

STATE BOARD OF EDUCATION

STATE OF GEORGIA

MELVIN L. RUSSELL,	:	
	:	
Appellant,	:	
	:	
vs.	:	CASE NO. 1979-13
	:	
DEKALB COUNTY BOARD OF	:	
EDUCATION,	:	
	:	
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 DeKalb County Board of Education herein appealed from is hereby affirmed.

This 11th day of October, 1979.


THOMAS K. VANN, JR.
Vice Chairman for Appeals

STATE BOARD OF EDUCATION
STATE OF GEORGIA

MELVIN L. RUSSELL,	:	CASE NO. 1979-13
	:	
Appellant,	:	
	:	
vs.	:	
	:	
DEKALB COUNTY BOARD OF	:	REPORT OF
EDUCATION,	:	HEARING OFFICER
	:	
Appellee.	:	

PART I

SUMMARY OF APPEAL

Melvin L. Russell (hereinafter "Appellant") appeals from the decision of the DeKalb County Board of Education (hereinafter "Local Board") to suspend him without pay, for the remainder of the 1978-79 school year, and its decision to not renew his contract for the 1979-80 school year. The appeal was based on the grounds that the evidence heard was insufficient, that the decision was arbitrary and capricious, and other grounds. The Hearing Officer recommends that the decision of the Local Board be upheld.

PART II
FINDINGS OF FACT

On April 4, 1979, Appellant was given notice by the local superintendent that he was temporarily suspended because of allegations that he failed to maintain a professional relationship with certain staff of the high school where he taught. By letter dated April 5, 1979, the local superintendent informed Appellant that a hearing would be held on April 17, 1979 to investigate the allegations that Appellant had been "forcibly making inappropriate physical contact with certain employees, forcibly kissing certain employees, forcibly attempting to kiss certain employees, forcibly preventing certain employees to move freely of choice, and making inappropriate comments to certain employees." A list of the witnesses and their expected testimony was provided to Appellant. The hearing was held on April 17, 1979 and the Local Board issued its decision on April 19, 1979. The decision was amended on April 20, 1979. Appellant filed an appeal on May 16, 1979. Neither party filed briefs or made oral arguments to the Hearing Officer.

A review of the record shows that there was testimony from various female teachers that Appellant, on several occasions, forcibly kissed, hugged, and touched them without permission. The teachers also testified

that they were fearful of being in Appellant's presence. There was also substantial testimony that Appellant was a respected member of the community and an effective instructor.

PART III

CONCLUSIONS OF LAW

The State Board of Education follows the rule that if there is any evidence to support the decision of the local board then the decision will not be disturbed upon review. Antone v. Greene County Board of Education, Case No. 1976-11. There were no errors of law argued or briefed. There was evidence presented that Appellant's actions created apprehension or fear on the part of the teachers who testified Appellant had accosted them. The Local Board could, therefore, determine that there was an adverse relationship between Appellant's actions and the smooth functioning of the school system. The Hearing Officer, therefore, concludes that the decision of the Local Board was not arbitrary and capricious.

PART IV

RECOMMENDATION

Based upon the findings and conclusions herein, and the record submitted, the Hearing Officer is of the

opinion that the Local Board had the power and authority to suspend Appellant and not renew his contract. The Hearing Officer, therefore, recommends that the decision of the DeKalb County Board of Education to suspend Appellant without pay, and to not renew his contract, be upheld.



L. O. BUCKLAND
Hearing Officer