

**STATE BOARD OF EDUCATION**

**STATE OF GEORGIA**

<b>GREGORY LEONTOVICH,</b>	:	
	:	
<b>Appellant,</b>	:	
	:	
<b>vs.</b>	:	<b>CASE NO. 2006-40</b>
	:	
<b>COBB COUNTY</b>	:	
<b>BOARD OF EDUCATION,</b>	:	
	:	
<b>Appellee.</b>	:	<b>DECISION</b>

This is an appeal by Gregory Leontovich (Appellant) from a decision by the Cobb County Board of Education (Local Board) to terminate his teaching contract under the provisions of O.C.G.A. § 20-2-940 because of incompetence, insubordination, and other good and sufficient causes. Appellant claims that the evidence did not support the charges. The Local Board’s decision is sustained.

On September 15, 2005, Appellant was arrested on allegations of sexual assault against a child. Although he was never charged with a crime, Appellant remained in custody for approximately 30 days before he was able to obtain a release bond. As a condition of his release bond, the court prohibited Appellant from working in any school or having any contact with any child under the age of 16. Because of these bond conditions, the Local Superintendent recommended termination of Appellant’s teaching contract on the grounds of insubordination, incompetence, and other good and sufficient cause under the provisions of O.C.G.A. § 20-2-940. With regard to the other good and sufficient cause charge, the Local Superintendent claimed that Appellant had abandoned his contract by agreeing to the bond conditions that prohibited him from teaching. The Local Board voted to terminate Appellant’s contract and Appellant filed an appeal to the State Board of Education.

Appellant claims that his inability to teach because of the bond conditions does not amount to willful action on his part that would support the charges of incompetence, insubordination, or abandonment of his teaching contract. Appellant also claims that the Local Board could place him in an administrative position that would not require him to have any contact with children. The Local Board argues that Appellant voluntarily agreed to the bond conditions and, therefore, willfully abandoned his contract. Additionally, there was evidence that an administrative position was unavailable.

Standard 8 of the Code of Ethics for Educators provides:

Standard 8: Abandonment of Contract - An educator should fulfill all of the terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract. Unethical conduct includes but is not limited to:

1. abandoning the contract for professional services without prior release from the contract by the employer, and
2. willfully refusing to perform the services required by a contract.

Ga. Comp. Rules and Regulations, Rule 505-6-.01(3)(h) (2006).

Because of the terms of Appellant's bond, he is unable to fulfill all of the terms and obligations detailed in his teaching contract. Appellant argues that he has not willfully refused to perform the services required by his contract and, therefore, has not abandoned his contract under the terms of Standard 8. Regardless of whether Appellant willfully refused to teach, the evidence clearly established that he is unable to teach, which is the duty he was hired to perform. The standard provides that unethical conduct "includes but is not limited to ..." abandonment and willful refusal to perform. Abandoning the contract and willfully refusing to perform services are, therefore, illustrative only. Although his circumstances may be unfortunate, since he has not been indicted or convicted of a crime, Appellant is unable to fulfill the terms and obligations of his contract.<sup>1</sup> Although Appellant may be innocent of the claims made by the child,<sup>2</sup> the fact remains that he has breached his contract because he is unable to teach, and this is sufficient to establish that there exists other good and sufficient cause to terminate his teaching contract.

There was no evidence that Appellant refused an order to teach, but it is academic to discuss whether Appellant was insubordinate since the breach of contract is sufficient to support the Local Board's decision to terminate the contract.<sup>3</sup> Similarly, a finding on whether there was evidence of incompetence is unnecessary because of our determination

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<sup>1</sup> The fact that Appellant is unable to fulfill the terms of his contract does not establish that he has violated the Code of Ethics for Educators. Reference to the Code of Ethics for Education merely shows that the inability to perform the terms of one's contract will not be treated lightly.

<sup>2</sup> Appellant's attorney, while questioning a witness, asked whether the witness was aware that the child initially identified another individual as the assailant.

<sup>3</sup> Insubordination requires the willful refusal to obey a lawful order of a superior. *See, Woods v. Fulton Cnty. Bd. of Educ.*, Case No. 1991-13 (Ga. SBE, June 13, 1991).

that Appellant's breach of his contract was sufficient grounds to support the Local Board's decision.

Based upon the foregoing, it is the opinion of the State Board of Education that there was evidence to support that Appellant breached his teaching contract, thus permitting the Local Board to terminate his contract for other good and sufficient cause under the provisions of O.C.G.A. § 20-2-940. Accordingly, the Local Board's decision is SUSTAINED.

This \_\_\_\_\_ day of April 2006.

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William Bradley Bryant  
Vice Chairman for Appeals