

STATE BOARD OF EDUCATION

STATE OF GEORGIA

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| CHERYL GRISSON, | : | |
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| Appellant, | : | |
| | : | |
| vs. | : | CASE NO. 2006-10 |
| | : | |
| ATLANTA CITY | : | |
| BOARD OF EDUCATION, | : | |
| | : | DECISION |
| Appellee. | : | |

This is an appeal by Cheryl Grisson (Appellant) from a decision by the Atlanta City Board of Education (Local Board) to terminate her teaching contract for other good and sufficient cause. Appellant claims that there was no evidence to support the Local Board’s decision because the tribunal that heard the case found, as a fact, that there was no evidence to support a finding of other good and sufficient cause to terminate her contract. The Local Board’s decision is sustained.

On October 21, 2004, Appellant met with her principal to find out why her pay was reduced for being late to work. An argument erupted during the meeting during which Appellant told the principal to get his hand out of her face and both of them using the word, “ghetto.” The following day, the principal summoned Appellant to his office again and gave her a professional development plan to address absences and tardiness and the incident that occurred on the previous day. Appellant, angered by the principal’s action, tore up the professional development plan and threw it on the table in front of the principal. The principal did not take any action against Appellant until it was time to renew contracts when he recommended against renewal of her contract. Appellant was notified on March 8, 2005, that her contract would not be renewed because of insubordination and other good and sufficient cause because of violations of Standard 10 of the Professional Standards Commission’s Code of Ethics and violation of the Local Board’s Policy GBBD, regarding duties and responsibilities.

A hearing was held before a tribunal on April 8, 2005. The tribunal found that the Local Superintendent had not carried the burden of proof to dismiss Appellant under any of the charges. The tribunal, however, recommended that Appellant should be suspended for five days without pay and transferred to a new school because she was “a valuable asset of the system and is a good teacher who can serve the students and the system well.”¹ The tribunal also found, however, that Appellant engaged in a heated exchange

¹ Appellant was listed in Who’s Who Among American Teachers multiple times and was named teacher of the year for the 2003 school year.

with her principal and had made reference to the school as a ghetto, that Appellant tore up her professional development plan and threw it on the table and left the room in a burst of anger, and that Appellant had two or three unexcused absences during the year and was late a total of twenty minutes during the year.

The Local Board remanded the case back to the tribunal for clarification to determine if the tribunal found that Appellant's actions constituted other good and sufficient cause to discipline Appellant because of the tribunal's recommendation of a five-day suspension without pay. Specifically, the Local Board directed the tribunal to answer two questions: whether Appellant's conduct of tearing up her professional development plan was other good and sufficient cause for disciplinary action, and whether Appellant's comments about the school constituted other good and sufficient cause for disciplinary action. The tribunal responded that Appellant's conduct did not constitute other good and sufficient cause to take disciplinary action against Appellant. The tribunal, however, did find that Appellant's conduct amounted to unprofessional conduct.

Based on the tribunal's clarified order, the Local Board voted not to renew Appellant's teaching contract. Appellant then filed a timely appeal with the State Board of Education.

On appeal, Appellant claims that the Local Board is bound by the tribunal's finding that there was no basis for not renewing Appellant's contract. Additionally, Appellant argues that there was no evidence that she was insubordinate, or that there was other good and sufficient cause not to renew her contract. The Local Board argues that the tribunal merely made a recommendation and that it was not bound by the recommendation. The Local Board argues that the tribunal's findings that Appellant engaged in a heated discussion with her principal, tore up the professional development plan that was given to her, and was late and had two or three unexcused absences from school are sufficient not to renew her contract.

In *Beard v. Laurens Cnty. Bd. of Educ.*, Case No. 1977-14 (Ga. SBE, Mar. 9, 1978), the State Board of Education stated that the "basic findings of ... [a tribunal] are binding on a local board of education, but the determination of whether the findings support the charges is a decision which must be made by the local board of education." In *Beard*, the tribunal had found that the school system had not sustained the burden of proof that the employee was incompetent, but found that the employee had discipline problems in her classroom and that her students had not improved. Based upon these findings, the State Board of Education upheld the local board's decision to not renew the employee's contract.

In *Balthrop v. The Board of Public Education for the City of Savannah and the County of Chatham*, Case No. 1983-20 (Ga. SBE, Sep. 8, 1983), the State Board of Education also stated that "a local board of education is not bound by ... any conclusions made from the facts by the hearing tribunal."

In the instant case, the tribunal found that Appellant had an argument with her principal in which the school was referred to as a ghetto, that Appellant refused to sign and tore up a professional development plan and threw it on the table in front of the principal, and that Appellant had unexcused absences and was late a combined total of 20 minutes over several days during the school year. The tribunal also found that Appellant's actions amounted to unprofessional conduct.

Following *Beard, supra*, the tribunal could not determine whether the facts supported the charges, a determination that is left to the local board. Here, the Local Board found that the tribunal's facts were sufficient to not renew Appellant's contract because of other good and sufficient cause.

In *Cooper v. Atlanta City Bd. of Educ.*, Case No. 2005-08 (Ga. SBE, Nov. 10, 2004), it was stated that "other good and sufficient cause" was not a "catch-all phrase that permits a local board to arbitrarily designate any reason or circumstance as a basis not to renew an employee's contract. Instead, the phrase is limited to actions taken (or not taken) by an employee that adversely impact on the employee's ability to be effective." In the instant case, Appellant acted in an unprofessional manner and exhibited a defiant attitude toward the authority of her principal. From these actions, the Local Board could determine that Appellant no longer had the ability to work within the system and be effective.

Based upon the foregoing, it is the opinion of the State Board of Education that there was evidence to support the Local Board's decision, that the Local Board's decision was not arbitrary or capricious, and there was cause not to renew Appellant's contract. Accordingly, the Local Board's decision is SUSTAINED.

This _____ day of October 2005.

Wanda T. Barrs
Chair, State Board of Education