

**IN THE COURT OF APPEALS 12/29/95**

**OF THE**

**STATE OF MISSISSIPPI**

**NO. 94-CC-00574 COA**

**HENRY PHILLIPS, JR.**

**APPELLANT**

**v.**

**DREW SCHOOL DISTRICT**

**APPELLEE**

**PER CURIAM AFFIRMANCE MEMORANDUM OPINION**

THIS OPINION IS NOT DESIGNATED FOR PUBLICATION AND  
MAY NOT BE CITED, PURSUANT TO M.R.A.P. 35-B

TRIAL JUDGE: HON. GERALD E. BRADDOCK

COURT FROM WHICH APPEALED: SUNFLOWER COUNTY CHANCERY COURT

ATTORNEY FOR APPELLANT:

GAIL D. NICHOLSON

ATTORNEY FOR APPELLEE:

RICHARD G. NOBLE

NATURE OF THE CASE: TERMINATION OF EMPLOYEE BY SCHOOL BOARD

TRIAL COURT DISPOSITION: AFFIRMED NON-RENEWAL OF CONTRACT

BEFORE BRIDGES, P.J., KING, AND SOUTHWICK, JJ.

PER CURIAM:

The appellant, Henry Phillips, Jr. appeals from the decision of the chancery court affirming the decision by the school board to terminate his contract as principal by refusing to renew his contract for an additional year. Phillips claims that the superintendent acted in an arbitrary and capricious manner in terminating Phillips' contract and that the board violated various procedural due process rights. In addition, Phillips alleges that there was conflicting evidence in the record on the issue of his competency as a principal. Furthermore, Phillips claims that the hearing officer should not have been allowed to present an "order" to the school board, advising the board to terminate Phillips' contract.

In reviewing a non-renewal decision, this Court's focus of inquiry concerns whether the decision was made for a reason not specifically prohibited by law, and if the decision was made in accordance with the applicable legal requirements. In addition, this Court must also examine the record to see if the non-renewal decision is supported by substantial evidence which is not arbitrary or capricious. *Harris v. Canton Separate Pub. Sch. Bd. of Educ.*, 655 So. 2d 898, 902 (Miss. 1995). The standard of review in these cases is "a review of the record to determine if a decision of the School Board is unlawful because it is not supported by any substantial evidence and/or is arbitrary and capricious." *Byrd v. Greene County Sch. Dist.*, 633 So. 2d 1018, 1022 (Miss. 1994); *Spradlin v. Board of Trustees*, 515 So. 2d 893, 898 (Miss. 1987).

The Mississippi Supreme Court has stated that the only grounds for dismissal which are "prohibited by law" are constitutional grounds. *Harris*, 655 So. 2d at 898. Phillips has failed to show a violation of his constitutional rights or that he was deprived of all processes he was due under the law. As to the issue of conflicting testimony, this Court will give great weight and deference to the prerogatives of school administrators in the discharge of their responsibilities. *Clinton Mun. Separate Sch. Dist. v. Byrd*, 477 So. 2d 237, 240-42 (Miss. 1985). Furthermore, the board is entitled to determine which testimony it will give the most weight when conflicting testimony is presented. *Everett v. Board of Trustees*, 492 So. 2d 277, 283 (Miss. 1986).

For the foregoing reasons, we are unable to disturb the chancellor's ruling affirming the findings of the school board.

**THE JUDGMENT OF THE SUNFLOWER COUNTY CHANCERY COURT IS AFFIRMED.  
COSTS ARE TAXED TO THE APPELLANT.**

**FRAISER, C.J., BRIDGES AND THOMAS, P.JJ., BARBER, COLEMAN, DIAZ, KING,  
McMILLIN, PAYNE, AND SOUTHWICK, JJ., CONCUR.**