IN THE UNITED STATES COURT OF APPEALS

FOR THE FIFTH CIRCUIT

No. 92-2885

LOANNE BOUDREAUX,

Plaintiff-Appellant,

versus

SAN JACINTO COLLEGE DISTRICT, ET AL.,

Defendants-Appellees.

Appeal from the United States District Court
for the Southern District of Texas
CA H 90 3378

(June 28, 1993)

Before GOLDBERG, HIGGINBOTHAM, and DAVIS, Circuit Judges.

PER CURIAM:*

The district court granted defendants' motion for summary judgment rejecting Dr. Boudreaux's contention that the school district's nonrenewal of her contract denied her due process and violated her rights under the First Amendment.

Dr. Boudreaux's procedural due process claim fails for lack of a property interest under Texas law. She contended that the board created a property interest in her continued employment when it

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*Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

voted to renew her contract and then changed its mind before officially disclosing its decision to her. This case is controlled by Cannon v. Beckville Indep. School Dist., 709 F.2d 9 (5th Cir. 1983), wherein we concluded on similar facts, that in the absence of guidelines and regulations giving it legal force, the later rescinded board decision created no property interest. In Cannon, we distinguished Gosney v. Sonora Indep. School Dist., 603 F.2d 522 (5th Cir. 1979), in which the school board's policies and administrative procedures made the first decision of the board a "legal, binding action." Id. at 525. Here, the school board's summary judgment evidence that local practice required the execution of a signed contract met no legally sufficient response.

We have examined carefully the summary judgment evidence regarding Dr. Boudreaux's asserted speech rights. We are persuaded that, at best, she spoke only on matters of personal interest and brings to us no more than a personnel dispute. Connick v. Meyers, 461 U.S. 138 (1983).

AFFIRMED.