

STATE BOARD OF EDUCATION  
STATE OF GEORGIA

ROGER RODGERS, :  
Appellant, :  
v. : CASE NO. 1981-6  
CLAYTON 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 Clayton County Board of Education herein appealed from is hereby sustained.

Mr. Hendricks and Mrs. Huseman were not present.

Mr. Foster abstained.

This 14th day of May, 1981.

  
A. J. MCCLUNG  
Acting Vice Chairman for Appeals

STATE BOARD OF EDUCATION

STATE OF GEORGIA

IN RE: ROGER ROGERS,	:	
	:	
Appellant	:	CASE NO. 1981-6
	:	
v.	:	REPORT OF
	:	
CLAYTON COUNTY BOARD	:	HEARING OFFICER
	:	
OF EDUCATION,	:	
	:	
Appellee	:	

PART I

SUMMARY OF APPEAL

This is an appeal by Roger Rogers (hereinafter "Appellant") from a decision by the Clayton County Board of Education to terminate his contract based upon charges he willfully neglected his duties and his conduct was unbecoming a teacher. Appellant has appealed on the ground the evidence did not support the decision. The Hearing Officer recommends that the decision of the Local Board be sustained.

PART II

FINDINGS OF FACT

Appellant was working under his third contract with the Local Board and had been assigned the duty of teaching the behavior disordered students during the 1980 - 1981 school

year. He had approximately twelve behavior disordered students assigned to him so that each class had two or three students. Besides working as a teacher, Appellant also held an evening job as a sales clerk in a retail store. Before December, 1980, the students from the in-house suspension program were assigned to Appellant's classroom.

On December 10, 1980, Appellant reported to the school and asked to leave because he was feeling ill. A substitute teacher was found and he was permitted to leave. That evening, he reported to work at his retail store job. He did not report to the school on December 11, but once again went to work at the retail store. On December 12, he visited a doctor and was diagnosed as having hypertension which could have been job-related. Appellant did not return to the school and did not provide any excuse except to state that he was ill. Appellant, however, continued to work at his retail store job.

On December 15, 1980, the principal learned that Appellant was working at the retail store. The principal visited Appellant at the store on the evening of December 15 and told Appellant to report back to school if he was able to work at the retail store. Appellant did not report to school on December 16. A letter, dated December 16, 1980, was sent to Appellant notifying him that the Superintendent

would seek to have his teaching contract terminated and that he had the right to a hearing before the Local Board. The letter stated that he was charged with "willful neglect of duties and deceitful conduct unbecoming a teacher in our School system" in that he was working a second job while on sick leave from the school system. He was notified that the hearing would be held on January 5, 1981, that he had the right to be represented by an attorney, and that he had the right to examine and crossexamine witnesses.

The hearing before the Local Board was held on January 5, 1981. During the hearing, it was disclosed that Appellant was suffering from hypertension and acute anxiety that could have been job-related. It was not until December 19, 1980, however, that the doctor indicated that rest from his teaching job might help Appellant's hypertension. It was also disclosed that Appellant permitted cursing in his classroom, and on one occasion cursed one of his students. The principal testified that on three occasions he found Appellant's classroom unattended and he had to remain and supervise the class until Appellant's return. At the conclusion of the hearing, the Local Board voted to terminate Appellant's contract. Appellant filed an appeal to the State Board of Education on January 29, 1981.

PART III

CONCLUSIONS OF LAW

Appellant appealed the Local Board's decision on the ground the Local Board failed to carry its burden of proof and the evidence failed to support the finding that his contract should be terminated. Appellant argued that the Local Board only produced evidence that he was working a second job, but there was no evidence that he attempted to hide the fact he was working a parttime job, there was no evidence that he was not ill during the period of time in question, and there was no evidence that his students suffered any detriment because of his absence.

The State Board of Education follows the rule that if there is any evidence to support the decision of a local board of education, the decision will not be disturbed upon review. Ransum v. Chattooga County Bd. of Ed., 144 Ga. App. 783 (1978). In the instant case, there was evidence that Appellant left his teaching job while still performing his part-time job at the retail store for two days before he visited a doctor. There was evidence that his part-time job interfered with his teaching duties in that he was unable to attend a parent-teachers meeting because of the part-time job even though it was considered to be one of the duties of the teachers to attend such meetings.

Appellant also did not attempt to report to the school following the principal's direction that he should return if he could work at his part-time job. There was also evidence before the Local Board that Appellant permitted profanity in his classrooms and cursed one student in the classroom. The Hearing Officer, therefore, concludes that there was evidence before the Local Board which would support its decision to terminate Appellant's contract.

#### 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 the Local Board had some evidence before it which would authorize it to terminate Appellant's teaching contract. The Hearing Officer, therefore, recommends that the decision of the Clayton County Board of Education to terminate Appellant's teaching contract be sustained.

(Appearances: For Appellant - James P. Brown, Jr.; For Local Board - Larry A. Foster; Bentley and Bentley; Fred D. Bentley, Sr., Fred D. Bentley, Jr.)

*L. O. Buckland*  
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L. O. Buckland  
Hearing Officer