

Summary of SC90912, *Craig Dydell v. Dr. Bernard Taylor*

Appeal from the Jackson County circuit court, Judge W. Brent Powell
Argued and submitted Oct. 20, 2010; opinion issued Feb. 8, 2011

Attorneys: Dydell was represented by George P. Coughlin and Matthew W. Geary of Dysart Taylor Lay Cotter & McMonigle PC in Kansas City, (816) 931-2700; and Taylor was represented by Derek T. Teeter, Allan V. Hallquist and Hayley E. Hanson of Husch Blackwell Sanders LLP in Kansas City, (816) 983-8000. The United States government, which filed a brief as a friend of the Court, was represented by Alisa B. Klein, Tony West and Mark B. Stern of the department of justice in Washington, D.C., (202) 514-1597; General Counsel Charles P. Rose, Stephen H. Fried and Mari Colvin of the department of education in Washington, D.C., (202) 401-8292; and Assistant U.S. Attorney Jerry L. Short of the Western District of Missouri in Kansas City, (816) 426-3122. The Missouri School Boards' Association and National School Boards Association, which also filed a brief as friends of the Court, were represented by Kelli Hopkins of Columbia, (573) 445-9920.

This summary is not part of the opinion of the Court. It has been prepared by the communications counsel for the convenience of the reader. It neither has been reviewed nor approved by the Supreme Court and should not be quoted or cited.

Overview: A student who was knifed while attending school appeals the trial court's grant of summary judgment against him in his negligence suit against the man who was the school superintendent at the time of the attack. In a unanimous decision written by Judge Laura Denvir Stith, the Supreme Court of Missouri affirms the trial court's judgment that the superintendent was immune from liability under a federal act that is binding on Missouri. Enactment of the act was within Congress' spending power authority under the United States Constitution, and the factual prerequisites to applying the act to the superintendent were satisfied.

Facts: Bernard Taylor was superintendent of the Kansas City school district in 2005, when Craig Dydell and James Whitehead were both students at the district's Central High School. Whitehead previously had been expelled from a charter school outside the district for attempting to bring a knife onto school property and had been treated at and released from a psychiatric hospital. One day in the fall of 2005, in Central's cafeteria, Whitehead attacked Dydell with a box-cutter knife, slicing Dydell's neck. Dydell survived and filed a negligence lawsuit against Taylor alleging that Taylor's failure to supervise Whitehead adequately or to inform school district staff of Whitehead's psychiatric and criminal history caused Dydell's injuries. Shortly before trial was to have begun, the trial court granted Taylor's motion for summary judgment based on the teacher immunity provision of the Paul D. Coverdell Teacher Protection Act of 2001, 20 U.S.C. sections 6731-6738 (2006). Dydell appealed, challenging the constitutional validity of the Coverdell Act and arguing that one of the requirements for the act's application to Taylor was not satisfied.

AFFIRMED.

Court en banc holds: (1) The Coverdell Act was a permissible exercise of Congress' power under the spending clause. The act provides immunity to administrators who are sued for harm caused by an act or omission on behalf of the school. Pursuant to its spending power, Congress

has authority to make a state's receipt of federal funding subject to certain conditions. Here, the Coverdell Act applies to states, such as Missouri, that receive federal funding under the federal Elementary and Secondary Education Act. The Coverdell Act also provides a mechanism by which a state it otherwise covers may pass a state statute opting out of its requirements. Missouri accepts such federal funding and has not enacted a statute opting out of the Coverdell Act. Moreover, the act meets the requirements necessary for Congress to impose a spending power condition permissibly. The act was enacted in pursuit of the general welfare, Missouri was on notice that accepting funds binds it to the operation of the immunity provision, the immunity provision has a rational relationship to the grant program's purpose and no independent constitutional provision bars imposing the immunity provision. The Coverdell Act also is not coercive; to the contrary, it plainly provides a means by which Missouri can elect to opt out of the act without losing any federal monies.

(2) The trial court did not err in finding the Coverdell Act's immunity provisions apply to Taylor. The Coverdell Act requires that an official's actions be "carried out in conformity with ... local laws (including rules and regulations) in furtherance of efforts to control, discipline, expel, or suspend a student or maintain order or control in the classroom or school." Dydell fails to show that Policy JGF, a written school district policy, is the type of local law to which the act refers. Moreover, Dydell did not show Taylor violated the policy. While Dydell is correct that the policy requires provision to "any teacher and other district employees with a need to know" of the portion of Whitehead's "Individualized Education Program (IEP) that is related to demonstrated or potentially violent behavior," it is undisputed that Whitehead's IEP (which Taylor had no role in drafting) contained no mention of "demonstrated or potentially violent behavior." Similarly, while Dydell argues that the policy required Taylor himself to inform teachers and other school district employees who have a need to know "of any act committed by a student in the district that is reported to the district by [law enforcement personnel] in accordance with state law," Taylor did not violate that provision. Whitehead was not a district student at the time of his prior conduct, the policy permits delegation of this duty, and there is no evidence that Taylor personally took on responsibility to ensure that specific information about specific students was transmitted to particular people and that he failed to fulfill any such obligation.