

STATE BOARD OF EDUCATION

STATE OF GEORGIA

GERALD GREENE,	:	
	:	
Appellant,	:	
	:	
vs.	:	CASE NO- 2004-21
	:	
RANDOLPH COUNTY	:	DECISION
BOARD OF EDUCATION,	:	
	:	
Appellee.	:	

This is an appeal by Gerald Greene (Appellant) from a decision by the Randolph County Board of Education (Local Board) not to renew his teaching contract for the 2003-2004 school year based upon other good and sufficient causes under O.C.G.A. § 20-2-940 because it claims he abandoned his teaching contract during the 2002-2003 school year by serving in the State Legislature after the Local Board denied his request for leave to attend the 2003 legislative session. The Local Board's decision was made in spite of a tribunal's recommendation that Appellant's contract should be renewed. Appellant claims that the only reason his contract was not renewed was because of political retaliation because he did not support a re-districting map proposed by the Local Board. The Local Board's decision is sustained.

The Local Board employed Appellant for 32 years as a high school social studies teacher. For more than 20 of those years, Appellant has served as a representative in the Georgia Legislature. Each year, he asked for, and was granted, leave to attend the legislative session. Having an employee serve, as a representative was deemed beneficial to the Local Board. During the 2002 legislative session, however, the Local Board submitted a redistricting map to Appellant for submission to the legislature, which was not passed by the legislature, apparently because Appellant did not support its passage.

In October 2002, Appellant submitted a request for leave to attend the 2003 legislative session to the Local Superintendent. Although he had not received an approval from the Local Board, Appellant left on January 15, 2003 to attend the 2003 legislative session. Working with his principal, Appellant had obtained and trained a substitute teacher, who was paid from Appellant's salary.

Appellant also wrote to the Local Superintendent on January 15, 2003, that he was going to retire effective January 31, 2003. On January 31, 2003, he wrote to the Local Superintendent that he would not be retiring on January 31, 2003. The Local Superintendent wrote back to Appellant and told him that he was to report for work on February 3, 2003, and that any absences in excess of his personal leave would be treated as unpaid leave. Appellant did not report back for work, but remained at the Legislative session. On February 11, 2003 the Local

Superintendent presented Appellant's request for leave to the Local Board with a recommendation against granting the request. The Local Board voted against granting Appellant his leave request, but Appellant still did not return from his duties at the legislative session, although he maintained contact on a daily basis with his substitute and principal, providing suggestions, lesson plans, and other assistance.

In April 2003, the Local Superintendent wrote to Appellant and told him that the Local Superintendent would not recommend renewal of his teaching contract for the 2003-2004 school year because of his abandonment of his 2002-2003 teaching contract. Appellant asked for and was granted a hearing under the provisions of O.C.G.A. § 20-2-940.

The hearing was before a tribunal. The tribunal found that there was contributory negligence on the part of Appellant for not coming back to school when ordered, and on the part of the Local Superintendent for not presenting Appellant's leave request in a timely manner. The tribunal recommended renewal of Appellant's teaching contract for the 2003-2004 school year with instructions that employees were expected to fulfill their contracts in full. The Local Board rejected the tribunal's recommendation and, without giving any reasons, voted against renewing Appellant's teaching contract. Appellant then filed an appeal to the State Board of Education.

On appeal, Appellant claims that his contract was not renewed solely because the Local Board was politically motivated because he did not support its redistricting plan. The Local Board, however, claims that there is evidence that Appellant abandoned his contract by not reporting back to work after the Local Board rejected his request for leave.

A local board is not required to follow the recommendation of a tribunal it appoints, but the findings of the tribunal must support the local board's contrary decision. In the instant case, the tribunal found that Appellant failed to report when he was notified that his leave request had been denied. There was evidence in the record to support this finding. Such a finding supports the charge that Appellant abandoned his teaching contract, which, in turn, is sufficient to support an "other good and sufficient cause" under O.C.G.A. § 20-2-940.

Appellant claims that the only thing that changed from previous years was his failure to support the Local Board's redistricting map, which establishes that his nonrenewal was politically motivated. Appellant's view, however, overlooks that a leave request was needed each year and the Local Board had the option of rejecting his request for any reason, even if the reason was political. Once the Local Board rejected his leave request, it was incumbent upon Appellant to return to work under the terms of his teaching contract.

Based upon the foregoing, it is the opinion of the State Board of Education that there was evidence in the record to support the decision of the Local Board. Accordingly, the Local Board's decision is
SUSTAINED.

This 8th day of January 2004.



William Bradley Bryant
Vice Chairman for Appeals