

The Fair Dismissal Act: Ten Mistakes School Systems Make

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GEORGIA'S FAIR DISMISSAL ACT¹

Public school administrators who deal with the Fair Dismissal Act on a regular basis quickly come to understand that they must traverse treacherous terrain. However, if school districts monitor the employment of teachers with diligence and detailed procedures, they can spare themselves from most of the potential problem areas. This paper, aimed at Georgia public school administrators who deal with personnel issues, discusses in Section I common mistakes made by school systems respecting the Fair Dismissal Act. Section II provides very basic background information about the Act. Finally, Section III provides a sampling of updated case summaries, allowing administrators to ascertain how the Georgia State Board of Education and other appellate courts might interpret the Act in comparable situations.

I. 10 Mistakes School Systems Make in Regard to the Fair Dismissal Act

Georgia's Fair Dismissal Act generously provides school systems numerous opportunities to make errors. Below are ten common mistakes that school systems make. Some of them are easier to avoid than others. The best approach is to focus on prevention of personnel problems by instituting sound procedures and following them and, when it becomes necessary to take action against a contract of employment, by building the case patiently.

¹ I thank two colleagues at my firm, Brett Thompson and Carol Callaway, the former for his assistance with the recent case updates, and the latter for sharing some of her experience and insights into the Fair Dismissal Act.

1. “Ready, shoot, aim.” (Moving too fast).

When a call comes that a principal wants to move rapidly to terminate a teacher, the superintendent should examine whether an adequate case has been built. Decisions effecting the livelihood of employees can be time-consuming and difficult, with emotions tending to run high on both sides. Cases sometimes are quite straightforward in requiring that termination or non-renewal be pursued. More commonly, a tough judgment call must be made.

Getting an objective view can be critical. Some school systems, particularly larger ones, have full time personnel investigators who are able to gather evidence and lend some objectivity to the early stages of personnel cases. Consulting the school board attorney at an early stage can also assist as the superintendent assesses the strengths and weaknesses of each case. Frequently, it is effective for the school system to ask itself some of the following questions. What documentation has the employee received in the past which directed him to “shape up?” (See #2 below). Has anyone ascertained what the employee’s explanation will be? In addition to the chief evidence, is there a corroborating witness or document? These questions must be asked, since the employee will probably have an attorney of his own who will be asking similar questions on cross examination at the hearing.

Superintendents, rightfully eager to support their principals, nonetheless must insist that principals must be prepared to justify any termination they propose. There is a natural tendency for principals to procrastinate before confronting teachers about deficient performance. This delay, however, is unfair to the teacher, and it can jeopardize

future action on the part of the district. A little early confrontation can go a long way towards avoiding a later, bitter, legal confrontation.

2. Failure to document past problems with an employee.

Careful and detailed documentation of an employee's deficient performance is the most effective way to ensure that, in the end, any adverse employment action is legal and fair. One administrator estimates that 50% of the teachers placed on a Professional Development Plan ("PDP") are successful in completing it.

It is common in the process of preparing for a hearing that it will be discovered that a teacher should have been placed on a PDP well before the conduct that triggered the institution of the current action. For instance, if a school principal has contacted her superintendent to demand that a teacher be fired for certain conduct over the course of a school year, the superintendent may want to ask whether a PDP is in place, and if not, why not. School systems that follow a rigid, detailed documentation process will often be spared from having to conduct personnel hearings.

Finally, a rigid documentation process is most effective at building a case for insubordination, which is quite effective when lodged in the form of a failure to follow a prior written directive.

3. Making employment decisions "like a business."

At times, administrators become understandably frustrated with employee conduct which might result in termination if the employment were "at will." It is

important to remember, however, that the Georgia Legislature has granted teachers extensive protections in the Fair Dismissal Act.

A corollary of this observation is the tendency of a termination decision to stray from the specific eight statutory grounds for termination. Such reasons as: “that is wrongful use of school property” or “her personal life is now a laughingstock around town” might be true, and investigation might be in order to explore any nexus between conduct and disruption in the classroom. But the bottom line is that the charges will need to fit at least one of the eight grounds for termination.

4. Technicalities!

Administrators must stay well informed about the many steps required for a local board’s termination decision to be made and upheld. Having decided to proceed with a non-renewal or termination, the superintendent must make sure that the district complies with the law respecting notice, service of process, subpoenas, the hearing, and the ruling. Again, it is advisable to consult the school board attorney involved at an early stage.

5. Relying solely on “other good and sufficient cause.”

The Fair Dismissal Act provides eight grounds on which termination or suspension can be based. The most mysterious ground, by far, is “other good and sufficient cause.” Can the school system determine, at its own broad discretion, what constitutes good cause? No. This clause is not intended to be an all-purpose justification for termination; rather, terminations under this ground must be based on the actions of the

employee. The case will probably be much stronger if it also depends on at least one of the other seven grounds for termination. This ground of “other good and sufficient cause” tends to be the one regarded most skeptically by the State Board and courts.

6. Employee leave rights.

An employee’s leave status must often be addressed before non-renewal or termination can occur. Issues concerning Board policy regarding short or long term leave, FMLA, ADA, and other regulations can arise. Therefore, it is important for school systems not to make a legal misstep in these areas.

7. Passing off the problem to another district’s children.

Too often, school systems pass up the opportunity to address head-on a problem employee. It may be tempting to forego termination proceedings or the PDP process in exchange for granting a favorable or neutral job reference which allows an employee to leave the school system to become the problem of another school system. If faced with this kind of situation, school administrators should ask themselves what is in the best interests of the children who might end up being students of the teacher in question.

8. Using conduct/actions from a prior school year.

Conduct from a teacher’s prior contract year cannot be used in the context of non-renewal, termination, or suspension. Prior conduct can only be used to establish a pattern of behavior which fits one of the charges. School systems quite often make this mistake,

which reveals, more than anything else, an even earlier mistake of renewing the contract of a deficient teacher. There have been a number of State Board cases reversing the local board's decisions that were based on such grounds.

9. The Last Minute Hire.

More than one school principal has told me that their most significant "problem employees" were people who were hired at the last minute on a rush basis. These employees were therefore "fast tracked" through some of the rigors of the employment screening process.

10. Failure to Train and Prevent.

An ounce of prevention is worth a pound of cure. Having the board attorney and HR director take a couple hours each year to train principals on the employee documentation process can prevent numerous problems.

II. Background: The Georgia Fair Dismissal Act

This section discusses very basic background material relating to the Fair Dismissal Act, O.C.G.A. §§ 20-2-940, et seq., which governs the dismissal, demotion, and suspension of professional, certificated school district employees in Georgia. It also governs the suspension and termination of school district employees who have a contract for a definite term.

