

STATE BOARD OF EDUCATION
STATE OF GEORGIA

BEVERLY J. COPELAND,	:	
	:	
Appellant,	:	
	:	CASE NO. 1988-43
v.	:	
	:	DECISION
CLARKE COUNTY	:	
BOARD OF EDUCATION,	:	
	:	
Appellee.	:	

PART I

SUMMARY

This is an appeal by Beverly J. Copeland (“Appellant”) from a decision by the Clarke County Board of Education (“Local Board”) that she had not been demoted. Appellant maintains that she was demoted as the result of a transfer to a new school where she did not serve as a lead teacher. The State Board of Education affirms the decision of the Local Board.

PART II

FACTUAL BACKGROUND

The facts were undisputed. Appellant was employed by the Local Board in 1971. In 1974, Appellant was appointed as the lead teacher in the English/Language Arts Department of the middle school where she taught. She was re-appointed lead teacher each year through the 1987-1988 school year.

At the end of the 1987-1988 school year, Appellant signed a contract as a classroom teacher for the 1988-1989 school year. Thereafter, Appellant was re-assigned to another middle

school and was not appointed to the position of lead teacher because the principal of the new school had already made the lead teacher appointments. As a result, it was agreed that Appellant had fewer responsibilities and less prestige than she had at her former school.

As a lead teacher, Appellant had always received a local pay supplement. The local supplement and the position of lead teacher were not included in any contracts issued by the Local Board. Each year, a sum was allocated to each principal to pay out as the principal deemed appropriate for various extra duties assigned to the teachers. Teachers were normally informed of the extra duties they would be asked to perform after the end of the school year. The amount of the supplement was determined later in the year after the Local Board's budget was adopted. Because her transfer occurred after the lead teachers were appointed in her new school, Appellant will not be paid a local supplement for lead teacher duties during the 1988-1989 school year.

For the 1988-1989 school year, Appellant signed a contract that provided for a base salary of \$30,168, which was an increase over her \$29,033.50 base salary of the previous year. The contract provided that Appellant was accepting a position as a member of the teaching staff. It also provided that Appellant could be transferred at any time to any school under the jurisdiction of the Local Board.

If Appellant had remained as a lead teacher in her old school, she would have received a local supplement of \$340.00 during the 1988-1989 school year. Appellant attended a summer workshop, for which she received a \$350.00 state supplement. The opportunity to attend the workshop and receive the \$350.00 state supplement would also have been available to Appellant if she had remained in her old position as a lead teacher.

Appellant requested a hearing before the Local Board to determine if she had been demoted. It was stipulated at the hearing that Appellant's transfer was not for cause, and that her responsibilities and prestige were diminished because of the reassignment. The Local Board decided that Appellant had not been demoted, and Appellant appealed to the State Board of Education.

PART III

DISCUSSION

O.C.G.A. § 20-2-943(2) (a) provides that a local board can

[d]emote a teacher or other school employee from one position in the school system to another position in the school system having less responsibility, prestige, and salary.

In Rockdale Cnty. School Dist. v. Weil, 245 Ga. 730, 266 S.E.2d 919 (1980), the Court decided that a demotion requires a lessening of all three elements; less responsibility, less prestige, and less salary. In Ellis-Adams v. Whitfield County Bd. of Ed., 182 Ga. App. 463, 356 S.E.2d 219 (1987), the Court stated that it was necessary to look at all factors in order to determine if there has been a decrease in pay.

Under the provisions of O.C.G.A. § 20-2-942(b) (1), a local board can demote a teacher only if there is a showing of (1) incompetency, (2) insubordination, (3) willful neglect of duties, (4) immorality, (5) inciting, encouraging or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local board of education, (6) to reduce staff due to loss of students or cancellation of programs, (7) failure to secure and maintain necessary educational training, or (8) any other good and sufficient cause. A teacher also has the opportunity to have a hearing on the matter.

The Local Board maintains that Appellant was not demoted; she was simply transferred from one school to another, but she remains as a classroom teacher. Both Appellant and the Local Board have focused on Appellant's current salary and supplemental payments to determine if there was a decrease in pay. The Local Board argues that Appellant received a \$350 supplement for attending a summer course and she would have received only \$340 if she was paid the lead teacher supplement. Thus, under the Local Board's view, Appellant actually received \$10 more than she would have received if she had remained in her old position and had been appointed lead teacher. Appellant, however, argues that she would have received the \$340 lead teacher supplement in addition to the \$350 summer course supplement. Additionally, Appellant maintains that the lead teacher supplement was used as a basis for calculating her retirement benefits, but the summer course supplement was not used to calculate retirement benefits. Appellant, therefore, argues that her pay was reduced by \$340 during the 1988-1989 school year, and was further reduced by some amount in the future because she will have less retirement benefits. We, however, do not agree with Appellant's argument.

Appellant received a contract from year to year as a classroom teacher. She was not employed in the position of lead teacher. Since she signed a contract as a classroom teacher, she could not have an expectation of serving as a lead teacher. The fact that she was reappointed as a lead teacher from year to year did not give rise to an expectation of appointment as lead teacher in the subsequent year because her contract was as a classroom teacher and not as a lead teacher. When Appellant signed a contract, she could only have an expectation of receiving the salary set forth in the contract. The teachers could not have an expectation concerning the amount of the supplement paid for additional duties because the supplements were not determined until after the contracts were signed, and they varied based upon other budget considerations and how the principal in the school decided to allocate the supplement funds. For example, during the 1987-1988 school year, supplements were paid to only six or eight teachers at Appellant's old school, but during the 1988-1989 school year, supplements, at the rate of \$340, are being paid to approximately fifteen teachers. Therefore, since Appellant signed a contract as a classroom

teacher for a stated salary, she could not have an expectation of either being appointed as a lead teacher or receiving a salary supplement.

In our view, a teacher does not obtain any “tenure” rights for performing supplemental duties that are not set forth in the contract between the teacher and the Local Board.¹ In other words, the loss of supplemental duties that are not covered by contract does not result in a demotion and does not require the local board to provide the teacher a hearing and show cause before a transfer can be made. If an individual is employed as a classroom teacher and retains the position of classroom teacher, the standard to measure whether there has been a decrease in pay is the amount set forth in the contract. In the instant case, Appellant’s base salary of \$30,168.00 for the 1988-1989 school year is no different than the base salary she would have received if she had remained at the other school. Additionally, it is \$1,134.50 more than the base pay she received during the previous year. She, therefore, has not suffered a decrease in base pay, whether the measurement is made against the prior year, or against what she would have received in the current year in her old position.

In the instant case, the principal at the new school asked that Appellant be assigned to the new school. Appellant apparently had some unique skills that were needed in the new school. Under Appellant’s view, the local board would have to conduct a hearing and establish that she was incompetent, insubordinate, immoral, or one of the other eight causes, in order to transfer her and take advantage of her unique teaching abilities. Under these circumstances, we do not believe a demotion has occurred as contemplated under O.C.G.A. § 20-2-943.

¹ After a specified period of employment, O.C.G.A. §20-2-942 grants teachers certain rights which are commonly called “tenure” rights, even though the statute does not use the term “tenure”.

PART IV
DECISION

Based upon the foregoing, the record received, and the briefs and arguments of counsel, the State Board of Education is of the opinion that Appellant was not demoted and the Local

Board was not required to conduct a hearing in order to transfer Appellant to a new school in the same position of classroom teacher. The decision of the Local Board, therefore, is

SUSTAINED. upon unanimous vote.

This 12th day of January, 1989.

Mr. Foster was not present.

John M. Taylor
Vice Chairman For Appeals