

STATE BOARD OF EDUCATION

STATE OF GEORGIA

CYNTHIA CHATMAN,	:	
	:	
Appellant,	:	CASE NO. 2010-20
	:	
vs.	:	
	:	
WILKINSON COUNTY	:	
BOARD OF EDUCATION,	:	DECISION
	:	
Appellee.	:	

This is an appeal by Cynthia Chatman (Appellant) from a decision by the Wilkinson County Board of Education (Local Board) not to renew her teaching contract because of insubordination, willful neglect of duties, failure to secure and maintain necessary educational training, and other good and sufficient cause under the provisions of O.C.G.A. § 20-2-940. Appellant claims that the Local Board's decision was arbitrary and capricious because other teachers in her situation received contracts. The Local Board's decision is sustained.

Beginning in 2006, the Local Board required its special education teachers to be "highly qualified", which required the passing of two Georgia Assessments for the Certification of Educators (GACE) tests. The Local Board's requirement was in compliance with newly enacted federal and state laws. Appellant, a special education teacher, took the tests in March 2007, but failed to pass. She again took the tests in May 2007, but did not pass either test. The Local Superintendent created a position for Appellant, where she was not deemed a teacher of record, so she could work on passing the tests. Appellant did not make any effort to take the tests again and, in December 2007, the special education director told Appellant to pass the two tests or face possible non-renewal of her teaching contract. Appellant's contract was renewed for the 2008-2009 school year although she did not try to take the tests again as directed. In October 2008, Appellant was again directed to take the tests and obtain a passing grade or face non-renewal of her teaching contract. Appellant did not register to take another examination until March 2009. When she took the tests in March 2009, she passed only one test. On April 10, 2009, the Local Superintendent informed Appellant that Appellant would not be recommended for renewal of her contract. Appellant then requested a hearing before the Local Board.

On July 16, 2009, the Local Board conducted a hearing on the charges against Appellant and heard testimony about Appellant's situation. At the end of the hearing, the Local Board voted not to renew Appellant's teaching contract. Appellant then appealed to the State Board of Education.

On appeal, Appellant claims that the Local Board's decision was arbitrary and capricious because 1) there was no proof that the law required teachers to be highly qualified, and 2) other teachers were retained who were not highly qualified. For the reasons that follow, we conclude that Appellant's arguments are without merit.

Federal law provides that "... each State that receives funds ... and each LEA in that State, must ensure that all public elementary and secondary school teachers in the State who teach core academic subjects, ... are highly qualified" 34 C.F.R. § 200.55(b). In addition, "[A State's qualifications] must ensure that each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school is highly qualified as a special education teacher by the deadline established [by No Child Left Behind]" 300 C.F.R. § 156(c). The law, therefore, is in accord with the testimony provided to the Local Board and special education teachers who teach core subjects have to be highly qualified. Appellant's claim to the contrary is baseless.

There was testimony that two other teachers were not highly qualified in all subjects, but were qualified in the subjects they were teaching. Appellant claims that because these two teachers were retained and she was not, the Local Board's decision was arbitrary and capricious. Appellant, however, overlooks the fact that while the other two teachers were qualified in some subjects, she was not qualified in any subject. The other two teachers were only teaching in the areas where they were qualified and the school system was thus in compliance with the law, whereas there was no position where Appellant could be placed as a special education teacher, the position for which she was employed, and the school system remain in compliance. Since there was a rational basis for the Local Board's decision, it was not arbitrary or capricious.

Based upon the foregoing and a review of the record, it is the opinion of the State Board of Education that the Local Board's decision not to renew Appellant's teaching contract because she failed to secure and maintain necessary educational training was not arbitrary or capricious. Accordingly, the Local Board's decision is SUSTAINED.

This _____ day of November 2009.

William Bradley Bryant
Vice Chairman for Appeals