



Plaintiff's evidence . . . might religious reason--premarital s pretext. Contrariwise, a jury school's decision was made] religious beliefs. . . . Or it mi Plaintiff's version of the in circumstances, a decision b community in a jury trial is ap

995 F. Supp. at 360-61. The different. Cline has introduced out a *prima facie* case, and suf question St. Paul's proffered rea law entitles her to make her ca these reasons, we **REVERSE** judgment on the discrimination contract claims.

analyzing discrimination claims brought under the Ohio Civil Rights Act, Ohio Rev. Code Ann. § 4112. *See Ohio Civil Rights Comm'n v. Ingram*, 630 N.E.2d 669, 672 (Ohio 1994) (holding that federal caselaw interpreting and applying Title VII is generally applicable to cases involving Chapter 4112); *Plumbers & Steamfitters Joint Apprenticeship Comm. v. Ohio Civil Rights Comm'n*, 421 N.E. 128, 131-32 (Ohio 1981) (applying *McDonnell Douglas*). This is no different for discrimination claims brought against sectarian schools. *See Basinger v. Pilarczyk*, 707 N.E.2d 1149, 1150-51 (Ohio Ct. App. 1997) (stating that the *McDonnell Douglas* analysis applies when teacher sues a sectarian school). For the same reasons that Cline is entitled to pursue her federal discrimination claim before a trier of fact, she is equally entitled to press on with her claim under Ohio's Civil Rights Act.

**E.**

We agree with the district court that Cline's contract claims are meritless. The contract itself was for a one-year term, to end on June 30, 1996, with no express or implied right to renewal. Its terms were fulfilled. Her promissory estoppel claim also lacks merit. To win under a theory of promissory estoppel, a plaintiff must show "detrimental reliance of the promisee upon the false representations of the promisor." *Karnes v. Doctor's Hosp.*, 51 Ohio St. 3d 139, 142 (1990). Although Cline generally alleged that she was unsuccessful in finding work immediately after she was informed of her non-renewal, she presented no evidence showing that she detrimentally relied on the school's implication that her contract would be renewed, or that she was injured by that reliance. Thus, the district court correctly granted summary judgment for St. Paul on her promissory estoppel claim.

**IV.**

When faced with a similar fact situation in *Ganzy*, Judge Weinstein of the Eastern District of New York concluded:

RECOMMENDED FOR FULL  
Pursuant to Sixth C

ELECTRONIC CITATION: 1999  
File Name: 99

**UNITED STATES CO**

FOR THE SIXT

LEIGH CLINE,  
*Plaintiff-Appellant,*

v.

CATHOLIC DIOCESE OF  
TOLEDO; CATHOLIC  
DIOCESAN SCHOOL OF  
TOLEDO; ST. PAUL  
ELEMENTARY SCHOOL;  
HERBERT J. WILLMAN,  
Administrator St. Paul  
Elementary School,  
*Defendants-Appellees.*

Appeal from the United  
for the Northern Distric  
No. 97-07472—James G

Argued: Octob

Decided and Filed: D

Before: JONES, MOORE, and GILMAN, Circuit Judges.

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**COUNSEL**

**ARGUED:** David W. Leopold, DAVID WOLFE LEOPOLD & ASSOCIATES, Cleveland, Ohio, for Appellant. Gregory T. Lodge, SHUMAKER, LOOP & KENDRICK, Toledo, Ohio, for Appellees. **ON BRIEF:** David W. Leopold, DAVID WOLFE LEOPOLD & ASSOCIATES, Cleveland, Ohio, for Appellant. Gregory T. Lodge, SHUMAKER, LOOP & KENDRICK, Toledo, Ohio, for Appellees.

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**OPINION**

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JONES, Circuit Judge. Plaintiff-Appellant Leigh Cline (“Cline”) brought a pregnancy discrimination suit against Defendants-Appellees, Catholic Diocese of Toledo, et al., (“St. Paul”), under Title VII and Chapter 4112 of the Ohio Revised Code. She also asserted claims for breach of contract and promissory estoppel. Cline appeals the summary judgment granted by the district court in favor of St. Paul on all four claims. For the following reasons, we reverse in part and affirm in part.

