

STATE BOARD OF EDUCATION

STATE OF GEORGIA

CHERYL COOPER, :
 :
 Appellant, :
 :
 vs. : CASE NO. 1978-14
 :
 THE BOARD OF EDUCATION FOR :
 THE CITY OF SAVANNAH AND THE :
 COUNTY OF CHATHAM, :
 :
 Appellee. :

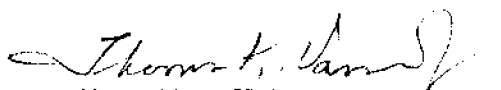
O R D E R

THE STATE BOARD OF EDUCATION, after due consideration of the record submitted herein and the report of the Hearing Officer, a copy of which is attached hereto, and after a vote in open meeting,

DETERMINES AND ORDERS, that the Findings of Fact and Conclusions of Law of the Hearing Officer are made the Findings of Fact and Conclusions of Law of the State Board of Education and by reference are incorporated herein, and

DETERMINES AND ORDERS, that the decision of the Board of Education for the City of Savannah and the County of Chatham herein appealed from, be, and it is hereby affirmed.

This 21st day of August, 1978.



THOMAS K. VANN, JR.
Vice Chairman for Appeals

STATE BOARD OF EDUCATION

STATE OF GEORGIA

CHERRYL COOPER,	:	CASE NO. 1978-14
	:	
Appellant,	:	
	:	
vs.	:	
	:	
THE BOARD OF PUBLIC EDUCATION	:	
FOR THE CITY OF SAVANNAH AND	:	REPORT OF
THE COUNTY OF CHATHAM,	:	
	:	HEARING OFFICER
Appellee.	:	

PART I

SUMMARY OF APPEAL

This appeal follows from the same circumstances that existed in Case No. 1978-13. Cherryl Cooper (hereinafter "Appellant") was demoted as the result of a reorganization instituted by the Board of Public Education for the City of Savannah and the County of Chatham (hereinafter "Local Board"). As grounds for the appeal to the State Board of Education, Appellant states that the Local Board did not have any authorization under the Fair Dismissal Law to demote her after a contract had been entered into for the coming school year, and the Local Board unconstitutionally breached the employment contract. It is the recommendation of the Hearing Officer that the decision of the Local Board be affirmed.

PART II
FINDINGS OF FACT

In April, 1977 Appellant signed a contract with the Local Board for the ensuing school year. On June 8, 1977, the Local Board adopted its plan of reorganization which resulted in Appellant being reassigned from the position of Personnel Assistant to a position as a social studies teacher. Appellant was notified in writing of the reassignment on July 7, 1977. She then instituted grievance proceedings which resulted in an October 20, 1977 recommendation that the reassignment be upheld. The recommendation followed a hearing in the matter, and the Local Board adopted the recommendation at its regular meeting on December 7, 1977. Appellant's appeal to the State Board of Education was filed on January 5, 1978. At the time she signed the contract for the 1978-79 school term, Appellant had been an employee of the Local Board for 2 years. As a result of the reassignment, her salary was reduced \$4,907. The contract she entered into had the same clauses in it as the contract in Case No. 1978-13, i.e., the salary to be paid was to be in accordance with the applicable classification and type of service to which the teacher was assigned, the employer reserved the right to make a transfer at any time to any school or other professional position, and the contract was subject to the provisions of the Constitution and the laws of the State of Georgia.

PART III
CONCLUSIONS OF LAW

This appeal is controlled by the decision reached by the State Board of Education in Case No. 1978-13. As pointed out in 1978-13, the contract with Appellant was not breached because it specifically provided for the circumstances that took place. There was no evidence that the decision of the Local Board was arbitrary and capricious, and Appellant was given a hearing.¹

PART IV
RECOMMENDATION

Based upon the above findings and conclusions, the record submitted and the briefs and oral arguments of counsel, it is the opinion of the Hearing Officer that the reorganization and Appellant's attendant demotion were properly carried out by the Local Board. The Hearing Officer therefore recommends that the decision of the Board of Education for the City of Savannah and the County of Chatham be sustained.



L. O. BUCKLAND
Hearing Officer

¹One of the issues raised during oral arguments was whether Appellant was entitled to a hearing since she was a non-tenured teacher. Since she was granted a hearing without objection and a decision on the issue is not necessary to reach a conclusion in this case, the issue is left undecided.