A. Contract for a Definite Period

O.C.G.A. § 20-2-940 governs the suspension and termination of in-place definite term contracts. The statute applies equally to certificated and classified employees who have employment contracts, but does not apply to at-will employees without contracts. Suspension and termination may be based only on the eight grounds enumerated in O.C.G.A. § 20-2-940(a), and a hearing is required prior to the employee's suspension or termination. (Suspension is without pay and may last up to 60 days under O.C.G.A. § 20-2-943(a)(1)(b), and the suspended employee is to perform no services whatsoever for the local board.) These eight specific grounds for suspension or termination are as follows:

1. **Incompetency**, which can be shown by:
 - Deficient record keeping of student grades and attendance (Hendrick v. Cobb Cnty. Bd. of Ed., 3 GASLD ¶ 66 (Ga. SBOE 1999)).
 - High failure rate of students (Garner vs. Murray Cnty. Bd. of Ed., No. 1992-30 (Ga. SBOE 1992)).
 - Failure to improve teaching performance (Thomas vs. Grady Cnty. Bd. of Ed., No. 1992-24 (Ga. SBOE 1992)).

2. **Insubordination**, which can be shown by:
 - Refusal to submit to drug test (Hearn v. Bd. of Public Ed., 191 F.3d 1329 (11th Cir. 1999); pet. for reh. en banc denied, 1999 U.S. App. LEXIS 37158 (December 8, 1999); cert. denied, 2000 U.S. LEXIS 3197 (May 15, 2000); 3 GASLD 43).
 - Failure to complete lesson plans and grades (Rushforth v. Gwinnett Cnty. Bd. of Ed., 3 GASLD ¶ 121 (Ga. SBOE 2000)).
 - Failure to obey instructions to avoid confrontations (Bryant v. Tift Cnty. Bd. of Ed., 3 GASLD ¶ 144 (Ga. SBOE 2001)).

- Refusal to submit lesson plans as instructed (Mintah vs. Spalding Cnty. Bd. of Ed., No. 1992-23 (Ga. SBOE 1992)).

3. **Willful neglect of duties**, which can be shown by:

- Refusal to render a make-up exam to a student (Hemak v. Bibb Cnty. Bd. of Ed., 3 GASLD ¶ 46 (Ga. SBOE 1999)).
- Failure to supervise students (Rai v. Harris Cnty. Bd. of Ed., 3 GASLD ¶ 142 (Ga. SBOE 2000)).
- Failure to complete lesson plans and grades (Rushforth v. Gwinnett Cnty. Bd. of Ed., 3 GASLD ¶ 121 (Ga. SBOE 2000)).
- Failure to report to work when released by a physician (Mintah vs. Spalding Cnty. Bd. of Ed., No. 1992-23 (Ga. SBOE 1992)).
- Violating "no pass/no participation" rules (Walker vs. Marietta City Bd. of Ed., No. 1992-26 (Ga. SBOE 1992)).

4. **Immorality**, which can be shown by:

- Forcing student to have oral sex (Griffin v. Richmond Cnty. Bd. of Ed., 3 GASLD ¶ 143 (Ga. SBOE 2001)).
- Sexual encounters at school (Cornett v. Bartow Cnty. Bd. of Ed., 3 GASLD ¶ 21 (Ga. SBOE 1999)).
- Theft (Williams vs. Gwinnett Cnty. Bd. of Ed., No. 1992-14 (Ga. SBOE 1992)).
- Sodomy (Livington vs. Roach, PPL Case 92/93-056 (PPC 1992)).
- Sexual/Romantic involvement with students (Bradley vs. Jones, PPL Case 1991/92-134 (PPC 1992)); Burris vs. Habersham Cnty. Bd. of Ed., No. 1992-22 (Ga. SBOE 1992)).

5. **Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local board of education.**

6. **To reduce staff due to the loss of students or cancellation of programs.**

- This can include elimination of positions not directly involved with instruction and has been cited as the authority for district "reduction in force" plans.

(Dougherty v. Douglas Cnty. Bd. of Ed., 3 GASLD ¶ 50 (Ga. SBOE 1999); Curry vs. Dawson Cnty. Bd. of Ed., No. 1991-7 (Ga. SBOE 1991); Raines vs. Habersham Cnty. Bd. of Ed., No 1977-15 (Ga. SBOE 1977)).

7. **Failure to secure and maintain necessary educational training.**

- (Thomas vs. DeKalb Cnty. Bd. of Ed., No. 1992-6 (Ga. SBOE 1992)).

8. **Any other good and sufficient cause.** This is rarely used independently of one of the other seven grounds. However, some examples are:

- Placing a video camera in the girls' locker room (Clinch Cnty. Bd. of Ed.v. Hinson, 3 GASLD ¶ 130 (Ga. SBOE 2000)).
- Failure to pay check or cell phone charges (Cabe v. Walton Cnty. Bd. of Ed., 3 GASLD ¶ 135 (Ga. SBOE 2000)).
- Making false statements to newspaper to justify suspension of principal (Johnson v. Tift Cnty. Bd. of Ed., 3 GASLD ¶ 133 (Ga. SBOE 2000)).
- Striking a student in anger (Alderman vs. Appling Cnty. Bd. of Ed., No. 1992-9 (Ga. SBOE 1992)).
- Theft (Williams vs. Gwinnett Cnty. Bd. of Ed., No. 1992-14 (Ga. SBOE 1992)).

Notice must be given to the employee of the hearing and charges at least ten days prior to the date of hearing on the proposed termination. At a minimum, the notice must include:

1. The cause or causes for the employee's discharge, suspension, or demotion [this is the tie-in from O.C.G.A. § 20-2-943 for tenured

employees] in sufficient detail to enable him fairly to show any error that may exist therein;

2. The names of the known witnesses and a concise summary of the evidence to be used against him. The names of new witnesses shall be given as soon as practicable. This requirement is important, as it prevents local boards from denying the agreed employee access to the investigative materials prepared by the school district in formulating the charges. This is a particular concern when students are the ones furnishing the information to the administration;
3. The time and place where the hearing will be held; and
4. Notice that the employee, upon request, shall be furnished with compulsory process or subpoena legally requiring the attendance of witnesses and the production of documents and other papers as provided by law.

The burden of proof is on the school system. If the employee loses, there is an automatic right to appeal to the State Board of Education which must follow the procedures set out in O.C.G.A. § 20-2-1160. If the employee loses at the State Board level, there is again an automatic right to appeal to the Superior Court. The next appeal level is to the Court of Appeals, but the right to appeal is no longer automatic.