**I.**

St. Paul Elementary and High School employed Leigh Cline as a teacher from June 1994 until St. Paul decided not to renew her contract after the 1995-1996 year. St. Paul is a parish of the Roman Catholic Church located within the Catholic Diocese of Toledo. The defendants-appellees in this case include St. Paul Elementary School, the Catholic Diocese of Toledo, the Catholic Diocesan School of Toledo and Father Herbert J. Willman. Father Willman is

Willman “has explained that significant only because it a decision to have premarital disagreement is a crucial dispute rather than reserving it for the trial. The court has favored the school’s explanation the same throughout its brief, crediting St. Paul’s factual contentions. The district court must not “weigh the truth of the matter” at the *Anderson*, 477 U.S. at 249.

Finally, St. Paul’s frequent conclusion that Boyd’s claim is discredited, does not help its argument. I review an order of summary judgment. Its affirmance on no support for St. Paul’s argument to a trial at all. Indeed, the facts have weighed vigorously against the *Boyd* Court considered in its holding whether the school’s policy was a premarital sex--underscores that dispute over the most important highlights the district court’s judgment.

**D.**

We also reverse the district court’s decision on the discrimination claim under *Onyiah* and the same *McDonnell Douglas* analysis.

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<sup>7</sup>On a number of occasions, St. Paul’s testimony over Cline’s. *See, e.g.*, St. Paul’s testimony cannot do on summary judgment.

pregnancy sooner. She also produced some evidence showing the school may have focused more on the fact of her pregnancy than her sexual activity. For instance, she testified to conversations and produced statements in which school officials explicitly discussed her “pregnancy” rather than her sexual actions. Finally, Cline adduced evidence that the policy was not applied equally among men and women. St. Paul officials acknowledged in their depositions that Cline’s pregnancy alone had signaled them that she engaged in premarital sex, and that the school does not otherwise inquire as to whether male teachers engage in premarital sex. At oral argument, counsel for St. Paul conceded the same--that it was only Cline’s pregnancy that made it evident that she had engaged in premarital sex. These admissions raise an issue of material fact as to whether St. Paul enforces its policy solely by observing the pregnancy of its female teachers, which would constitute a form of pregnancy discrimination.

No doubt, St. Paul may have sharp retorts to many of Cline’s factual claims. Indeed, many of its responses could well convince a trier of fact of its case. But at this stage in the trial, the district court’s and our role is not “to weigh the evidence and determine the truth of the matter,” *Anderson*, 477 U.S. at 249, but “to determine whether there is a genuine issue for trial.” *Id.* To do so, the court must look at the evidence and make all reasonable inferences in the light most favorable to Cline. *See National Enterprises, Inc.*, 114 F.3d at 563. If, in that light, “the evidence is such that a reasonable jury could return a verdict for the nonmoving party,” a trial -- and not summary judgment -- is warranted. *Anderson*, 477 U.S. at 248. Observed in a light most favorable to her, Cline has clearly offered evidence sufficient to leap this hurdle.

The district court’s contrary conclusion reflects an errant approach to the summary judgment stage. At each step of its analysis, rather than drawing inferences in Cline’s favor, the court credited St. Paul’s account over Cline’s. For instance, the court rebuts Cline’s statements that conversations with Fr. Willman centered on her pregnancy by finding that Fr.

responsible for all religious including oversight of the parish

After graduating from Bowling teaching at St. Paul as an elem June 1994, she was awarded a fu position for the 1994-1995 schoo math class duties, and also tea coaching girls’ basketball. Aft renewed Cline’s teaching contra term and granted her request Cline’s position as a secon significant training and ministr provided daily religious instruct to Mass on a regular basis, and students for the sacraments o Communion. Cline acknowledged Paul required her to “build and “integrate learning and faith,” an in her students.

