

STATE BOARD OF EDUCATION

STATE OF GEORGIA

LAULITA HORTON,	:	
	:	
Appellant,	:	
	:	
vs.	:	CASE NO. 2009-61
	:	
ATLANTA CITY	:	
BOARD OF EDUCATION,	:	
	:	
Appellee.	:	DECISION

This is an appeal by Laulita Horton (Appellant) from a decision by the Atlanta City Board of Education (Local Board) not to renew her contract as a teacher for the 2009-2010 school year based upon incompetency, willful neglect of duty, and other good and sufficient cause under the provisions of O.C.G.A. § 20-2-940. Appellant claims that her termination was done in retaliation for a complaint she filed with the Professional Practices Commission against her former principal. The Local Board’s decision is sustained.

Appellant was employed by the Local Board as a first grade teacher at Continental Colony Elementary school during the 2008-2009 school year. In February 2009, the Local Superintendent gave Appellant notice that the Local Superintendent was not going to recommend renewal of Appellant’s teacher contract because of incompetency, willful neglect of duty, and other good and sufficient cause under the provisions of O.C.G.A. § 20-2-940 because, for example, of her inability to control her classroom, failure to provide instruction to her students, failure to follow school policies regarding the usage of cell phones, failure to attend mandatory meetings, improper use of sick leave, and failure to communicate with parents.¹ Following a four-day hearing, a three-member tribunal found that Appellant: (1) failed to provide effective instruction, (2) failed to attend mandatory meetings, (3) displayed poor classroom management skills, (4) failed to properly supervise and monitor students’ behavior, (5) failed to properly record, supervise and monitor student attendance, (6) failed to follow proper protocol in disciplining and redirecting students, and (7) failed to follow proper protocol regarding cell phone usage. The tribunal recommended the non-renewal of Appellant’s teaching contract because of incompetency, willful neglect of duty and other good and sufficient cause. The Local Board adopted the tribunal’s findings and recommendation and did not renew Appellant’s teaching contract. Appellant then appealed to the State Board of Education.

¹ There were numerous other charges made in the charge letter.

Appellant claims that her non-renewal is a retaliatory move because she filed a complaint with the Professional Practices Commission against her former principal. Before the 2008-2009 school year, Appellant taught at C. W. Hill Elementary school. In March 2008, Appellant's then principal placed her on a professional development plan (PDP) because of her lack of classroom management skills. The principal supervised Appellant for three years and moved Appellant from a third grade position to a first grade position, and finally to a kindergarten position in an effort to assist her management skills. On April 8, 2009, Appellant filed a complaint against her principal with the Professional Practices Commission and alleged that the principal had mistreated one of her students.

Near the end of the 2007-2008 school year, the C. W. Hill principal talked to the Continental Colony principal and learned that the Continental Colony principal needed a teacher with experience in a new method of teaching that was being introduced at Continental Colony. Appellant had experience with the new method and the principals agreed to transfer Appellant to Continental Colony as a way to provide her a new environment. Immediately after she started teaching at Continental Colony, Appellant began receiving critical evaluations from the Continental Colony principal, which continued until the time of the hearing. Nevertheless, there was no evidence that the Continental Colony principal's actions were taken against Appellant because Appellant had filed a complaint against her former principal.

Instead, the evidence showed that Appellant had problems managing her students. On different occasions, Appellant's students were observed running around, sleeping, and doing their own independent activities without Appellant exercising any control. Although Appellant attempted to shift the blame for her lack of control onto the principal by claiming the principal would not provide any discipline when the students were sent to the office, the tribunal found that it was Appellant who was responsible. The State Board of Education, therefore, concludes that there was no evidence that the non-renewal was a retaliatory measure.

Appellant also claims she was denied due process because the proper evaluation procedures were not followed since she did not receive the requisite number of evaluations. This issue was not addressed by the tribunal, nor was it raised as an issue even though there was evidence presented about the evaluation process. "If an issue is not raised at the initial hearing, it cannot be raised for the first time when an appeal is made." *Hutcheson v. DeKalb Cnty. Bd. of Educ.*, Case No. 1980-5 (Ga. SBE, May 8, 1980). The State Board of Education, as an appellate body, is not authorized to consider matters that have not been raised before the Local Board. *Sharpley v. Hall Cnty. Bd. of Educ.*, 251 Ga. 54, 303 S.E.2d 9 (1983). Nevertheless, there was evidence that efforts were made to schedule additional evaluations and it does not appear that the process was improper. The State Board of Education concludes that Appellant's claim that she was denied due process because of an error in the evaluation process is without merit.

Appellant also claims that school system's attorney made an improper closing argument that unduly influenced the tribunal members because it referenced prior

conduct of the Appellant. A review of the tribunal's findings, however, shows that the tribunal confined its findings to the current year and did not examine any prior conduct or base its findings on any prior conduct. The State Board of Education concludes that Appellant's claim of undue influence is also without merit.

Based upon the foregoing and a review of the record, it is the opinion of the State Board of Education that there was evidence to support the Local Board's decision and there was no evidence to establish that the non-renewal of Appellant's contract was a retaliatory measure. Accordingly, the Local Board's decision is **SUSTAINED**.

This _____ day of September 2009.

William Bradley Bryant
Vice Chairman for Appeals