STATE OF MICHIGAN

COURT OF APPEALS

BEVERLY GUIKEMA,

Plaintiff-Appellant,

v

BOARD OF EDUCATION OF THE NEWAYGO PUBLIC SCHOOL DISTRICT,

Defendant-Appellee.

UNPUBLISHED
July 7, 2000

No. 217782
Newaygo Circuit Court
LC No. 97-017242-CK

Before: Jansen, P.J., and Hood and Saad, JJ.

PER CURIAM.

Plaintiff appeals as right the order granting defendant's motion for summary disposition under MCR 2.116(C)(10). We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff was employed by defendant in an administrative position under a one year contract. After plaintiff failed to respond to complaints about irregularities in attendance reports, defendant conducted an investigation. Plaintiff was discharged for allowing dishonest and immoral practices regarding attendance reports to continue in contravention of direct instructions. Plaintiff was employed under an employment agreement from July 1, 1996 to June 30, 1997. Plaintiff was discharged August 26, 1996, less than two months into the contract period. She then filed her complaint on June 26, 1997.

Plaintiff brought this action asserting that defendant failed to provide her with the notice of nonrenewal required by MCL 380.1229; MSA 15.41229. Defendant moved for summary disposition pursuant to MCR 2.116(C)(10), attaching affidavits and portions of plaintiff's deposition in support. Plaintiff answered, but failed to file any documentary evidence. The trial court granted the motion, finding that the facts were not contested for purposes of the motion, and that defendant's action was neither arbitrary nor capricious.

The court properly found that plaintiff failed to raise a genuine issue of material fact. When a motion under MCR 2.116(C)(10) is supported as required, an adverse party may not rest on her

pleadings, but must by affidavits or otherwise set forth specific facts showing that there is a genuine issue for trial. MCR 2.116(G)(4); *Allen v Comprehensive Health Services,* 222 Mich App 426; 564 NW2d 914 (1997). Plaintiff failed to submit documentary evidence to show a genuine issue of fact for trial, and the court properly determined that no factual dispute was established.

MCL 380.1229(2); MSA 15.41229(2) requires a school board to give non-tenured administrators written notice of nonrenewal of a contract at least sixty days before the termination date of the contract. If the notice is not given, the contract is renewed for an additional year. Subsection (3) provides that nonrenewal may only be given for a reason that is not arbitrary or capricious.

In *Sanders v Delton Kellogg Schools,* 453 Mich 483; 556 NW2d 467 (1996), the Supreme Court construed the statutory predecessor to MCL 380.1229; MSA 15.41229. The Court found that a reassignment of duties constituted a nonrenewal of a contract, but it also cited with approval cases from this Court holding that an economic layoff did not constitute a nonrenewal of a contract. *Id.,* 489; *Roberts v Beecher Comm School Dist,* 143 Mich App 266; 372 NW2d 328 (1985); *Wessley v Carrollton School Dist,* 139 Mich App 439; 362 NW2d 731 (1984).

The purpose of the statute is to protect administrators from being arbitrarily removed from their administrative positions. *Sanders, supra,* 492. Proper notice allows the employee sufficient time to seek employment for other administrative positions. *Id.*

There is no basis for requiring plaintiff's contract to be extended under the circumstances of this case. The trial court properly found that the discharge was not arbitrary and capricious where plaintiff did not contest that she was responsible for the alteration of attendance records. Plaintiff's contract was terminated prior to the completion of its term, and defendant was not required to give additional notice to prevent the renewal of a contract which was no longer in effect.

Affirmed.

/s/ Kathleen Jansen
/s/ Harold Hood
/s/ Henry William Saad