For each of her two years at S was governed by the standard S contract (titled the “Teacher-Min as well as the “Affirmations for of Toledo” (“the Affirmation”), each year. In addition to layin duration and other routine as Contract incorporates the pro document as part of its ter Affirmation outlines the minis “teacher/minister,” including th statement that the signer “beli Catholic Church, [its agenc characteristics that make it diffe agencies and institutions;” 2) a “work[] diligently to maintain Church and its members,” and t [the signer] will reflect the value

statements that the signer believes in “mutual trust” and “open communication;” and 4) a statement by the signer that she “is more than a professional.” J.A. at 96. The Contract also incorporates the Teacher Handbook, which states that the mission of the school is to “instill in our children the Gospel message of Jesus Christ.” J.A. at 277.<sup>1</sup> Neither the Teacher’s Handbook nor the Affirmation explicitly states, nor was Leigh Cline ever expressly informed--in writing, orally or otherwise--that premarital sex comprised a violation of the terms of either the Contract or the Affirmation.

In the fall of 1995, Cline and her boyfriend (now husband) Tom Cline met with Fr. Brickner, the associate pastor of St. Paul Church, to discuss their intention to marry. The Clines married at St. Paul in February 1996. In early March, Leigh Cline informed the assistant principal, Stephen Schumm, and other St. Paul teachers that she was pregnant. Around late March or early April, Cline became visibly pregnant and began to wear maternity clothing to school. Based on his observation of Cline’s pregnancy, Fr. Willman<sup>2</sup> correctly concluded that she had engaged in premarital sex.

On learning that she had engaged in premarital sex, St. Paul officials did not immediately terminate Cline. Instead, Fr. Willman considered “all options,” including immediate termination. Ultimately, according to Fr. Willman, he decided that the most appropriate course of action was to permit Cline to continue teaching for the remainder of the

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<sup>1</sup>The Handbook describes the mission statement and broad philosophy of the school, and lays out more specific matters of school policy and administration, including describing teachers’ “religious responsibilities” (e.g., teachers are “expected to uphold, by word and example, all truths, values, and teachings of the Roman Catholic church,” J.A. at 277), general “staff policies,” “staff certification and other requirements,” and teacher salary and benefit provisions. J.A. at 277-94.

<sup>2</sup>In her deposition, Cline acknowledged that her pregnancy resulted from sex before her marriage.

Because Cline enjoys a “full a this showing, *Burdine*, 450 U several avenues of discovery. F discrimination directly by sho reason more likely motivated th the employer proffered. *Id.* at 25 show “pretext” by showing “th explanation is unworthy of cred discrimination context in particu St. Paul enforced its premarital s manner--against only pregnan women. *See Boyd*, 88 F.3d at 4 violates Title VII if, due purely t become pregnant [and] [m]en c at 344, it punishes only women those relations are revealed th *Vigars v. Valley Christian Ctr.*, Cal. 1992) (stating that an anti-p Title VII if it is enforced solely t because such a policy subjects “ “for something that men wou discrimination, regardless of the disparity”). In other words, a s observation or knowledge of pre detecting violations of its prema

In assessing Cline’s attempts court far too hastily sided with S is a tightly-waged battle. C concrete evidence casting into proffered--that it decided not to she had violated its blanket po Most importantly, she presente continued to view her as suffic complimentary evaluation (men and “professional” life), its con for some time before opting t Willman’s suggestion in the rec worked out differently” had

the plaintiff.” *Id.* To do this, “the defendant must clearly set forth . . . the reasons for the plaintiff’s rejection,” and that explanation “must be legally sufficient to justify a judgment for the defendant.” *Id.* at 255.

St. Paul satisfied this burden by asserting that it did not renew Cline’s contract because she violated her clear duties as a teacher by engaging in premarital sex. This conclusion squares with *Boyd* and *Ganzy*, where schools articulated similar reasons as their motivation for termination. *See Boyd*, 88 F.3d at 414 (agreeing with the district court’s conclusion that the defendant “articulated a legitimate, non-discriminatory reason by stating that it fired plaintiff Boyd not because she was pregnant, but for engaging in sex outside of marriage”); *Ganzy*, 995 F. Supp. at 359 (stating that the defendant-school “discharge[d]” its burden of production when it “stated that Ganzy violated its religious teachings by engaging in premarital sexual activity”). As in those cases, St. Paul has “simply explain[ed] what [it] has done [and] produce[d] evidence of legitimate nondiscriminatory reasons.” *Burdine*, 450 U.S. at 256.

