

STATE BOARD OF EDUCATION

STATE OF GEORGIA

SCOTT BLACKMON,	:	
	:	
Appellant,	:	CASE NO. 2011-20
	:	
vs.	:	
	:	
STEWART COUNTY	:	
BOARD OF EDUCATION,	:	DECISION
	:	
Appellee.	:	

This is an appeal by Scott Blackmon (Appellant) from a decision by the Stewart County Board of Education (Local Board) not to renew his teaching contract because of a reduction-in-force under the provisions of O.C.G.A. § 20-2-940(a)(6). Appellant claims that the reduction-in-force policy was not followed and was a mere pretext to terminate him. The Local Board’s decision is SUSTAINED.

The Local Board, faced with a \$1.3 million decrease in state funding and a loss of 59 full-time equivalent students, adopted a reduction-in-force plan that involved the elimination of several positions, which included one of the two physical education teacher positions. The Local Superintendent notified Appellant, who was one of the two physical education teachers employed in the school district, that his contract would not be renewed because of the reduction-in-force. The Local Superintendent informed Appellant that he was selected for non-renewal because he did not have any coaching duties whereas the other physical education teacher served as a head coach. Upon Appellant’s request, the Local Board conducted a hearing regarding his non-renewal. The Local Board voted not to renew Appellant’s contract and this appeal to the State Board of Education followed.

Appellant claims that the Local Board’s decision should be reversed because the Local Superintendent did not follow the reduction-in-force policy since he failed to take performance into consideration. The reduction-in-force policy provides that the Local Superintendent’s primary consideration in preparing a reduction-in-force plan should be “. . . first and foremost, the professional expertise, effectiveness and overall job performance of individual employees.” Additionally, the reduction-in-force policy provides that “[o]nce the Superintendent has completed a comparative assessment of employees, he or she shall prepare and present a plan for reduction in force for Board approval and action.” There was testimony given during the hearing that the Local Superintendent did not consult with others or make a formal assessment while developing the reduction-in-force plan that the Local Board approved. Based on the policy and the

Local Superintendent's actions, Appellant claims that the Local Board's decision should be reversed.

A similar argument was made in *Boyd, et al. v. Randolph Cnty. Bd. of Educ.*, Case Nos. 2010-70 – 2010-74 (Ga. SBE, Jul. 8, 2010). In *Boyd*, as in the instant case, the reduction-in-force policy provided that it did not grant an employee any additional due process rights beyond those set forth in O.C.G.A. § 20-2-940 *et seq.* “The State Board of Education, therefore, concludes that the Local Board did not deny [Appellant] any . . . due process rights because the Local Superintendent did not review [Appellant's evaluation]” *Boyd* at p. 5.¹

Appellant also claims that he was dismissed under the reduction-in-force plan because the administration wanted to terminate his services for some unidentified reasons. The only evidence of prior termination discussions were remarks by the Local Superintendent to Appellant in the prior year that Appellant's contract would not be renewed if he failed to renew his teaching certificate. Appellant successfully renewed his certificate and no further action was taken. The State Board of Education, therefore, concludes that Appellant's pretext claim is unfounded.

Based upon the foregoing and a review of the record, it is the opinion of the State Board of Education that the Local Board did not deny Appellant any of his due process rights and there was evidence to support the non-renewal of Appellant's contract because of a reduction-in-force. Accordingly, the Local Board's decision is SUSTAINED.

This _____ day of January 2011.

MARY SUE MURRAY
Vice Chair for Appeals

¹ http://www.doe.k12.ga.us/_documents/doe/legalservices/2010-70%20-%2074.pdf