B. Demotions and Non-Renewals

O.C.G.A. § 20-2-942 governs demotions and non-renewals of "tenured" employees, and, therefore, only applies to certificated employees. "Tenured" employees must be given a hearing upon request. Unlike a case of termination or suspension, in which a hearing is mandatory, the non-renewed employee must request a hearing after the notice required by O.C.G.A. § 20-2-942(b)(2) is received. Harvey v. King, 248 Ga. 838 (1982). This request must be made in writing and sent by certified mail within twenty

(20) days of the date the notice was mailed. Within fourteen (14) days of the mailing date of the request for hearing, the local board must furnish a notice complying with the provisions of O.C.G.A. § 20-2-940(b); in other words, the standard termination or suspension notice letter containing charges, time of hearing, witnesses, etc. If the employee chooses not to request a hearing upon the non-renewal action, the employee has waived all of the rights he or she may have to protest this non-renewal action.

Harvey v. King, 248 Ga. 838; Owen v. Long Cnty. Bd. of Ed., 245 Ga. 647 (1980).

A demotion or non-renewal of a "tenured" employee may be only for cause based upon the eight reasons listed in the preceding section. No showing of cause is required for the non-renewal of teachers who are not "tenured" under O.C.G.A. § 20-2-942.

Notices of non-renewal decisions must be given prior to April 15 of the current school year. If no notice of non-renewal is given, the employee is considered re-hired for the following school year. Two important exceptions exist:

1. The employee elects not to accept such employment by notifying the board or superintendent by May 1 of such an election.
2. The employee's current year contract is terminated under O.C.G.A. § 20-2-940. If the employee's contract for the current year is terminated, even if no non-renewal notice is sent, there appears to be no requirement to send a non-renewal notice. However, if a tenured employee is terminated, the hearing under O.C.G.A. § 20-2-940 is required.

A demotion occurs when a tenured employee is reassigned from "one position in the school system to another position having less responsibility, prestige and salary."

C. Transfers

Transfers are outside the coverage of the Fair Dismissal Act, and even tenured personnel can be transferred without a Fair Dismissal Act hearing. The employee may,

however, request a hearing under O.C.G.A. § 20-2-1160. At this hearing, the burden of establishing the unreasonableness of the transfer is placed on the employee, and not on the local board. Baker vs. Appling Cnty. Bd. of Ed., No. 1992-27 (Ga. SBOE 1992). The local board is not required to show cause prior to the transfer (Wright vs. Newton Cnty. Bd. of Ed., No. 1991-27 (Ga. SBOE 1991)). If the local board refuses to grant a hearing to the employee regarding the transfer, the employee may not petition the State Board to overturn the local board's decision; rather, the employee must file suit in Court. Cromer vs. Polk Cnty. Bd. of Ed., No. 1991-29 (Ga. SBOE 1991).

In order to remove a transfer from Fair Dismissal Act requirements, the local board must avoid crossing two important lines. The transfer cannot be used as part of a disciplinary action after an employee has been found by the local board to have committed some punishable offense (Wilner vs. Fulton Cnty. Bd. of Ed., No. 1991-6 (Ga. SBOE 1991)). If no charges are pending against the employee at the time the transfer occurs, and if no retaliatory motive for the transfer appears, the transfer most likely will be sustained by the State Board. See, e.g., Baker vs. Appling Cnty. Bd. of Ed., No. 1992-27 (Ga. SBOE 1992).

In addition, the transfer cannot be a demotion. Simply stated, if the transfer results in a loss of prestige, responsibility, or salary for personnel with tenure in that position, then a demotion has occurred, necessitating a hearing under the Fair Dismissal Act. Loss of a supplemental position (such as a coaching position or a department head position) does not constitute a demotion.

D. Emergency Suspensions/ Temporary Relief from Duty

Superintendents may temporarily suspend employees for up to ten (10) days for any reason under O.C.G.A. § 20-2-940(a) if the charges are of such seriousness or other circumstances exist which indicate that the employee's continued presence on the job would cause a "danger or disruption or do serious harm to the school, its mission, pupils, or personnel." During the period of suspension, the local board must hold a hearing just as it would for termination or long-term suspension of an employee. However, in this case, only three (3) days notice of the hearing is required as opposed to ten (10) days. Prior to the hearing, the employee continues to receive pay and all other benefits. If the suspension is sustained at the hearing, then no pay shall be received for the remainder of the suspension period.

E. Letters of Reprimand

Only local school superintendents have the authority to write official letters of reprimand, and they may do so for any valid reason. See O.C.G.A. § 20-2-944. A copy of the letter is to be placed in the employee's permanent personnel file. The employee receiving the letter may appeal the superintendent's action to the local board under the conditions set out in O.C.G.A. § 20-2-940. If the decision of the superintendent is reversed, the letter shall be removed from the employee's permanent personnel file.

III. Update on Recent Fair Dismissal Decisions

The following are notable decisions under the Fair Dismissal Act since 1999 concerning incompetence, insubordination, willful neglect of duties, immorality,

reduction in force (RIF), inciting or encouraging students to violate the law, failure to secure and maintain necessary educational training, and other good and sufficient cause. The State Board of Education, which must judge local boards under the “any evidence” standard, is generally deferential to local boards. In fact, according to a quick search we performed, the State Board has upheld terminations in 30 out of the 34 termination cases that it has decided since 1999. The State Board, however, will reverse a local board for failure to follow specific requirements and procedures of the Fair Dismissal Act.

1. Incompetency

Browning v. Atlanta Bd. of Ed., 3 GASLD ¶ 17 (Ga. SBOE 1999). A special education teacher was terminated for incompetence, willful neglect of duties, and insubordination as a result of the teacher’s declining job performance following her transfer to another school. The State Board determined that there was sufficient evidence under its standard of review to support the charges.

Harris v. Harris Cnty. Bd. of Ed., 4 GASLD ¶ 112 (Ga. SBOE 2004). The State Board upheld the local board’s decision to terminate a teacher’s contract for insubordination, incompetence, willful neglect of duties and other good and sufficient cause. After conducting multiple observations, school administrators found the teacher’s classroom performance to be deficient. The local board terminated the teacher’s contract. The State Board affirmed, and specifically addressed the charge of incompetence. The State Board concluded that there was evidence of incompetence based on the teacher’s negative evaluations.