(b) *Showing of Pretext.*

The presumption of discrimination having been rebutted, “the factual inquiry proceeds to a new level of specificity,” with Cline shouldering the burden of “demonstrat[ing] that the proffered reason was not the true reason for the employment decision.” *Burdine*, 450 U.S. at 255-56. This burden “merges with the ultimate burden of persuading the court that she has been the victim of intentional discrimination.” *Id.* Once again, therefore, Cline must answer the ultimate question: did St. Paul discriminate against her “because she was pregnant,” or “for engaging in sex outside of marriage” in violation of the school’s moral code? *Boyd*, 88 F.3d at 414; *see also Ganzy*, 995 F. Supp. at 349; *Dolter*, 483 F. Supp. at 270.

school year, without renewing h  
finished. On May 3, 1996, Fr.  
conference that “under the c  
“would not renew her contract o  
year.” According to Fr.  
“circumstances” he was refer  
became pregnant before she got  
formal letter explaining the  
contract, sent May 4, Fr. Willm

We expect our teachers to be  
for our children. . . . It is stated  
agreement that ‘by word and e  
values of the Catholic Chur  
community have serious con  
marries and is expecting a  
wedding date. We expect tea  
St. Paul to observe the 6 m  
marriage. . . . The Church  
intercourse outside of marri  
breach of contract/working ag

J.A. at 313. Cline continued tea  
end of the school year. Her chil

Cline disputes some of St. Pau  
preceding her non-renewal.  
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stated that it was due to her preg  
according to Cline, he did not m  
also presents other evidence c  
assertion that, after discovering  
decided to retain her only throug  
1996 school year. In particula  
Teacher Performance Evaluatio  
two months after the school conc  
sex. In addition to noting her  
almost all of fifteen objective  
praised Cline for “adjust[ing]

changing year in regard to [her] classroom reassignment and personal life.” J.A. at 183.<sup>3</sup> Finally, the evaluation implied that a contract renewal would be forthcoming for the following year, concluding: “Your class of 2nd grade students is well managed and respectful. I would expect continued growth for the 1996-97 school year.” J.A. at 183.

On October 11, 1996, Cline filed a charge of discrimination with the Equal Employment Opportunity Commission. The EEOC issued a Notice of Right to Sue, and on June 17, 1997, Cline filed her complaint in the district court claiming illegal sex and pregnancy discrimination under Title VII, 42 U.S.C. § 2000e et seq., and Chapter 4112 of the Ohio Revised Code. She also brought claims for breach of contract and promissory estoppel. On January 30, 1998, defendants filed their Motion for Summary Judgement. Finding that Cline had failed to make out a *prima facie* case of discrimination, the court granted summary judgment on April 3, 1998. This timely appeal followed.

## II.

We review *de novo* a district court’s grant of summary judgment, using the same Rule 56(c) standard as the district court. See *Terry Barr Sales Agency, Inc. v. All-Lock Co., Inc.*, 96 F.3d 174, 178 (6th Cir. 1996). Under that standard, summary judgment is appropriate where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Fed. R. Civ. P. 56(c). In deciding a motion for summary judgment, we assess the factual evidence and draw all reasonable inferences in favor of the non-moving party. See *National Enterprises, Inc. v. Smith*, 114 F.3d 561, 563 (6th Cir. 1997). Merely alleging

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<sup>3</sup>Father Willman stated in his deposition that he had read these positive evaluations.

improperly applied that justific *prima facie* stage.

There is little reasonable disp qualified for the teaching positio that [s]he was qualified, [the pla was performing . . . ‘at a level legitimate expectations.” *McDo* evidence Cline presented of her and in particular her positive Ap than enough to meet this standa allowed her to keep teaching f further bolsters this showing. S *prima facie* case.

## 2. Production a

Because Cline has successfu case, we next must consider the satisfy its burden of producing for the non-renewal, and can establishing that this reason was court concluded that St. Pa articulating a non-discriminator that Cline did not successfully pretext. While we agree wit disagree with the second.

