

STATE BOARD OF EDUCATION

STATE OF GEORGIA

BRENDA INGRAM,

Appellant,

vs.

**BALDWIN COUNTY
BOARD OF EDUCATION,**

Appellee.

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CASE NO. 2003-10

DECISION

This is an appeal by Brenda Ingram (Appellant) from a decision by the Baldwin County Board of Education (Local Board) not to renew her teaching contract because of a reduction in force caused by budgetary constraints. Appellant claims that the Local Board applied inappropriate standards from outside the record, failed to apply its own reduction in force policy, and made an arbitrary and capricious decision. The Local Board’s decision is sustained.

During the spring of 2002, the Baldwin County School System decided to reduce the number of teachers at the Oconee Valley School, an alternative school operated by the Local Board, because of a drop in the number of students and the resulting decrease in the amount of money received from the Georgia Department of Education. Appellant and five other teachers were notified that their contracts would not be renewed for the 2002-2003 school year because of the reduction in force. The school system notified the principals of other schools within the Baldwin County School System that the five teachers were available for employment, but only one of them secured another position for the 2002-2003 school year. The School System later decided to close Oconee Valley School and move the students back to their home school. The teachers who were not affected by the initial reduction in force were transferred to other schools when the principals were notified of their availability.

The Local Board held a hearing on August 10, 2002 after Appellant asked for a hearing under the provisions of O.C.G.A. § 20-2-940. At the end of the hearing, the Local Board voted to uphold the non-renewal of Appellant’s teaching contract. Appellant then filed a timely appeal to the State Board of Education.

On appeal, Appellant claims that the Local Board improperly made its decision based upon evidence outside the record. Appellant bases this allegation on a statement made by the Local Board’s chairman just before the vote was taken:

[I]t is against State Guidelines if this Board or any board tries to force someone to be employed by a principal. We leave that up to the individual principals to make their own decisions in developing their own staff. This we have all considered....

Appellant claims that no “State Guidelines” were introduced into evidence, and that no such guidelines exist. Appellant thus claims that she was denied due process because the Local Board incorrectly based its decision on an erroneous interpretation of the law or on non-existent standards.

The Local Board argues that Appellant’s argument constitutes a red herring because the only issue is whether there was evidence of a reduction in force, which is one of the permitted reasons for not renewing a teacher’s contract under the provisions of O.C.G.A. § 20-2-920. We agree with the Local Board. The Local Board chairman’s statement did not have any reference to the standards under

O.C.G.A. § 20-2-940, i.e., whether there was a reduction in force. The Local Board, however, decided that there was a reduction in force and upheld the non-renewal of Appellant's contract. "The standard for review by the State Board of Education is that if there is any evidence to support the decision of the local board of education, then the local board's decision will stand unless there has been an abuse of discretion or the decision is so arbitrary and capricious as to be illegal. *See, Ransum v. Chattooga County Bd. of Educ.*, 144 Ga. App. 783, 242 S.E.2d 374 (1978); *Antone v. Greene County Bd. of Educ.*, Case No. 1976-11 (Ga. SBE, Sep. 8, 1976)." *Roderick J. v. Hart Cnty. Bd. of Educ.*, Case No. 1991-14 (Ga. SBE, Aug. 8, 1991). There was evidence presented that a reduction in force was necessary because of the changing student population and the loss of money from the Georgia Department of Education that resulted from the decrease in the number of students. There was, therefore, evidence to support the Local Board's decision.

The Local Board chairman's remarks relate to whether the Local Board should have placed Appellant in another school after her position was eliminated. There is, however, no requirement imposed on local boards of education to find placement within the school system for a teacher whose position has been eliminated in a reduction in force situation. *See, Curry v. Dawson Cnty. Bd. of Educ.*, 212 Ga. App. 827, 829, 442, S.E.2d 919 (1994). We conclude that the chairman's remarks were not indicative of any denial of due process.

Appellant also claims that the Local Board prejudged the issues and thus denied her due process. This claim is also based on the remarks of the Local Board chairman. Appellant claims that the Local Board incorrectly believed that they had an obligation to defer hiring and termination decisions to the school principals. For the same reasons set forth regarding Appellant's first claim, the State Board of Education concludes that the remarks of the Local Board Chairman do not evidence any prejudgment of the case.

Appellant's final claim is that the Local Board's decision was arbitrary and capricious because the Local Superintendent failed to follow the Local Board's reduction in force policy. The reduction in force policy requires the Local Superintendent to apply "fair, efficient and consistent procedures while constantly providing for optimal welfare of the students of the Baldwin County School System." Baldwin County Board of Education Policy GBKA, adopted January 8, 1991. Appellant claims that the Local Superintendent simply deferred to the individual principals rather than consider system-wide needs, the fact that she had been employed for 29 years, and the teaching ability of various teachers within the system.

The record shows that Appellant's position was eliminated under a reduction in force program initiated because of budget deficits. The Local Superintendent, upon the advice of a committee of other administrators, decided to keep only core teachers at the school. Appellant was serving as a media specialist and there was no need for her position and the position of five other teachers. Although not required to place Appellant, the Local Superintendent notified the principals in the school system that she was available for hire. The policy grants the Local Superintendent wide discretion and there was no showing that he abused that discretion. There was, therefore, evidence that the Local Superintendent followed the Local Board's reduction in force policy.

Based upon the foregoing, it is the opinion of the State Board of Education that the Local Board did not deny Appellant any due process rights and the Local Board's decision was not arbitrary or capricious. Accordingly, the Local Board's decision is **SUSTAINED**.

This _____ day of December 2002.

Bruce Jackson
Vice Chairman for Appeals