Webb v. Calhoun Cnty. Bd. of Ed., 4 GASLD ¶ 74 (Ga. SBOE 2003). The State Board upheld the local board’s decision to terminate a teacher’s contract for incompetence and other good and sufficient cause. The teacher was not effective at maintaining discipline in his classroom. The teacher administered corporal punishment on a number of occasions and, at one point, took almost his entire class to the office to be disciplined. Additionally, students alleged that the teacher stated that white students were smarter than black students. The local board terminated the teacher’s contract. On appeal, the teacher argued that there was a lack of evidence to support the charges against him. He claimed that the local board lacked documentation of his inability to control his classroom. He noted that the only formal evaluation of his teaching that was conducted was satisfactory. The State Board determined that “[w]hile documentary evidence may have been useful to the school system in presenting its case, the testimony of administrators was sufficient evidence, if believed, to establish that [the teacher] had

trouble in controlling his classes.” After finding that there was evidence to support the charges, the stated board affirmed the local board’s decision.

2. Insubordination

Hearn v. Bd. of Public Ed., 191 F.3d 1329 (11th Cir. 1999); pet. for reh. en banc denied, 1999 U.S. App. LEXIS 37158 (December 8, 1999); cert. denied, 2000 U.S. LEXIS 3197 (May 15, 2000); 3 GASLD ¶ 43. A teacher’s refusal to submit to a drug test urinalysis, upon a finding of reasonable suspicion, resulted in her removal. The terminated teacher challenged the action by claiming that a dog-sniff search of her vehicle was illegal because it was not conducted pursuant to the board’s “Drug-Free Workplace Policy.” On appeal, the U. S. Court of Appeals for the 11th Circuit rejected that claim, characterizing the search as arising out of a law enforcement event that overrode the board’s policy.

Rushforth v. Gwinnett Cnty. Bd. of Ed., 3 GASLD ¶ 121 (Ga. SBOE 2000). The State Board upheld a local board’s decision to fire a teacher who failed to return to his classes after Thanksgiving break as a result of incarceration based on charges of driving under the influence of alcohol. It rejected the teacher’s claim that there was no evidence that he intentionally failed to return to school. While the teacher may not have wanted to spend time in jail, his incarceration was a natural consequence of his decision to drive under the influence of alcohol. Additionally, the teacher’s failure to complete his lesson plans and grades supported a charge that he willfully failed to follow the directions of his principal.

Bryant v. Tift Cnty. Bd. of Ed., 3 GASLD ¶ 144 (Ga. SBOE 2001). The State Board of education found that on at least two separate occasions a teacher disobeyed direct orders from her superiors and the distract was therefore justified in not renewing her contract because of insubordination. On one occasion, the teacher engaged in an argument with another teacher, and did so again after both teachers met with the principal to discuss the incident. Those arguments occurred despite instructions to avoid confrontations with other teachers and the implementation of a professional development plan designed to improve the teacher’s “working relations with other teachers.” The teacher also refused to sort a group of tests in alphabetical order. She later threw the tests on the assistant principal’s desk and accused another teacher of not communicating.

Prentice v. Clayton Cnty. Bd. of Ed., 4 GASLD ¶ 78 (Ga. SBOE 2003). The State Board upheld a teacher’s termination for incompetency, insubordination, and other good and sufficient cause. The teacher threw a chair at another teacher, acted unprofessionally toward colleagues, refused to carry out an assignment given by her department chair, and failed to submit proper lesson plans. The State Board determined that the local board only needed to meet the “any evidence” standard rather than the “preponderance of the evidence” standard. The State Board concluded that even though the teacher disputed the

local district's evidence, it was proper for the trier of fact to determine which version of the story to accept.

Neace v. Gwinnett Cnty. Bd. of Ed., 4 GASLD ¶ 198 (Ga. SBOE 2005). The State Board upheld the local board's decision to terminate a teacher's contract for insubordination, willful neglect of duty, and other good and sufficient cause. The teacher reduced a student's grade on an assignment because the student slept in class. If the teacher had not done so, the student would have made a perfect score on the assignment. The principal believed that this action violated a school board policy that prohibited teachers from reducing grades as a disciplinary penalty. The principal directed the teacher to change the score and to forbid students from sleeping in class. The teacher refused to comply. The local board terminated his contract based on insubordination, willful neglect of duty, and other good and sufficient cause. On appeal, the teacher argued that he was not insubordinate; rather, he claimed that he feared he would lose his teaching license for falsifying a grade. The State Board determined, however, that the teacher did have the requisite intent to disobey orders given by his superiors. Despite being informed that his refusal to change the grade violated district policy and being directed to not allow students to sleep in his class, the teacher refused to comply.

Stieve v. Bentley Cnty. Bd. of Ed., 4 GASLD ¶ 77 (Ga. SBOE 2003). The State Board upheld the local board's decision to terminate a teacher's contract for incompetence, willful neglect of duties, insubordination, and other good and sufficient cause. The teacher appeared at school in a disoriented state due to a prescription medication. The principal and local superintendent ordered him to never come to school in an impaired condition. Nevertheless, the teacher violated this directive and came to school in an impaired state once again. Months later, the principal saw the teacher berate a student in the hallway. Upon the recommendation of the principal and local superintendent, the local board terminated the teacher's contract for incompetence, willful neglect of duties, insubordination, and other good and sufficient cause. The State Board upheld the local board's decision after determining that there was evidence to support it.

Burks v. Dougherty Cnty. Bd. of Ed., 4 GASLD ¶ 121 (Ga. SBOE 2004). The State Board upheld the local board's decision to terminate a teacher for insubordination. A student in the teacher's class claimed that there was a note on the teacher's desk that contained sexually explicit language. As a result of the ensuing disruption, the teacher called the principal and an assistant principal to the classroom. The principal asked the teacher to let him see the note that allegedly contained the sexually explicit language. The teacher refused. Afterwards, the principal directed the teacher to wait in the principal's office until the deputy superintendent arrived to discuss the situation. The teacher, however, left the principal's office. The local board followed the local superintendent's recommendation to dismiss the teacher. The State Board determined that there was evidence to support the teacher's dismissal and, therefore, sustained the local board's decision.

Rourk v. Columbia Cnty. Bd. of Ed., 4 GASLD ¶ 65 (Ga. SBOE 2003). The State Board upheld the local board's termination of a social worker's teaching contract for insubordination, willful neglect of duties, and other good and sufficient cause. The social worker made numerous accusations regarding school district employees and failed to give explanations for those accusations when directed to do so. Consequently, the local assistant superintendent recommended the social worker's termination for insubordination, willful neglect of duties, and other good and sufficient cause. The local board held a hearing and decided to terminate the social worker's contract. On appeal, the social worker contended that she had not been insubordinate. The State Board noted that the social worker "had specific directives from the Assistant Superintendent to provide him with an explanation of the charges she was making against him and she refused to provide him with an explanation." The State Board concluded that there was evidence to support the local board's decision.

