

STATE BOARD OF EDUCATION

STATE OF GEORGIA

LAURA FRY,	:	
	:	
Appellant,	:	CASE NO. 1987-27
	:	
V.	:	
	:	
CLAYTON COUNTY BOARD	:	
OF EDUCATION,	:	DECISION
	:	
Appellee.	:	

PART I

SUMMARY

This is an appeal by Laura Fry (hereinafter "Appellant") from a decision by the Clayton County Board of Education (hereinafter "Local Board") not to renew her contract as a teacher for the 1987-1988 school year. Appellant was not provided a hearing under the Fair Dismissal Act because she had not obtained tenure with the Local System. Appellant contended she was entitled to be renewed because the Local Board failed to evaluate her as required by O.C.G.A. § 20-2-210. Appellant was provided a hearing under the provisions of O.C.G.A. §20-2-1160 to determine whether she was entitled to be renewed for failure of the Local Board to comply with the provisions of O.C.G.A. §20-2-210. The Local Board concluded Appellant was not entitled to be renewed.

PART II

FACTUAL BACKGROUND

Appellant is a non-tenured teacher who was employed by the Local Board in the fall of 1985. Appellant's contract was renewed for the 1986-1987 school year but it was not renewed for the 1987-1988 school year. Appellant, through her attorney, requested a hearing at which Appellant contended she had not been evaluated nor provided with a plan for improvement as required by O.C.G.A. §20-2-210 and, therefore, she should have her contract renewed.

The Local Board presented no evidence that it had complied with the requirements of O.C.G.A. § 20-2-210, however, in its decision rendered on July 1, 1987, it still determined that Appellant's contract should not be renewed.

Appellant timely filed this appeal to the State Board of Education.

PART III

DISCUSSION

Appellant contends on appeal, as she contended before the Local Board, that the Local Board's failure to comply with O.C.G.A. §20-2-210 demands reversal of the Local Board's decision not to renew her contract. Appellant's argument is that the failure of the Local Board to comply with the law constitutes a breach of contract for which Appellant is entitled to the remedy of specific performance. Appellant contends reinstatement would then be required.

The State Board of Education has previously considered Appellant's contentions and decided that O.C.G.A. §20-2 210 does not require renewal of a teacher's contract when a local board of education fails to provide the evaluations required under O.C.G.A. §20-2-210. Smith v. Bryan Cnty. Bd. of Ed., Case No. 1987-24 (Sept. 10, 1987). Except for the additional fact that Appellant is not a tenured teacher, the facts in Smith concerning the evaluations are the same, i.e., in both cases, the local board of education did not provide the evaluations. Appellant has not raised any additional issues which would require reversal of the Local Board's decision. The State Board of Education, therefore, concludes that the decision in Smith is applicable to the instant case.

PART IV

DECISION

Based upon the foregoing discussion, the record presented, and the briefs and arguments of counsel, the State Board of Education concludes that the Local Board of Education was not required to renew Appellant's teaching contract. The decision of the Local Board is therefore,

SUSTAINED.

Mr. Foster did not participate in any cases in Executive Session and specifically recused himself in Case 1987-27, Laura Fry v. Clayton County.

**Juanita Baranco
Acting Vice Chairman for Appeals**