bounds was expressly asked to sign the contract—signaling her acceptance—by a date certain. Whatever had occurred in the past, there is no dispute that Bounds was on notice in this instance that she was required to sign the tendered contract for the following year and to do so by the date Scott communicated to her. When the deadline passed and Scott called to remind Bounds that her signature was required, Bounds replied that she wanted to consult with her counsel about the revisions that had been made to the contract, thereby indicating that she was not yet prepared to accept the agreement. The fact is, Bounds *never* signed the agreement and thus never accepted the offer that the Board had extended to her. *See*

Lyznicki, 707 F.2d at 951 (plaintiff had no property interest in continued employment with school district when school board first voted to renew his contract but four months later, on recommendation of superintendent, voted *not* to renew his contract, and plaintiff had not signed a contract in the interim: "[N]o contract was signed. There was at most an offer; there was no acceptance."). Consequently, Bounds had no mutual understanding with the District and thus no enforceable expectation as to her continued employment for the following year.

There is no merit to Bounds' follow-up contention that the Board's deadline for signing the agreement was invalid because it was not set forth in the contract itself. Acceptance deadlines are *de riguer*, *see* 1 Williston on Contracts § 5:7 (4th ed. updated through Oct. 2022), and it is not out of the ordinary for such a deadline to be communicated separately without inclusion in the proposed contract itself. *See*, *e.g.*, *Golbeck v. Johnson Blumberg & Assocs., LLC*, 2017 WL 3070868, at *2 (N.D. Ill. July 19, 2017) (deadline for acceptance of loan modification agreement set forth in letter communicating offer). Scott's email communicated the Board's offer to Bounds: employment for the following year on the terms set forth in the attached contract, which if agreeable to Bounds she was to accept by signing the contract by the date specified in the email. There is no dispute that the deadline was communicated to Bounds, that she was aware of it, and that she at no time accepted the agreement by signing it, whether before or after the deadline.[3]

[3] We do not deem it significant that the deadline was not reflected in the minutes of the March 24 Board meeting at which the Board voted to (continued)

One can have sympathy for the fact that Bounds was ill during the week that she was given to review and sign the agreement. But she was able to do work during that period of time and, again, she never asked for more time to review the contract. Even when Scott warned her on April 1 that she was at risk of having her position posted, she did not belatedly sign the agreement. Nor did she re-apply for the position two weeks later when she was sent notice of the posting.

Under all of these circumstances, we agree with the district court that Bounds did not have a property interest subject to due process protections: she had not entered into an enforceable agreement with the Board for the 2020-21 school year and thus had no legitimate expectation of continued employment with the School District.

III.

For the foregoing reasons, we AFFIRM the district court's judgment.

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approve Bounds' contract for the 2020-21 school year. There is no dispute that the Board had the inherent authority to impose such a deadline on behalf of the School District and that it instructed Scott to transmit the proposed contract to Bounds with the deadline it chose. Given that the end of the 2019-20 school year was approaching and the School District was adapting to remote instruction as a result of the Covid-19 pandemic, the District had a need to know in a timely manner whether its administrators would accept the approved contracts for the following year and to find replacements if they did not.