Brawner v. Marietta City Bd. of Ed., 4 GASLD ¶ 172 (Ga. SBOE 2005). The State Board upheld a teacher's termination for insubordination. The teacher was granted leave due to cancer-related difficulties. She was told not to return to school without a certificate from a doctor stating that she was fit to return to work. She returned to school without providing such a certificate. The same day she returned to work, she had a health emergency that required her to leave school early. The local board terminated the teacher's contract for insubordination due to the teacher's act of returning to work without providing a doctor's certificate. The local board also determined that there was other good and sufficient cause for the termination because the teacher had not worked for more than a year. The State Board determined that there was evidence to support termination for insubordination. The State Board concluded that there was not, however, other good and sufficient cause due to the teacher's absence for more than one year because the State Board construed the school district's disability policy to allow absences of more than one year under certain circumstances.

Ivey v. Thomas Cnty. Bd. of Ed., 4 GASLD ¶ 159 (Ga. SBOE 2005). The State Board upheld the termination of the contract of the director of an alternative school for insubordination, willful neglect of duties, and other good and sufficient cause. (The State Board did not make clear exactly which instances of conduct constituted insubordination.) The director acted unprofessionally towards a parent and a student who came to enroll in the alternative school. Additionally, the director allowed an employee to baby sit her grandchild at the school. Furthermore, the director received an unsatisfactory evaluation. Therefore, the local board terminated the teacher. The State Board determined that there was evidence to support the local board's decision and therefore sustained it.

Goode v. Atlanta City Bd. of Ed., 4 GASLD ¶ 149 (Ga. SBOE 2005). The State Board reversed a local board's decision not to renew a teacher's contract because of insubordination and willful neglect of duties. The local board reached its non-renewal

decision when the tribunal determined that the teacher neither video-taped himself teaching nor watched an instructional video series, as he was required to do under his professional development plan. The State Board found that the charge letter was insufficient. The State Board also held that the teacher was not insubordinate because the evidence showed that the teacher was unable to carry out the required tasks. While the teacher failed to inform the principal of his inability to carry out the requirements, the State Board determined that this did not rise to the level of insubordination. The State Board elaborated that “[t]he inability to complete a requirement is not a deliberate refusal to execute a command of a superior and, therefore, does not constitute insubordination.” Similarly, the State Board determined that the teacher had not willfully neglected his duties because his inability to complete the tasks did “not establish that he knowingly undertook to avoid an assigned task...” Therefore, the State Board reversed the local board’s non-renewal of the teacher’s contract.

Nelson v. Atlanta City Bd. of Ed., 4 GASLD ¶ 152 (Ga. SBOE 2005). The State Board reversed the local board’s non-renewal of a principal’s contract for insubordination and willful neglect of duties. The primary example of the principal’s alleged willful neglect of duties was that the principal failed to provide documents indicating that he was providing feedback to his teachers. The State Board concluded that while the teacher might have been negligent, his conduct did not rise to the level of willful neglect of duties under Georgia law. The State Board determined that other evidence was inadmissible because it dealt with incidents from previous school years. The State Board also determined that there was not sufficient evidence of insubordination. The tribunal did find examples of insubordination, but they were from previous school years and could not be considered in a decision not to renew a contract. Therefore, the State Board reversed the local board’s non-renewal of the principal’s contract.

Harris v. Harris Cnty. Bd. of Ed., 4 GASLD ¶ 112 (Ga. SBOE 2004). The State Board upheld the local board’s decision to terminate a teacher for insubordination, incompetence, willful neglect of duties and other good and sufficient cause. The teacher sent a student to a specific assistant principal, however a different assistant principal dealt with the student. The teacher became upset and insisted that the student obtain the signature of the assistant principal that she was sent to. The assistant principal who dealt with the student brought the student back to class. The teacher became very angry and the assistant principal considered the teacher’s behavior to be insubordinate. On a later occasion, the teacher refused to attend a meeting with the principal without her daughters present, even though the principal insisted that the daughters not attend the meeting. Additionally, the teacher willfully neglected her duty to complete lesson plans. Furthermore, administrators found her teaching to be deficient after conducting multiple observations. The local board terminated the teacher’s contract. The State Board affirmed, and specifically addressed the charge of incompetence. The State Board concluded that there was evidence of incompetence based on the teacher’s negative evaluations and sustained the local board’s decision.

3. Willful Neglect of Duties

Rushforth v. Gwinnett Cnty. Bd. of Ed., 3 GASLD ¶ 212 (Ga. SBOE 2000). As a result of incarceration based on charges of driving under the influence of alcohol, a teacher did not make it back to school in time after the Thanksgiving holidays. The teacher claimed that there was no evidence that he intentionally failed to return to school. Neither the local board nor the State Board on appeal bought the argument. While the teacher, to be sure, may not have wanted to spend time in jail, his incarceration was a natural consequence of his decision to drive under the influence of alcohol. Additionally, the teacher's failure to complete his lesson plans and grades supported a charge that he willfully failed to follow the directions of his principal.

Hemak v. Bibb Cnty. Bd. of Ed., 2 GASLD ¶ 46 (Ga. SBOE 2000). The teacher's termination for refusal to administer a make-up examination to a student was upheld.

Rai v. Harris Cnty. Bd. of Ed., 3 GASLD ¶ 142 (Ga. SBOE 2000). The State Board of education declared that evidence supported a district's decision to terminate an alternative school teacher for failing to supervise two students and for urging another teacher to provide false information to the police. There was sufficient evidence that the teacher willfully neglected his duties. It was also clear that in allowing the students to leave the classroom unattended, the teacher failed to supervise his students as required. The district also did not improperly discipline the teacher twice for the same offense. While the superintendent previously reprimanded the teacher, he was terminated after new information came to light following an investigation by the district and police. Accordingly, the district's decision was not arbitrary or capricious.

Goode v. Atlanta City Bd. of Ed., 4 GASLD ¶ 149 (Ga. SBOE 2005). The State Board reversed a local board's decision not to renew a teacher's contract because of insubordination and willful neglect of duties. The local board reached its non-renewal decision because the tribunal determined that the teacher neither video taped himself teaching nor watched an instructional video series, as he was required to do under his professional development plan. The teacher was unable to carry out the required tasks because the materials he needed were not available. The State Board determined that the teacher had not willfully neglected his duties because his inability to complete the tasks did "not establish that he knowingly undertook to avoid an assigned task...."

