

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 07-13779
Non-Argument Calendar

FILED
U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
December 21, 2007
THOMAS K. KAHN
CLERK

D. C. Docket No. 05-01246-CV-ORL-28-DAB

ELAINE M. MEREDITH,

Plaintiff-Appellant,

versus

SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA,
JONATHAN R. DAVIS,
individually and in his official capacity,

Defendants-Appellees.

Appeal from the United States District Court
for the Middle District of Florida

(December 21, 2007)

Before TJOFLAT, DUBINA and BLACK, Circuit Judges.

PER CURIAM:

Appellant Elaine M. Meredith filed suit in the United States District Court for the Middle District of Florida against appellees School Board of Osceola County, Florida, and Jonathan R. Davis, principal at Cypress Elementary School in Osceola County, alleging breach of contract, defamation, and violation of her constitutional rights. The district court granted summary judgment in favor of the appellees, and Meredith then perfected this appeal. We review *de novo* a district court's grant of summary judgment. *Battle v. Board of Regents for the State of Georgia*, 468 F.3d 755, 759 (11th Cir. 2006).

On appeal, Meredith challenges only the district court's entry of summary judgment on her claim under 42 U.S.C. § 1983 that the appellees violated her First Amendment rights by retaliating against her for her speech. The speech concerns a discussion that Meredith had with another teacher at Cypress Elementary School, where they both taught. After reviewing the record, and reading the parties' briefs, we conclude that the district court correctly concluded that Meredith's speech was not protected speech because her speech did not involve a matter of public concern but constituted mere gossip or rumors. Even if, however, we concluded that Meredith's speech was protected under the First Amendment, we would still conclude that the district court correctly granted summary judgment in favor of the appellees because Meredith's speech had nothing to do with the

decision not to renew her contract. The record evidence demonstrates that Meredith's contract was not renewed because she had mediocre lesson plans and because she had a negative impact on staff morale at Cypress Elementary School. Furthermore, the record demonstrates that the appellees made the non-renewal decision months before Meredith engaged in the conversation with her fellow teacher.

Because we conclude that there is no merit to any of the arguments that Meredith makes in this appeal, we affirm the district court's grant of summary judgment.

AFFIRMED.