

STATE BOARD OF EDUCATION
STATE OF GEORGIA

E. L. LAWSON,	:	
	:	
Appellant,	:	
	:	
vs.	:	CASE NO. 1979-22
	:	
TALBOT 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,

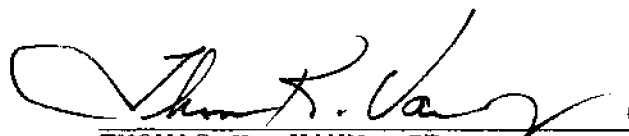
DETERMINES AND ORDERS, that the Findings of Fact and Conclusions of Law of the Hearing Officer are made the Findings of Fact and Conclusions of Law of the State Board of Education and by reference are incorporated herein, and

DETERMINES AND ORDERS, that the decision of the Talbot County Board of Education herein appealed from is hereby affirmed.

Mrs. Huseman, Mrs. Oberdorfer, and Mr. McClung dissented.

Mr. Lathem was not present.

This 8th day of November, 1979.


THOMAS K. VANN, JR.
Vice Chairman for Appeals

STATE BOARD OF EDUCATION

STATE OF GEORGIA

E. L. LAWSON,	:	CASE NO. 1979-22
	:	
Appellant,	:	
	:	
vs.	:	
	:	
TALBOT COUNTY BOARD OF	:	REPORT OF
EDUCATION,	:	HEARING OFFICER
	:	
Appellee.	:	

PART I

SUMMARY OF APPEAL

This is an appeal by Dr. E. L. Lawson (hereinafter "Appellant") from a decision by the Talbot County Board of Education (hereinafter "Local Board") not to renew his contract as a principal for the 1979-80 school year because the position of principal had been eliminated when the school facility at which he was principal was closed due to a realignment of the student population. Appellant argues that the nonrenewal was arbitrary and capricious, contrary to Georgia law, and deprived him of his due process rights. The Hearing Officer recommends that the decision of the Local Board be upheld.

PART II
FINDINGS OF FACT

The Local Board gave Appellant written notice on April 10, 1979 that it "did not find a position for you and did not consider you for a contract." The reason given for the non-renewal was the closing of the elementary school at which Appellant was principal. On April 23, 1979, Appellant requested a hearing before the Local Board. Appellant was notified on July 3, 1979 that a hearing would be held on July 13, 1979 and the superintendent was listed as the only witness. The hearing was held at the appointed time and the Local Board issued its findings of fact, conclusions of law and decision on the same day. The appeal to the State Board of Education was filed with the local superintendent on August 6, 1979.

The record shows that Appellant had been in the teaching profession for thirty (30) years and had served the Local Board as principal for fifteen (15) years. There were four principals in the school system during the 1978-79 school year. One of the principals had served as a principal for only two years. The Local Board decided in February, 1979 to close the elementary school where Appellant was employed. At the conclusion of the hearing, the Local Board found that it was necessary to close the elementary school, that the position of principal had been abolished,

that all other administrative positions in the school system had been filled, as well as all teaching positions for which Appellant was certified. The Local Board also found that Appellant had not applied for or requested a teaching position or any other position in the school system.

The superintendent testified that Appellant was certified as an administrator and as a social studies teacher. There was no derogatory information about Appellant. The only reason Appellant's contract was not renewed was because the school where he was principal was closed. The Local Board did not evaluate Appellant's qualifications or consider if he should be placed in another position.

There were three social studies teachers in the school system. One of the teachers had been employed by the Local Board for only one year. The Local Board did not consider placing Appellant in a social studies teacher position.

PART III

CONCLUSIONS OF LAW

Appellant's principal argument is that his contract was not renewed simply because the school at which he was the principal was closed and the Local Board did not attempt to apply any criteria or make any evaluation of his qualifications vis-a-vis other teachers who were

retained by the Local Board. Additionally, Appellant argues that his nonrenewal was not authorized by the Fair Dismissal Act (Ga. L. 1975, pp. 360 et seq.; Ga. Code Ann. Ch. 32-31c) because he had been working under contract for more than three years and there was not "good and sufficient cause" for his nonrenewal. The Local Board argues that the closing of the school and reduction in the number of principals within the school system constituted good and sufficient cause and constituted a reduction in staff due to the loss of students. The Local Board also argues that the State Board of Education is bound to uphold its decision because there is evidence that there was a loss of students and a reduction of staff. The Local Board also argues that the Fair Dismissal Act does not provide a teacher any protection because of seniority. The Local Board's position, therefore, is that the State Board of Education can only determine if there was a reduction in staff due to the loss of students and, if the record supports such a finding, the Local Board's decision must be affirmed.

There have not been any decisions on whether a teacher or other employee who has been employed for more than three years has any greater rights to employment under the Fair Dismissal Act than a teacher or other employee who has been employed for less than three years. The Fair Dismissal Act does not address the issue. The Act merely grants a teacher or employee who has signed four or more

successive annual contracts the right to have a hearing in the event of nonrenewal of his or her contract, whereas the teacher or employee who has been employed for less than four years is not entitled to a hearing. The Act does not grant a "tenured" teacher any greater expectation to continued employment than a "nontenured" teacher has.

Although the nonrenewal of teachers or other employees who have been continuously employed for more than three years, when there are employees who have been employed less than four years, may have detrimental effects on the moral of the remaining teachers, the decision is left within the sound discretion of the local board. The Fair Dismissal Act does not indicate that there was any intent on the part of the General Assembly to grant teachers and other employees any expectation to continue to be employed by a local board. If such was the intent, it must be considered by the General Assembly rather than by the State Board of Education on appeal.

There was evidence before the Local Board which showed that there was a reduction of personnel due to the loss of students. This is one of the permitted reasons for not renewing a teacher's contract. Ga. Code Ann. §32-2101c(6). When there is any evidence to support the local decision, the State Board of Education will not disturb that decision upon appeal. Antone v. Greene County Bd. of Ed., Case No. 1976-11.

PART IV
RECOMMENDATION

Based upon the foregoing findings and conclusions, the record submitted, and the briefs and arguments of counsel, the Hearing Officer is of the opinion that the nonrenewal of Appellant's contract was within the discretion of the Local Board. The Hearing Officer, therefore, recommends that the decision of the Talbot County Board of Education be sustained.

L. O. Buckland

L. O. BUCKLAND
Hearing Officer