Neace v. Gwinnett Cnty. Bd. of Ed., 4 GASLD ¶ 198 (Ga. SBOE 2005). The State Board upheld the local board's decision to terminate a teacher's contract for insubordination, willful neglect of duty, and other good and sufficient cause. The State Board found that the teacher willfully neglected his duties by allowing students to sleep in class after being instructed at the beginning of the school year that teachers were not to allow students to sleep in class. Therefore, the State Board sustained the local board's decision.

Johnson v. Dougherty Cnty. Bd. of Ed., 4 GASLD ¶ 64 (Ga. SBOE 2003). The State Board upheld the local board's decision to suspend a teacher for 60 days without pay for insubordination, incompetence, willful neglect of duties, and other good and sufficient causes. The teacher missed one and one-half days of school without following the appropriate procedures. Consequently, the acting principal sought to deduct the corresponding amount from the teacher's paycheck. The teacher requested a hearing. Then, the local superintendent added charges for the teacher's failure to carry out a number of his duties, such as bus monitoring and the consistent submission of lesson plans. At the hearing, the tribunal recommended a three-day suspension. Instead, the local board suspended the teacher for 60 days without pay. The State Board determined that the local board did not abuse its discretion because there was evidence to support the local board's findings.

Winfrey v. Atlanta City Bd. of Ed., 4 GASLD ¶ 59 (Ga. SBOE 2003). The State Board upheld a local board's decision to terminate a teacher for incompetency, insubordination, willful neglect of duties, and other good and sufficient cause. A tribunal found that the teacher "did not set goals and objectives in his instruction, did not develop creative and effective lesson plans, did not provide focused and structured instruction, and was tardy and inefficient in submitting his lesson plans." The local board followed the tribunal's recommendation that the teacher's contract not be renewed. The State Board found that there was evidence to support the local board's decision and that the fact that the teacher was well-liked did not overcome his teaching deficiencies.

Sullen v. Worth Cnty. Bd. of Ed., 4 GASLD ¶ 110 (Ga. SBOE 2004). The State Board upheld the termination of a counselor for willful neglect of duties and other good and sufficient cause. The counselor helped her cousin to enroll in Worth County High School, even though the cousin did not live in Worth County. The district policy did not allow non-residents to enroll in Worth County Schools. The local board terminated the counselor's contract for willful neglect of duties and other good and sufficient cause. The State Board sustained the decision, finding that there was evidence to support the charges.

Wall v. Dodge Cnty. Bd. of Ed., 4 GASLD ¶ 161 (Ga. SBOE 2005). The State Board upheld the local district's decision to terminate a teacher's contract for insubordination, willful neglect of duties and encouraging students to violate school policies. The teacher engaged in a number of acts that led to her dismissal, which included: defying her principal's instruction to not let students from other classes enter her classroom, assisting students in skipping other classes by writing hall passes, teaching dramatically less material than other teachers, and using profanity in the classroom. The local board terminated her contract. The State Board affirmed the decision, finding that there was evidence to support the charges. The State Board specifically addressed willful neglect of duties by noting that there was evidence of willful neglect of duties in the teacher's failure to properly maintain her grade book and her failure to cover sufficient material in her classes.

4. Immorality

Cabe v Walton Cnty. Bd. of Ed., 3 GASLD ¶ 135 (Ga. SBOE 2000). The State Board of education overturned a local board's decision not to renew a teacher's contract, ruling that the teacher's conduct of neglecting her cats while she was in a state of clinical depression did not rise to the level of immoral behavior and that the teacher continued to fulfill her classroom responsibilities. The State Board disagreed with the local board's contention that the teacher's inaction regarding her cats and her time in jail constituted "other good and sufficient cause" for not renewing her contract. The record showed that the teacher continued to be effective in the classroom and that her ability to serve as a role model was not adversely impacted.

Griffin v. Richmond Cnty. Bd. of Ed., 3 GASLD ¶ 143 (Ga. SBOE 2001). The State Board of education found that despite conflicting testimony, the evidence supported a district's decision to terminate a teacher for forcing a student to perform oral sex on him. The student could not state a specific date on which the alleged incident took place. Also, the teacher and other witnesses seemed to account for the teacher's whereabouts elsewhere on the possible dates the student did provide. Despite that inconsistent testimony, the local board heard the evidence, weighed it, and made its decision. The State Board stated that "although the evidence was in conflict on the issue, it was for the local board to resolve such conflicts in the testimony."

Cornett v. Bartow Cnty. Bd. of Ed., 3 GASLD ¶ 21 (Ga. SBOE 1999). A notice of termination was upheld against arguments that the notice was inadequate. The State Board sustained the teacher's termination based on charges of immorality and other good and sufficient cause in light of an ongoing four-year sexual relationship with a female teacher. Even though he denied the charges, the State Board was persuaded by the female teacher's testimony that they had sexual encounters on school property.

Johnson v. Dougherty Cnty. Bd. of Ed., 4 GASLD ¶ 143 (Ga. SBOE 2004). The State Board dismissed a teacher's appeal from a local board decision terminating the teacher's contract for immorality and other good and sufficient cause. The teacher administered a "savage beating" to his son with his fists and a belt. He was convicted of battery. The local board terminated the teacher's contract. The appellant filed an appeal with the State Board but did not do so in a timely manner. Therefore, the State Board dismissed the appeal. Nevertheless, the State Board noted that there was sufficient evidence for the local board to dismiss the teacher.

5. Inciting, encouraging, or counseling student to violate the law

Keene Walker v. Fulton Cnty. Bd. of Ed., 4 GASLD ¶ 183 (Ga. SBOE 2005). The State Board upheld the local board's decision to suspend a teacher for "inciting or encouraging his students to stage a protest and in and disrupt the operation of the school

in violation of O.C.G.A. § 20-2-940(a)(5).” The local board decided not to renew the teacher’s contract. Subsequently, the principal suspected that the teacher was attempting to undermine the principal, and the teacher was told not to report to work the following day. The teacher did report to work and was found in his classroom with 40 students who were supposed to be taking tests at the time. The assistant principal had to summon a resource officer to get the teacher to report to the principal’s office. The students began to protest. The teacher did not direct the students to return to class, so the local superintendent recommended that he be suspended. The local board suspended the teacher for “inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local board of education under the provisions of O.C.G.A § 20-2-940(a)(5).” The State Board determined that there was evidence to support the charge and upheld the suspension.

6. To reduce staff due to loss of students or cancellation of programs

Dougherty v. Douglas Cnty. Bd. of Ed., 3 GASLD ¶ 50 (Ga. SBOE 1999). Because the evidence showed that an electronics program taught by Dougherty was eliminated due to declining enrollment and safety concerns, the local board’s decision not to renew the teacher’s contract was upheld.

