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**STATE OF MINNESOTA
IN COURT OF APPEALS
A09-272**

Joe Juranitch,
Relator,

vs.

Independent School District No. 270,
Respondent.

**Filed November 10, 2009
Writ of certiorari discharged
Lansing, Judge**

Independent School District No. 270

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Considered and decided by Hudson, Presiding Judge; Lansing, Judge; and Shumaker, Judge.

UNPUBLISHED OPINION

LANSING, Judge

In this appeal by writ of certiorari, Joe Juranitch challenges the Hopkins School District's decision to eliminate his position for the 2008-09 school year. Because

Juranitch filed his petition more than sixty days after the school district provided him with written notice of his termination, his petition is untimely and we discharge the writ.

F A C T S

Joe Juranitch petitioned for a writ of certiorari to challenge his discharge from employment in a nonlicensed, administrative position with the Hopkins School District. Juranitch's contract for the 2007-08 school year states that his employment agreement with the district will "continue from year to year as a continuing contract until such time as it is amended or terminated." The contract also states that the district "may terminate this [a]greement for 'just cause,'" but explicitly provides that, notwithstanding the continuing-contract and just-cause provisions, the district "reserves the right to reduce the position based on business needs."

In the spring of 2008, while planning for the 2008-09 school year, the district decided to eliminate Juranitch's position. This decision was part of a broader plan to reorganize the high school's administrative structure and to add a second assistant principal. Juranitch knew of the plan and was one of the honored guests at a farewell luncheon held by the school in the spring. Juranitch acknowledges that, at the end of the school year, he received an employee-status form, dated June 18, 2008. A copy of the employee form was also mailed to Juranitch in an envelope postmarked July 11, 2008. This form showed the details of his position in a boxed section labeled "previous status." In another boxed section entitled "new status," all of the spaces were left blank. And, in the center section entitled "Termination Info," a box indicating termination was checked and the termination date was stated as June 9, 2008. Under a section entitled "Type of

Action,” a box labeled “Other” was checked and a handwritten notation read “Budget reduction.”

Juranitch took no action in response to receiving the employee-status form until December 2008, when his attorney sent the district a demand letter claiming that the district violated Juranitch’s contract. The district responded by letter on December 18, denying a breach of contract and asserting that Juranitch had not timely appealed the decision by the only means available, a writ of certiorari to the court of appeals. On February 10, 2009, Juranitch petitioned for a writ, seeking review of the district’s decision.

D E C I S I O N

The exclusive means for challenging the employment decisions of a school board is by writ of certiorari to the court of appeals. *Dokmo v. Indep. Sch. Dist. No. 11*, 459 N.W.2d 671, 673 (Minn. 1990). The party seeking the writ must petition “within [sixty] days after . . . [receiving] due notice of the proceeding sought to be reviewed thereby.” Minn. Stat. § 606.01 (2008). To satisfy the due-notice requirement, an administrative body must follow its own rules or, in the absence of rules, must at a minimum provide notice “in writing [that is] . . . reasonably calculated to reach” the affected party. *Bahr v. City of Litchfield*, 420 N.W.2d 604, 607 (Minn. 1988). Timely application for the writ is a “jurisdictional prerequisite to judicial review.” *Roseville Educ. Ass’n v. Indep. Sch. Dist. No. 623*, 391 N.W.2d 846, 849 (Minn. 1986); *see also King v. Univ. of Minn.*, 387 N.W.2d 675, 677 (Minn. App. 1986) (discharging untimely writ), *review denied* (Minn. Aug. 13, 1986).

Juranitch filed a petition for a writ of certiorari in February 2009. He thus filed more than sixty days after personally receiving the employee-status form in June 2008 and another copy by mail in July 2008. If the form constitutes due notice of his termination, his appeal is untimely. Juranitch contends that the employee-status form is insufficient for two reasons. First, he asserts that it failed clearly to state that the board had terminated his contract and, second, that it did not inform him of his right to challenge the termination by writ of certiorari. He also contends that the procedure the district used to provide notice was inadequate.

Juranitch's assertion that the notice contained in the employee-status form lacks clarity is not supported by the record. The form he received included information on his "previous status" but left the "new status" blank, which plainly implied that his employment status had ended. The box in the middle, entitled "Termination Info," listed a "Term. Date" and had an "X" in the "Yes" box under the heading "Term. from Dist." This information is unambiguous. Furthermore, the "Type of Action" section has a box for "other," which was checked and a handwritten notation that said "Budget reduction." The reference to "Budget reduction" corroborated information Juranitch had received in the spring about the restructuring plan for the high school. Actual notice, without written notice, may not start the clock on the time to petition for certiorari. *In Re Judicial Ditch No. 2*, 163 Minn. 383, 384, 202 N.W. 52, 53 (1925). But it can provide additional and unmistakable context for the written notice the employee receives. Juranitch's knowledge of the reorganization and the district's farewell luncheon for him reinforce the

content of the employee-status form that plainly shows he was no longer employed by the district.

Juranitch also contends that the notice did not inform him of his right to appeal. The language of Juranitch's contract with the district does not address notice of his right to appeal. He is not covered by any statute that would require notice-of-appeal rights, and his contract therefore cannot grant him these rights. *See* Minn. Stat. § 122A.40, subds. 1, 7 (2008) (establishing rights upon termination for certain licensed employees); *Washington v. Indep. Sch. Dist. No. 625*, 590 N.W.2d 655, 658 (Minn. App. 1999) (stating that procedural rights are limited to district employees meeting statutory eligibility).

To the extent that constitutional due process imposes requirements on the content of a termination notice, this protection is only afforded public employees who have a legitimate expectation of continued employment. *Bd. of Regents v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 2709 (1972). Juranitch's contract did not promise continued employment because it expressly granted the district the "right to reduce [his] position based on business needs" and does not require the reduction to stop short of complete elimination. Like other untenured school employees, Juranitch did not have a "constitutional right to due process after his . . . employment expire[d] and the school decide[d] not to rehire him." *Phillips v. State*, 725 N.W.2d 778, 783 (Minn. App. 2007), *review denied* (Minn. Mar. 28, 2007).

Finally, we conclude that the procedure for the district's notice of Juranitch's employment termination was adequate. The district has not adopted formal rules for

terminating the employment of untenured, administrative employees; thus notice is generally sufficient if it is “in writing and . . . reasonably calculated to reach” the employee. *Bahr*, 420 N.W.2d at 607. The status form Juranitch received was in writing and was supplied to Juranitch in person and mailed to him at the address where he received this and previous employment-status forms. Juranitch asserts that he was entitled to notice under the rules governing termination of tenured teachers. But Juranitch did not satisfy the statutory criteria for these rules to apply and was therefore not among the employees that the district could provide with those rights in his contract or at the time of termination. *See Washington*, 590 N.W.2d at 658 (holding that procedural rights must be authorized by statute).

The employee-status form duly notified Juranitch of his termination in writing when he received it in June 2008 and when he received it again by mail in July 2008. Because he did not petition for a writ of certiorari within sixty days, his appeal is untimely and we discharge the writ. We therefore do not reach the merits of his argument that the district breached his employment contract.

Writ of certiorari discharged.