

**STATE BOARD OF EDUCATION
STATE OF GEORGIA**

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| LYTANI WILSON, | : | |
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| Appellant, | : | |
| | : | |
| v. | : | CASE NO. 2010-26 |
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| ATLANTA PUBLIC SCHOOLS | : | DECISION |
| BOARD OF EDUCATION, | : | |
| | : | |
| Appellee. | : | |

This is an appeal by Lytani Wilson from a decision by the Atlanta Public Schools Board of Education (“Local Board”) to terminate her employment contract on the grounds that she failed to secure and maintain necessary educational training. The Local Board concluded that Appellant’s employment contract was properly terminated pursuant to O.C.G.A. § 20-2-940(7).

Appellant asserts two errors on appeal: (1) the Local Board erred because Appellant possessed a valid teaching certificate before her termination hearing, and (2) the Local Board erred because the findings of fact submitted to the tribunal did not accurately reflect the record and excluded significant testimony. For the reasons set forth below, the decision of the Local Board is sustained.

I. PROCEDURAL BACKGROUND

On or about July 31, 2009, Appellant was notified that her annual contract for the 2009-2010 school year was being terminated. Appellant appealed the termination of her employment contract. The Local Board provided the Appellant a hearing with the opportunity to present evidence. After hearing the evidence, the Local Board terminated Appellant’s employment contract. Appellant has appealed the decision of the Local Board to the State Board of Education (“State Board”).

II. FACTUAL BACKGROUND

Appellant began her employment with the Local Board at the beginning of the 2007-2008 school year. Appellant was hired through the Teacher for America Program for a two-year time period. During this time period, Appellant held an intern certificate. Pursuant to an annual employment contract, Appellant was hired as a Teacher and assigned to teach Spanish at Parkside Elementary. Pursuant to an annual employment contract, Appellant was offered a second contract to teach Spanish at Parkside Elementary for the 2008-2009 school year.

On February 23, 2009, Appellant accepted an annual employment contract for the 2009-2010 school year. The employment contract signed by Appellant provides that it is “for the position []she is assigned.” At the time, Appellant was assigned as a Spanish teacher at Parkside Elementary. At the time the contract was offered, Appellant was notified that her certification would expire on June 30, 2009, and that she needed to take the necessary steps to maintain her certification.

On July 31, 2009, Appellant was notified that her employment contract was being terminated for failing to secure and maintain the necessary educational training. In August of 2009, Appellant obtained her PSC certification to teach Early Childhood Education. This certification was effective May 16, 2009.

III. ERRORS ASSERTED ON APPEAL

A. Appellant’s Teaching Certification.

This Board is required to affirm the decision of the Local Board if there is any evidence to support the decision of the Local Board, unless there is abuse of discretion or the decision is arbitrary and capricious as to be illegal. See Ransum v. Chattooga County Bd. of Educ., 144 Ga. App. 783 (1978); Antone v. Greene County Bd. of Educ., Case No. 1976-11 (Ga. SBE, Sep. 8, 1976). For the reasons set forth below, the State Board finds that the record contains legally sufficient evidence to support the decision of the Local Board.

Appellant contends that she did not fail to secure and maintain necessary educational training, because she obtained the proper certification in Early Childhood with an effective date of May 16, 2009. The Local Board contends that the Appellant’s certification is not the proper educational requirement for which her contract required her to obtain. Specifically, the Local Board contends that the Appellant’s contract was “for the position []she is assigned.” In February of 2009, when the contract was signed, Appellant was assigned to teach Spanish. Thus, it is clear that the contract required Appellant to have the proper certification to teach Spanish. Appellant did not obtain a Spanish certification. Thus, this Board concludes that Appellant did not maintain the necessary educational training.

Appellant contends that this Board’s decisions in Gordan v. Jasper County Bd. of Educ., Case No. 1985-47 (Ga. SBE, Feb. 1986) and Gancea v. Atlanta City Bd. of Educ., Case No. 2009-35 (Ga. SBE, May 2009) supports the reversal of the Local Board. However, in Gordan, the employment contract at issue was a general contract and did not specifically refer to the position the teacher was assigned. Moreover, the teacher had been reassigned outside his certified field at the request of the Local Board. In Gancea, the teacher obtained the certification the Local Board contended she did not possess before the Local Board issued its decision. Thus, this Board reversed the local board because the teacher possessed the certification at issue.

In this case, Appellant did not obtain the proper certification. Rather, the Appellant obtained a certification in Early Childhood, which is not the position she was assigned when she signed her contract. Thus, the Local Board's decision is supported by the evidence.

B. Findings submitted by Local Board to Tribunal.

Appellant asserts that the Local Board erred because its legal counsel submitted proposed Findings of Fact to the hearing tribunal that did not include facts Appellant deems to be relevant. This assertion is without merit. The record does not indicate that Appellant was denied the right to submit Findings of Fact. Moreover, the facts Appellant contends were omitted have been reviewed by this Board. This Board does not find a sufficient basis to reverse the result reached by the Local Board. Moreover, even if any error occurred, the State Board does not find any harm in the record from the Local Board's submission of its Findings of Fact to the tribunal. Thus, this Board finds that the Local Board did not err, and, if it did, any error was harmless.

IV. CONCLUSION

Based upon the reasons set forth above, it is the opinion of the State Board of Education that the evidence supports the decision of the Local Board and it is, therefore, SUSTAINED.

This _____ day of January 2010.

WILLIAM BRADLEY BRYANT
VICE CHAIRMAN FOR APPEALS