Ingram v. Baldwin Cnty. Bd. of Ed., 4 GASLD ¶ 16 (Ga. SBOE 2002). The State Board upheld the local board’s non-renewal of a media specialist’s contract as part of a reduction in force. The media specialist worked at an alternative school. When a decrease in the student population led to a reduction in state funding, the school system elected to retain only core teachers at the school. Consequently, the school system did not renew the contracts of the media specialist and five other teachers. The State Board concluded that there was evidence that indicated that a reduction in force was needed under the circumstances; therefore, the local board’s non-renewal of the media specialist’s contract was also supported by evidence.

Hinton v. Warren Cnty. Bd. of Ed., 4 GASLD ¶ 103 (Ga. SBOE 2003). The State Board upheld the local board’s decision to terminate a teacher’s contract due to a reduction in force. The local superintendent began a reduction in force due to a decrease in state funding. The local superintendent determined that the procedure to be followed at the teacher’s school would be to eliminate positions based on seniority, with “the last in being the first out.” As a result, the teacher lost his job. The teacher argued that the local superintendent’s “last-in, first-out” method was not rational. The State Board disagreed and stated that “[t]he release of any employee under a reduction in force program is not dependent upon the employee’s competency. The essential question is whether a reduction in force program is required. Once the necessity for a reduction in force program has been shown, a local board can adopt, or approve, any number of methods for selecting which employees will be terminated.” The State Board concluded that the local superintendent’s “last-in, first-out” method was rational. Additionally, the State Board determined that there was evidence of a decrease in funding and of

overstaffing in the school system. Thus, the termination of the teacher's contract was appropriate as part of a reduction in force.

Strassburger v. Atlanta City Bd. of Ed., 4 GASLD ¶ 148 (Ga. SBOE 2004). The State Board upheld the local board's non-renewal of a vocational supervisor's contract because of a reduction in staff due to a loss of students and decreased funding, and other good and sufficient cause. The State Board noted that there had been a reduction in funding and in the number of students participating in the supervisor's program. Furthermore, the State Board prohibited the supervisor from raising issues that were not raised before the local board. Therefore, the State Board affirmed the local board's decision.

McCluster v. Webster Cnty. Bd. of Ed., 4 GASLD ¶ 191 (Ga. SBOE 2005). The State Board upheld the local board's decision to terminate a teacher's contract due to the cancellation of the teacher's program. As a result of a decrease in funding, the local superintendent recommended, and the local board approved, a plan that eliminated the vocational program in which the teacher taught. The State Board determined that the local board appropriately terminated the contract and that there was evidence to support the local board's decision.

7. Failure to secure and maintain necessary educational training

Adjei v. Atlanta City Bd. of Ed., 4 GASLD ¶ 55 (Ga. SBOE 2003). The State Board upheld the termination of a teacher's contract for failure to obtain a valid teaching certificate. The teacher began teaching using an emergency teaching certificate. After two years of teaching, the teacher had failed to gain a valid teaching certificate. Therefore, the local board terminated the teacher's contract. Finding that there was evidence that the teacher was not certified to teach in Georgia, the State Board affirmed the local board's decision.

Oliver v. Lee Cnty. School Dist., 270 Ga. App. 61 (2004); 4 GASLD ¶ 132. The Georgia Court of Appeals affirmed a grant of summary judgment to a local board where the local board terminated a principal's contract. The court found undisputed evidence that the Professional Standards Commission had denied the principal a Georgia certificate partly because the principal failed to disclose his criminal and employment history on his job application with the school district. Therefore, the local board could terminate the contract.

8. Any Other Good and Sufficient Cause

Turner v. Bartow Cnty. Bd. of Ed., 3 GASLD ¶ 148 (Ga. SBOE 2001). A local board's demotion of a principal to a teacher for not paying a check or cellular phone charges for six months was proper, ruled the State Board of education. Although the district did not have a policy addressing whether the bookkeeper could cash and hold

onto checks for employees, the local board could and did find that the principal “effectively appropriated public funds for her own use.” The principal’s claim that the district was estopped from demoting her also failed. The district never led her to believe that she could avoid repaying the money over a long period of time. The introduction of evidence that the teacher violated the district’s code of ethics was immaterial. While she was not charged with violating the code of ethics, there was other good and sufficient cause to demote the principal.

Clinch Cnty. Bd. of Ed.v. Hinson, 247 Ga. App. 33, 543 S.E.2d 9 (2000), 3 GASLD ¶ 130). The Georgia Court of Appeals found that a local board lawfully fired an employee for placing a video camera in the high school girls’ locker room in an attempt to apprehend a thief, even though the school’s principal suggested that the employee take such action. The court stated that even if the evidence was insufficient to establish the employee’s incompetence, given his otherwise exemplary career record, the local board did not abuse its discretion in finding the existence of “other good and sufficient cause” for his termination. The record indicated that the employee and resource officer were solely responsible for positioning the video camera so as to capture the images of female students undressing in the locker room.

Johnson v. Tift Cnty. Bd. of Ed., 3 GASLD ¶ 133 (Ga. SBOE 2000). Although ruling that an employee’s false comments to a newspaper concerning school discipline did not constitute insubordination, the State Board of education held that the local board had other good cause to suspend the employee for his actions and that its suspension did not infringe on the employee’s right to free speech. The employee chose to attribute false motives and actions to his co-workers without investigating the facts. His actions had the effect of holding the principal and superintendent up to public ridicule and contempt, undermining their ability to provide leadership in the school system. At a minimum, there was evidence from which the local board could determine that the assistant principal displayed unprofessional conduct under the Code of Ethics for Educators.

Adams v. Cobb Cnty. Bd. of Ed., 3 GASLD ¶ 97 (Ga. SBOE 2000). The State Board upheld an administrative assistant’s 20-day suspension and transfer after he was found guilty of sexual harassment. The evidence showed that the AA created an environment that was both offensive and intimidating. He asked a female employee to dinner, despite the fact that they were both married, and asked her if she had ever been involved with a black man. He also commented on her figure and she left his office in tears on one occasion. The district had the authority to increase the AA’s suspension time, since no law prohibited it from doing so. Further, the AA failed to prove that his transfer was punitive, even though the district had not yet placed him in another position. The record showed that the AA was reluctant to interview for another position and there was a lack of open positions. Finally, the AA’s retaliation claim failed because the discrimination charges he levied were filed after he was charged with sexual harassment.