### (a) *Burden of Production*

First, we agree with the d successfully articulated a non-d actions. The burden on St. Paul of discrimination by producing e rejected . . . for a legitimate, *Burdine*, 450 U.S. at 254. Thi although “[t]he defendant need was actually motivated by the pro “a genuine issue of fact as to wh

*prima facie* phase. In *Boyd*, the teacher’s qualification for the job was simply not a contested issue even though she violated the school’s extramarital sex policy. See 88 F.3d at 413. In *Ganzy*, the district court held plainly that the plaintiff was “qualified for the position she held and was satisfactorily performing her job” even though she had engaged in premarital sex in violation of the school’s religious principles. *Ganzy*, 995 F. Supp. at 359.<sup>6</sup> In sum, both logic and precedent dictate that the district court reserve for the rebuttal stage its assessment of the justification St. Paul “produced” to explain its decision not to renew Cline. Here, the court has

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<sup>6</sup>We are unpersuaded by St. Paul’s broad reference to other discrimination cases where a plaintiff lost at the *prima facie* stage because he or she was not otherwise qualified for the position. See St. Paul’s Br. at 15. We do not question that there are instances where plaintiffs have lost at the *prima facie* stage because they were unqualified. But both cases that defendant points to, *Ang v. Procter & Gamble Co.*, 932 F.2d 540 (6th Cir. 1991) (racial discrimination claim) and *McDonald v. Union Camp Corp.*, 898 F.2d 1155 (6th Cir. 1990) (age discrimination claim), involve plaintiffs whose job performances were lacking for reasons independent of their claims of discrimination. The district court here, on the other hand, rejected Cline as unqualified because she failed to meet the very standard that she claims was used as a pretext for discrimination.

St. Paul and the district court also point to the 1998 decision in the Northern District of Ohio as supportive precedent for the Court’s decision. See *Gosche v. Calvert High School*, 997 F. Supp. 867 (N.D. Ohio 1998), *aff’d* by 181 F.3d 101, 1999 WL 238649 (6th Cir. 1999) (unpublished decision). This reliance on *Gosche* is flawed. In *Gosche*, the court did indeed dismiss plaintiff’s claim under the “qualification prong”: because Gosche was having a sexual affair with a married man, she was not fulfilling a similar Affirmation to the Catholic school she worked for, and was therefore not qualified. Unlike Cline, however, Gosche did not argue that the policy which she failed to meet was a “pretext” for gender discrimination; she only argued that it was “not relevant” to her qualifications as a teacher. *Id.* at 871. The judge correctly concluded that it was. See *id.* at 872. If Gosche had asserted that the enforcement of the school’s policy constituted a pretext for gender discrimination, as Cline has in this case, then the district court would not have been able to use that alleged pretext to deem her unqualified for the position. As here, it too would have needed to assess that policy at the rebuttal stage.

the existence of a factual dispute summary judgment motion; rat record a genuine issue of material fact. See *Liberty Lobby, Inc.*, 477 U.S. 24

### III.

#### A.

Title VII’s prohibition on discriminate “because of [an] individual’s race, color, religion, sex, or national origin” § 2000e-2(a)(1), applies with al discriminate on the basis of § 2000e(k);<sup>4</sup> *Shaw v. Delta Air Lines, Inc.*, 498 U.S. 271 (1983); *Newport News Shipbuilding & Dry Dock Co. v. EEOC*, 462 U.S. 669 (1983); *B Memphis, Inc.*, 88 F.3d 410, 41 manifested its belief that discrimination constitutes discrimination based discrimination on the basis of pregnancy in the same manner as any other discrimination brought pursuant to Title VII.” a claim requires that the plaintiff case of unlawful discrimination pregnant, 2) she was qualified subjected to an adverse employment decision. See *id.* If the plaintiff a nexus between her pregnancy decision. See *id.* If the plaintiff *prima facie* case, the burden defendant to articulate a “legitimate reason” for its actions. *Id.* (citing *Affairs v. Burdine*, 450 U.S. 248, 256). If the plaintiff defendant fails to satisfy this burden defendant satisfies this burden intentional discrimination is neg

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<sup>4</sup>According to Section 2000e(k), among other things, “on the basis of a medical condition.” 42 U.S.C. § 2000

prove by a preponderance of the evidence that the defendant intentionally discriminated against her. She may do this by showing that the “non-discriminatory” reasons the employer offered were merely a pretext for intentional discrimination. *See id.*

