

**STATE BOARD OF EDUCATION**

**STATE OF GEORGIA**

<b>CORNELIUS HAGANS,</b>	:	
	:	
<b>Appellant,</b>	:	
	:	
<b>vs.</b>	:	<b>CASE NO. 2007-48</b>
	:	
<b>ATLANTA CITY</b>	:	
<b>BOARD OF EDUCATION,</b>	:	
	:	
<b>Appellee.</b>	:	<b>DECISION</b>

This is an appeal by Cornelius Hagans (Appellant) from a decision by the Atlanta City Board of Education (Local Board) to terminate his teaching contract because of his failure to inform the Atlanta school system (Atlanta) that he was still under contract with DeKalb County when he went to work for the Local Board. Appellant claims that the Local Board ignored the evidence that his contract with DeKalb terminated before he began working for the Local Board. The Local Board’s decision is sustained.

The DeKalb County Board of Education (DeKalb) hired Appellant as a teacher for the period September 25, 2006, through April 13, 2007. On November 6, 2006, the Local Board employed Appellant as a music teacher. When the human resources department attempted to enter Appellant’s name into the state health plan database, the entry was rejected and Appellant was shown as being enrolled as an employee of DeKalb. The Local System’s Office of Internal Resolution began an investigation and interviewed Appellant. At first, Appellant claimed that he could not remember signing a contract with DeKalb. When shown a copy of his contract with DeKalb, Appellant then claimed that he had resigned from DeKalb effective October 31, 2006, because he had a problem with his certification, which was a non-renewable five-year certificate. According to Appellant, DeKalb informed him that he had to resign because he did not have a renewable certificate. Appellant, however, did not have any documentation to support his claims. The school system did not believe Appellant’s explanation and the Local Superintendent moved to terminate his teaching contract because he was employed by DeKalb at the time he went to work for the Local Board. Appellant asked for a hearing under the provisions of O.C.G.A. § 20-2-940.

A three-member tribunal conducted a hearing and received testimony from Appellant and personnel employed by the Local Board. During the hearing, the school system presented evidence that Appellant failed to disclose his employment by DeKalb on his job application form on file with the Local Board. The school system also provided hearsay testimony regarding Appellant’s employment with DeKalb. Appellant presented copies of letters and documents from DeKalb, dated January 9, 2007, that purportedly acknowledged Appellant’s resignation effective October 31, 2006.

The tribunal found that Appellant misrepresented his relationship with DeKalb both during the Local Board's investigation and before the Local Board employed Appellant when he said he was not under contract with DeKalb and when he failed to update his job application form to show his employment by DeKalb. The tribunal also relied on hearsay testimony to find that Appellant had told DeKalb that he was taking care of a sick grandmother in Florida and that DeKalb did not know that Appellant was working for the Local Board. The tribunal recommended the termination of Appellant's contract, which the Local Board accepted. Appellant then filed an appeal to the State Board of Education.

On appeal to the State Board of Education, Appellant claims that the tribunal ignored the written evidence he provided and relied upon hearsay evidence presented by the school system. The Local Board argues that there is evidence that Appellant was employed by DeKalb when he began working for the Local Board and a lack of any evidence that Appellant submitted a resignation to DeKalb in October 2006.

A local board of education has the burden of proof when it seeks to dismiss a teacher. O.C.G.A. § 20-2-940(e)(4). At the same time, however, "The standard for review by the State Board of Education is that if there is any evidence to support the decision of the local board of education, then the local board's decision will stand unless there has been an abuse of discretion or the decision is so arbitrary and capricious as to be illegal. *See, Ransum v. Chattooga County Bd. of Educ.*, 144 Ga. App. 783, 242 S.E.2d 374 (1978); *Antone v. Greene County Bd. of Educ.*, Case No. 1976-11 (Ga. SBE, Sep. 8, 1976)." *Roderick J. v. Hart Cnty. Bd. of Educ.*, Case No. 1991-14 (Ga. SBE, Aug. 8, 1991). Hearsay evidence, however, even if not objected to, has no probative value and cannot be used to establish any fact, even in administrative hearings. *McGhee v. Yamaha Motor Mfg. Corp.*, 214 Ga. App. 473, 474, 448 S.E.2d 249 (1994).

Both Appellant and the school system relied on hearsay evidence that did not have any support from direct evidence or testimony, or, in Appellant's case, the hearsay evidence was supported by testimony that the tribunal could discount. The school system relied on hearsay testimony concerning discussions with DeKalb administrators relating to Appellant's status with DeKalb; there was no direct testimony from any DeKalb representative about Appellant's status. Appellant's only evidence that he was not employed by DeKalb were some unauthenticated copies of letters dated in January 2007, which constituted hearsay evidence, and his own testimony, which the tribunal could find was unbelievable.

The direct evidence showed that (1) Appellant signed a contract with DeKalb for the term September 25, 2006, through April 13, 2007, (2) Appellant signed a contract with the Local Board for the term July 1, 2006, through June 30, 2007, (3) Appellant's job application with the Local Board does not disclose that he was employed by DeKalb, (4) Appellant did not disclose to Atlanta that he was or had been employed by DeKalb, (5) Appellant was still signed up with the state health plan through DeKalb when Atlanta attempted to enter him into the system following his employment, (6) Appellant claimed that he did not remember signing a contract with DeKalb and then changed his story to claim that he had resigned from DeKalb, and (7) Appellant was unable to furnish any documents to Atlanta to support his claim that he had resigned from DeKalb until the day before the tribunal hearing when he provided copies of documents that

were dated July 9, 2007. There is, therefore, some evidence from which the tribunal could find that Appellant misrepresented his status with DeKalb, failed to disclose his employment by DeKalb, and was still under contract with DeKalb when he went to work for Atlanta.

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

This \_\_\_\_\_ day of July 2008.

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William Bradley Bryant  
Vice Chairman for Appeals