Anderson v. Dekalb Cnty. Bd. of Ed., 4 GASLD ¶ 56 (Ga. SBOE 2003). The State Board upheld a local board decision to suspend a teacher for incompetency and other good and sufficient cause. The teacher suspected that a group of students was tampering with her car. Then, the teacher used profanity towards the students and attempted to intimidate one of the students with a baseball bat. Months later, a tribunal found the teacher guilty of incompetence and found that there was other good and sufficient cause to punish her for her actions. The tribunal recommended that the teacher be suspended for 10 days. The local board ultimately reduced the suspension to six days. Subsequently, the local superintendent notified the teacher that he planned to transfer her to another school. The State Board concluded that there was evidence to suspend the teacher, but that it did not have jurisdiction to consider the appropriateness of the local superintendent's act of transferring the teacher.

Moulder v. Bartow Cnty. Bd. of Ed., 267 Ga. App. 339 (2004); cert. denied, Bartow Cnty. Bd. of Ed. v. Moulder, 2004 Ga. LEXIS 646 (Ga. Sept. 13, 2004); 4 GASLD ¶ 98. The court of appeals determined that the State Board appropriately limited the evidence that could be used in recommending the termination of a teacher's contract. The teacher, among other things, grabbed a student by the shoulders "in a harsh manner," and received an unsatisfactory evaluation due to her manner of interacting with students during the 2001-2002 school year. After these incidents, the local board issued a new contract to the teacher for the following school year. Later, however, the local superintendent informed the teacher that he intended to terminate her new teaching contract because of insubordination and other good and sufficient cause. At the termination hearing, the local board introduced evidence of incidents that occurred during the 2001-2002 school year and previous school years. The local board claimed that it was attempting to show a pattern of improper behavior by the teacher. The teacher argued that this was inappropriate because she had not done anything improper under the new contract. The State Board concluded that incidents that occurred prior to contract renewal could be used to show a pattern of conduct, but could not be used as a reason for non-renewal in a later year. Therefore, the State Board reversed the local board's decision because the local board violated the teacher's due process rights when it used events that occurred prior to contract renewal as the reason for terminating the teacher's contract. The local board appealed to the superior court, which also reversed the local board's decision. The court of appeals, however, determined that the State Board's reasoning constituted an "authorized interpretation" of the relevant employment statutes and, therefore, the teacher could not be terminated.

Cooper v. Atlanta City Bd. of Ed., 4 GASLD ¶ 136 (Ga. SBOE 2004). The State Board reversed the non-renewal of two teachers which was based on other good and sufficient cause. Two vocational supervisors were told that their positions were going to be eliminated as part of a reorganization plan. They were given the opportunity to apply for positions under the new organizational scheme that had basically the same job descriptions as their previous jobs. One key difference, however, was that the new jobs had a lower salary. The local board based the non-renewal on other good and sufficient

cause. The State Board disagreed, concluding that such grounds “can only relate to causes arising from actions or inactions by the employee” and that there was no evidence presented that the supervisors “had taken, or not taken, any action that warranted the loss of their contracts.” Consequently, the State Board determined that the local board’s non-renewal decision was arbitrary and capricious.

Wolf v. Fulton Cnty. Bd. of Ed., 4 GASLD ¶ 137 (Ga. SBOE 2004). The State Board reversed the local board’s demotion of a principal based on other good and sufficient cause. The principal was given a special teaching assignment at a principal’s salary. After remaining in the special teaching assignment for several years, the local board offered him a teacher’s contract with a lower salary than he had been receiving when he was under his principal’s contract. The principal did not accept the demotion, and the school district decided not to renew his contract. The local board based its decision to demote the principal on other good and sufficient case. The State Board described as “baseless” the local board’s argument that because the principal should not receive a principal’s salary when he was working as a classroom teacher. The State Board elaborated, “[The principal] did not have any control over his assignments, but the evidence showed that he performed his duties satisfactorily. There was no showing that [the principal] did anything to warrant a demotion from principal to classroom teacher. The entire situation was under the control of the Local Board. The Local Board’s argument would permit the discipline of employees because of a local board’s carelessness or mismanagement.” The State Board added that other good and sufficient cause requires improper action by the person to be disciplined; in this case, the principal had not acted improperly. Therefore, the State Board reversed the local board’s decision because that decision was not supported by evidence and because of the local board’s failure to timely provide the principal with a list of charges.

Gaines v. Bibb Cnty. Bd. of Ed., 4 GASLD ¶ 133 (Ga. SBOE 2004). The State Board upheld the local board’s decision to terminate a teacher’s contract on the basis of other good and sufficient cause. A student struck the teacher in the chest. The teacher responded with excessive force to the extent that the principal saw blood coming from the student’s nose. The local board terminated the teacher’s contract. The State Board found that there was evidence to support the decision.

Grisson v. Atlanta City Bd. of Ed., 4 GASLD ¶ 192 (Ga. SBOE 2005). The State Board upheld the local board’s decision to terminate a teacher’s contract for other good and sufficient cause. The teacher had an intense argument with her principal. The following day, the principal presented the teacher with a professional development plan to deal with the incident from the previous day and to address absences and tardiness. The teacher tore up the professional development plan in front of the principal. The teacher was later informed that her contract would not be renewed due to insubordination and other good and sufficient cause. A tribunal determined that the evidence did not support the charges. However, the tribunal did find that the teacher “engaged in a heated exchange with her principal and had made reference to the school as a ghetto, that [the

teacher] tore up her professional development plan and threw it on the table and left the room in a burst of anger, and that [the teacher] had two or three unexcused absences during they year and was late a total of twenty minutes during the year.” The local board decided not to renew the teacher’s contract on the grounds of other good and sufficient cause. On appeal, the teacher argued that the district could not find that there was other good and sufficient because the tribunal had found that the termination was not justified. The State Board disagreed, and stated that “the tribunal could not determine whether the facts supported the charges, a determination that is left to the local board.” The State Board found that the facts that were established in the case were sufficient for the local board to decide that the teacher could no longer work in the school system and be effective. Consequently, the local board could find that there was good and sufficient cause to terminate the teacher’s contract.

Greene v. Randolph Cnty. Bd. of Ed., 4 GASLD ¶ 102 (Ga. SBOE 2004). The State Board upheld the termination of a teacher’s contract for other good and sufficient cause. The teacher, a state legislator, requested leave to participate in a legislative session. He had done so many times in the past, and the leave had been approved. Nevertheless, the local board denied the request. The teacher did not return to work. The local board decided that it would not renew the teacher’s contract for the following year. After determining that there was evidence that the teacher abandoned his teaching contract, the State Board sustained the local board decision. Thus, the evidence supported a finding of good and sufficient cause for non-renewal of the teacher’s contract.