The Congressional drafters of the 1964 Civil Rights Act recognized the sensitivity surrounding the status of religious groups and institutions. Thus, while Title VII exempts religious organizations for “discrimination based on religion,” it does not exempt them “with respect to all discrimination . . . . [] Title VII still applies . . . to a religious institution charged with sex discrimination.” *Id.*; *see also Rayburn v. General Conference of Seventh-Day Adventists*, 772 F.2d 1164, 1166 (4th Cir. 1985) (“Title VII does not confer upon religious organizations a license to make [hiring decisions] on the basis of race, sex, or national origin.”). Because discrimination based on pregnancy is a clear form of discrimination based on sex, religious schools can therefore not discriminate based on pregnancy. *See Boyd*, 88 F.3d at 413-14; *Ganzy v. Allen Christian Sch.*, 995 F. Supp. 340, 349 (E.D.N.Y. 1998) (stating that restrictions on pregnancy “are not permitted because they are gender discriminatory by definition”); *Dolter v. Wahlert High Sch.*, 483 F. Supp. 266, 270 (N.D. Iowa 1980) (stating that a school has violated Title VII if it terminates a plaintiff for pregnancy alone). In suits like Cline’s, courts have made clear that if the school’s purported “discrimination” is based on a policy of preventing nonmarital sexual activity which emanates from the religious and moral precepts of the school, and if that policy is applied equally to its male and female employees, then the school has not discriminated based on pregnancy in violation of Title VII. *See Boyd*, 88 F.3d at 414-15; *Ganzy*, 995 F. Supp. at 344; *Dolter*, 483 F. Supp. at 270.

The central question present here, therefore, is whether St. Paul’s nonrenewal of her contract constituted discrimination based on her pregnancy or a gender-neutral enforcement of the school’s premarital sex policy. While the former violates

employer, a district court could the *prima facie* stage simply because the non-discriminatory reason for the test is a non-discriminatory for the position), and would challenge that test before she could that the reason is pretextual. The Paul’s purported “non-discriminatory measuring stick of Cline’s qualification stage, has done exactly that. The Supreme Court’s intent that this burden to plaintiffs, and should rebuttal stage.

The district court compounded a plaintiff in Cline’s position could she “were able to demonstrate she the job qualifications” were dis other words, the court would rule their *prima facie* case that the qualifications being measured -- and which themselves discriminatory. But such a proof at the *prima facie* stage a relatively light burden of making the later and more onerous task of of the evidence that the defendant a pretext for discrimination. On plainly and improperly imported *McDonnell Douglas* test into the case again, this conflation may preclude a case since she generally has met evidence at the rebuttal stage that *Cf. Hollins*, 104 F.3d at 861-62

Unsurprisingly, precedent discrimination context also Consistent with the analysis above like this have largely been waged

*Burdine* and *McDonnell Douglas* “established an allocation of the burden of production and an order for the presentation of proof” to meet “the goal of ‘progressively sharpen[ing] the inquiry into the elusive factual question of intentional discrimination’”; *United States Postal Service Bd. of Governors v. Aikens*, 460 U.S. 711, 716-17 (1983) (chastising a judge for “erroneously focus[ing] on the question of prima facie case rather than directly on the question of discrimination”); *Hollins*, 104 F.3d at 861 (criticizing a district court decision which did not distinguish between the stages of the *McDonnell Douglas* inquiry). There are a number of reasons that conflating the distinct stages of the inquiry destroys the careful issue “sharpening” *Hicks* emphasizes, and risks halting the required inquiry prematurely. First, a plaintiff has more avenues to make her case for discrimination in the rebuttal phase than during the *prima facie* phase. See generally *Hollins*, 104 F.3d at 861 (noting the different amounts of evidence at the different stages). Moreover, the burden-shifting analysis of *McDonnell Douglas* exists, in part, to resolve “the disparity in access to information between employee and employer regarding the employer’s true motives for making the challenged employment decision.” *Walker v. Mortham*, 158 F.3d 1177, 1192 (11th Cir. 1998). Requiring a rebuttal by the defendant “frame[s] the factual issue with sufficient clarity so that the plaintiff will have a full and fair opportunity to demonstrate pretext.” *Burdine*, 450 U.S. at 255-56. A court that requires a plaintiff to show that a given standard is non-discriminatory before even requiring the defendant to produce its rebuttal is thus undermining the very purpose and structure of the *McDonnell Douglas* test. This is precisely what the district court has done in this case.

