

***Darchak v. City of Chicago Bd. of Education*, No. 08-2732 (9/3/09). Appeal, N.D. Ill., E. Div. Affirmed and reversed in part and remanded.**

A Polish bilingual probationary teacher claims that the non-renewal of her one-year contract was due to the principal's discriminatory animus toward people of Polish nationality and retaliation for complaints that her temporary assignment to teach Spanish-speaking students was in violation of the *No Child Left Behind Act*. Dismissed in district court, the teacher appealed to the Seventh Circuit.

In order for a retaliatory discharge claim to prevail, the employee must have, in fact, been discharged and the reason for such must violate a clear mandate of public policy. The court ruled that those points were not satisfied here, noting that the non-renewal of a fixed-term contract is not considered a discharge, and that Illinois courts have not recognized, and were not likely to recognize, a claim for retaliatory discharge based upon a reported violation of NCLB's declaration that "all children have a fair, equal, and significant opportunity to obtain a high-quality education." Conversely, on the claim of national origin discrimination, the court ruled that even though the teacher's reports of discriminatory remarks allegedly made by the principal were heard only by the teacher and were not timely reported by her, the subsequent discipline received and eventual non-renewal of her employment contract amounts to a question of intent suitable for a jury.