

May 16, the Monday after his graduation. Following Mark's exit meeting, James McGee, the director of human resources, and Nancy Kirch, the principal of the school at which the vacancy existed, informed Mark that they would recommend at the next school board meeting that he be offered the position. They reminded him, however, that the offer would be contingent on his passing the exam and becoming certified. Mark was excited by their announcement and assured them he would pass the exam and would be sending them a copy of the test results and certificate as soon as they arrived. He said he wanted the position and would be looking forward to getting the board's offer. On June 3 the school board met and voted to extend an offer to Mark.

On June 6, Mark called Mr. McGee to say that he had not been able to take the exam because he had broken his foot 2 days before the exam while playing softball in a church-sponsored softball league. The exam would not be offered again until July 15, but Mark assured Mr. McGee that he had already made application to take the exam at that time. Mr. McGee asked Mark if he had received the board offer yet, and Mark said yes and that he would return it along with his test result. Mr. McGee told him he did not need to wait for the test results, that in fact he should notify the board of his acceptance within the next couple of weeks.

When Mr. McGee had not received the written acceptance by July 1, he called Mark and was assured by Mark that he would put it in the mail that very day. On July 6, Mark called Mr. McGee and told him that he had just received an offer from another district for \$4,000 more than the Whiterock offer. Mark shared that he really preferred Whiterock but that the additional \$4,000 would make a big difference in his ability to pay off his student loans.

Questions

1. Balancing the district's need and Mark's actions thus far, what should Mr. McGee do? What options are there for making the Whiterock offer more competitive?
2. Is there a breach of contract if Mark accepts the second offer or if Whiterock withdraws its offer to Mark and makes one to Susan?
3. Suppose you offer the position to Susan. Would you be honest with her regarding the circumstances that have led to the belated offer? If Susan rejects the offer, how should the district proceed?
4. Is there an issue of professional ethics that should be reported to the state certification board or state board of education?
5. Some districts send a prospective teacher an "intent to hire" letter. How binding is this type of offer on a school district? On the prospective teacher?

CASE 10.2

Lot's Wife

Phil Harris, principal of Eastwater High School, received the following anonymous note: "You should see what goes on in the coaches' showers after swim practice. Jim Murphy and Elaine Lorenzo are sinners. Fornicators and adulterers have no place in this district." Within the next 2 weeks several more notes arrived alleging the same thing. The last one added, "If you don't do something about this, you are as much a sinner as they are and I will see that the school board destroys you as surely as God destroyed Lot's wife for looking upon the evil of Sodom." The notes had all been delivered through school mail, so Mr. Harris assumed the sender was someone within the school system.

Before the matter went any further, Mr. Harris felt compelled to meet with Jim and Elaine to share the essence of the letters with them. They both vehemently denied the allegations. However, they did admit that on three occasions they had both used the female coaches' showers after practice because of building