Cline is thus correct when she argues that the district court’s approach would defeat the effort of any plaintiff to get beyond the *prima facie* stage. An example from a more straightforward employment suit clearly illustrates her point. For instance, were a female employee to challenge as intentionally discriminatory a test administered by her

Title VII, the latter does not. This to be resolved on summary judgment insufficient evidence to create relevant material facts. Because sufficient evidence to create summary judgment was inappro

## B.

The district court granted St. judgment, agreeing with the school Cline’s claims.

First, the court found that C *facie* case of discrimination because she did not satisfy t showing she was qualified for premarital sex, she had viola Affirmation, and her promise un to the principles of the Catholic own actions therefore render teaching position. In making court reasoned that cases like *Do* for summary judgment for simi claims, were distinguishable be proof that the premarital sex poli and women. In *Dolter*, such a s

The district court next reason out a prima facie case, she had Paul’s “non-discriminatory” rea a mere pretext for pregnancy di so, the court parsed through th statements, finding that they de pregnancy that motivated the t

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<sup>5</sup>The district court stated that the satisfied. This is undisputed by St. Pa

premarital sex. J.A. at 338. The court distinguished the *Ganzy* case – where the district court refused to grant a motion of summary judgment for similar circumstances – by the fact that Ganzy had been able to show more decisively that the discrimination was rooted in her pregnancy.

The court also set aside Cline’s breach of contract and promissory estoppel claims. The contract claim failed because the contract was “fully performed,” J.A. at 341, while the promissory estoppel claim failed because Cline did not show any detrimental reliance.

### C.

Looking anew at the record, we conclude that the district court fundamentally misapplied the *McDonnell Douglas* test.

#### 1. The *Prima Facie* Case

First, the district court improperly rejected Cline’s *prima facie* case. In fact, the court’s analysis of the “qualified” prong improperly precludes Cline from being able to challenge the policy she claims to be discriminatory. This contravenes the very purpose for the *prima facie* stage set out in *McDonnell Douglas* and *Burdine*.

The *prima facie* requirement for making a Title VII claim “is not onerous,” *Burdine*, 450 U.S. at 253, and poses “a burden easily met.” *Wrenn v. Gould*, 808 F.2d 493, 500 (6th Cir. 1987). This is because the *prima facie* phase “merely serves to raise a rebuttable presumption of discrimination by ‘eliminat[ing] the most common nondiscriminatory reasons for the [employer’s treatment of the plaintiff].” *Hollins v. Atlantic Co.*, 188 F.3d 652, 659 (6th Cir. 1999)(quoting *Burdine*, 450 U.S. at 253-54). It is “only the first stage of proof in a Title VII case,” and its purpose is simply to “force [a] defendant to proceed with its case.” *EEOC v. Avery Dennison Corp.*, 104 F.3d 858, 861-62 (6th Cir. 1997). This “division of intermediate evidentiary burdens” is not meant to stymie plaintiffs, but simply serves to “bring the litigants and

the court expeditiously and fair *Burdine*, 450 U.S. at 253.

The district court ignored the Cline failed to make a *prima facie* a burden far too high, it conflated *McDonnell Douglas* inquiry by *prima facie* analysis the justification “non-discriminatory reason.” “unqualified” under prong two because she had not lived up to “exemplify the moral values” 332. Because her pregnancy due “she no longer met all the qualifications compelling evidence as to her evaluations and teaching record moral failings. J.A. at 333. An essentially imported the *McDonnell Douglas* inquiry into As discussed *infra*, St. Paul alle not renew Cline’s contract because sex policy, which constituted requirements of being a St. Paul that this rebuttal is a pretext for logical coherence of the *McDonnell Douglas* the proper inquiry be whether the position *independent of* the non produced by the defense (which discriminatory or a pretext for approach squares with *Burdine*’ *prima facie* step serves to eliminate *nondiscriminatory reasons* for 450 U.S. at 254.

More broadly, we are required carefully between the *prima facie* In *McDonnell Douglas* and later with precision to the test’s architecture *Honor Center v. Hicks*, 509 U.S.