

STATE BOARD OF EDUCATION

STATE OF GEORGIA

ELIZABETH ILES,
Appellant,

vs.

ATLANTA CITY
BOARD OF EDUCATION,

Appellee.

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CASE NO. 1994-59

DECISION

PART I
SUMMARY

This is an appeal by Elizabeth Iles (Appellant) from a decision by the Atlanta City Board of Education (Local Board) not to renew her contract as Executive Director of Personnel for other good and sufficient cause based upon the expected hiring of a new superintendent. Appellant claims that the Local Board's decision was arbitrary and capricious. The Local Board's decision is reversed.

PART II
FACTUAL BACKGROUND

Appellant was employed by the Local Board for twenty-five years. She was appointed to serve as the Executive Director of Personnel in 1991. As the Executive Director of Personnel, Appellant served on the Local Superintendent's "Cabinet," which is a group of administrators that the Local Superintendent relies upon for advice.

In March, 1994, the Local Board was searching for a new superintendent because the Local Superintendent had submitted his resignation. On March 26, 1994, the Local Board voted not to renew Appellant's contract because the Local Board thought the new superintendent should appoint his or her own cabinet members. The Local Board acted without the recommendation of the Local Superintendent.

Appellant requested a hearing on the non-renewal under the provisions of the Fair Dismissal Act, O.C.G.A. §§ 20-2-940 et seq. On June 20, 1994, the Local Board conducted a hearing. When the hearing started, Appellant challenged the Local Board's ability to provide her with an unbiased hearing because of the Local Board's

previous vote and actions taken by Local Board members after the vote and before the hearing. Appellant's challenge to the bias of the Local Board was overruled and the hearing proceeded.

During the hearing, which consisted only of the testimony of the Local Superintendent, it was established that: the only reason Appellant's contract was not renewed was because of the position she held; Appellant's performance was never questioned; the Local Superintendent did not recommend non-renewal of Appellant's contract, and the reason for not renewing Appellant was to permit the incoming superintendent an opportunity to select his or her own advisors.

After the hearing, the Local Board once again voted not to renew Appellant's contract. Appellant then filed an appeal with the State Board of Education.

PART III DISCUSSION

Appellant claims the Local Board's decision was arbitrary and capricious because the Local Board dismissed her simply because of the position she held rather than because of any conduct on her part. Appellant also claims that the Local Board denied her due process because the Local Board was biased. The Local Board argues that its desire to allow the new superintendent to appoint a new cabinet was sufficient to constitute other good and sufficient cause in satisfaction of O.C.G.A. § 20-2-940. The Local Board also argues that the hearing provided Appellant satisfied the requirements of due process.

The Fair Dismissal Act provides that the contract of a teacher, principal, or other employee having a contract for a definite term can only be terminated or non-renewed for cause. O.C.G.A. §§ 20-2-940(a), 20-2-942(b). The Act provides eight "reasons" for terminating or non-renewing a contract. These reasons are incompetency, insubordination, willful neglect of duties, immorality, inciting, encouraging, or counseling a student to violate any valid state law, to reduce staff due to loss of students or cancellation of programs, failure to secure and maintain necessary educational training, and any other good and sufficient cause. All of these reasons, with the exception of reductions in staff due to loss of students or cancellation of programs and other good and sufficient cause, relate to actions taken or not taken by a teacher, principal, or other employee under contract.

The Local Board interprets "other good and sufficient cause" to mean that an employee can be dismissed or non-renewed for any

reason, provided a reason can be articulated. In this instance, the reason is to provide the incoming superintendent a chance to select his or her own advisors. The Local Board's interpretation, however, would turn the Fair Dismissal Act into "The Dismissal Act.;" it would completely nullify the necessity of having the Act; the only limitation on a Local Board's actions would be the avoidance of an arbitrary and capricious decision.

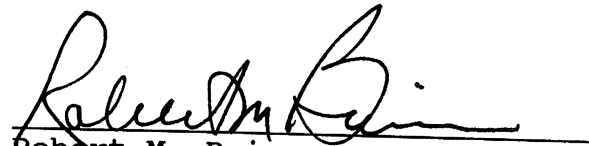
The Local Board's decision amounts to no more than a speculative decision that there might be a personality conflict between the new superintendent and Appellant. There was no showing that Appellant could not work with the new superintendent, or that Appellant would not support the new superintendent's policies, or that the operation of the school system would suffer because of Appellant. Even in the absence of the Fair Dismissal Act, we deem such a decision to be arbitrary and capricious.

**PART IV
DECISION**

Based upon the foregoing, it is the opinion of the State Board of Education that the Local Board's decision not to renew Appellant's contract violated the provisions of the Fair Dismissal Act and was arbitrary and capricious. The Local Board's decision, therefore, is
REVERSED.

This 10th day of November, 1994.

Mr. Sessoms was not present.


Robert M. Brinson
Vice Chairman for Appeals