## STATE BOARD OF EDUCATION

## STATE OF GEORGIA

BRENDA SHANKLE, :

:

Appellant,

v. : CASE NO. 1992-35

:

**ELBERT COUNTY** 

: DECISION

**BOARD OF EDUCATION,** 

:

Appellee. :

This case comes to the State Board of Education on remand from the Georgia Court of Appeals on the question of whether the Elbert County Board of Education ("Local Board") has the authority, independent of any contract questions, to assign Brenda Shankle ("Appellant") as an English teacher in the sixth grade with a one-year provisional certificate when she holds a certificate in English for grades 7 through 12.

When the case first appeared before the State Board of Education, the State Board held that since Appellant had accepted a \$1,400 stipend to take classes to assist her in becoming certified for the sixth grade she implicitly agreed to the transfer and there was an agreement to amend the contractual obligations of Appellant's employment contract and that she had assumed an obligation to obtain a middle school certificate. Shankle v. Elbert Cnty. Ed. of Educ., Case No. 1990-30 (Ga. SEE, Feb. 21, 1991). The Court of Appeals upheld the decision of a superior court that Appellant had not assumed an obligation to obtain a middle school certificate when she accepted the stipend. The Court of Appeals then stated that the issue of whether the Local Board could assign Appellant to the sixth grade class had been raised before, but not answered by, the State Board of Education. The Court of Appeals remanded the case for the State Board of Education to decide whether the Local Board acted properly. We hold that the Local Board properly exercised its authority in transferring Appellant to the position of sixth grade English teacher under a one-year provisional certificate.

O.C.G.A. § 20-2-943(b) provides that the provisions of the Fair Dismissal Act, O.C.G.A. § 20-2-940 et seq., are not intended to restrict the ability of local boards of education to assign or reassign teachers from one school to another or "to teach different classes or subjects."

Appellant claims that the reassignment will result in her dismissal after the provisional certificate expires because of the provision in O.C.G.A. § 20-2- 940(a), which permits termination for "failure to secure and maintain necessary educational training." O.C.G.A. § 20-2-940(a)(6). This question, however, is premature because there is no indication that the Local Board will attempt to terminate Appellant's teaching contract.

Based upon the foregoing, the State Board of Education is of the opinion that the Local Board had the authority to assign Appellant to the sixth grade when she holds a provisional certificate to teach the sixth grade. The decision of the Local Board, therefore, is

## SUSTAINED.

This 14<sup>th</sup> day of January, 1993.

Mrs. King and Mr. Sears were not present.

Robert M. Brinson Vice Chairman for Appeals