

BEFORE THE SOUTH CAROLINA STATE BOARD OF EDUCATION

In the Matter of the Suspension)
)
of the Educator Certificate of)
)
Robert Jared Smith,)
)
Certificate 244349)

**ORDER OF SUSPENSION
(BREACH OF CONTRACT)**

SUMMARY OF THE CASE

The South Carolina State Board of Education (State Board) considered this matter on March 14, 2012. On October 6, 2011, the South Carolina Department of Education (SCDE) sent Robert J. Smith a notice of his right to a hearing regarding the possible suspension of her South Carolina educator certificate, by regular and certified mail, return receipt requested, delivery restricted to addressee. On October 22, 2011, the certified mail was returned marked "unclaimed". The regular mail was not returned. On December 12, 2011, the SCDE prepared a second notice to be served on Mr. Smith by the Lancaster County Sheriff's Office. On December 20, 2011, Mr. Smith received the notice as evidenced by the proof of service from the Lancaster County Sheriff's Office. On January 10, 2012, Mr. Smith contacted the SCDE and stated that he waived his right to a hearing.

After considering the evidence presented, the State Board voted to suspend Mr. Smith's educator certificate for a period of one year, commencing on March 14, 2012, and ending on March 13, 2013.

FINDINGS OF FACT

This case concerns a formal complaint by the Chester County School District (District) seeking the suspension of the educator certificate of Robert J. Smith for breach of contract. The State Board has jurisdiction in this matter, pursuant to S.C. Code Ann. § 59-25-150 (2004) and S.C. Code Ann § 59-25-530 (2004).

Mr. Smith holds a valid South Carolina educator certificate and has over three years of teaching experience. On May 9, 2011, Mr. Smith signed a Contractual Agreement with the District for the 2011-2012 school year to work as a science instructor at Chester High School. Mr. Smith sent a letter of resignation to the District stating that he was resigning from the

District because he had accepted another position that would allow him to be closer to home and would provide less financial strain on his family. Mr. Smith failed to report to work at the beginning of the school year.

On August 16, 2011, the District gave Mr. Smith written notice that the Chester County School Board (CCSB) voted to deny his request to be released from his contract. The District informed Mr. Smith that the District was willing to release Mr. Smith from his contract once a suitable replacement could be found, but because his resignation was not accepted, he was obligated to continue to perform his contractual duties. The District informed Mr. Smith that since he never reported to work for the 2011-2012 school year, the District considered him to have abandoned his employment and to be in breach of his employment contract. The District informed Mr. Smith that the Director of the Human Resources would recommend to the CCSB at the September 19, 2011, meeting that Mr. Smith's breach of contract be reported to the State Board.

On September 21, 2011, the District sent a letter to Mr. Smith informing him that the CCSB voted to report him to the State Board for breach of contract and would ask the State Board to suspend his educator certificate for breach of contract.

On October 6, 2011, the SCDE sent Mr. Smith a notice of his right to a hearing regarding the possible suspension of his South Carolina educator certificate, by regular and certified mail, return receipt requested, delivery restricted to addressee. On October 22, 2011, the certified mail was returned marked "unclaimed", but the regular mail was not returned. On December 12, 2011, the SCDE prepared a second notice to Mr. Smith to be personally served by the Lancaster County Sheriff's Office. On December 20, 2011, Mr. Smith received the notice as evidenced by the proof of service from the Lancaster County Sheriff's Office. On January 10, 2012, Mr. Smith contacted the SCDE and stated that he waived his right to a hearing.

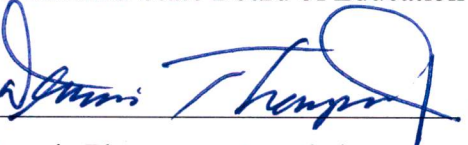
After considering the evidence presented, the State Board finds that the evidence presented demonstrates that Mr. Smith breached his contract with the District, and that just cause exists to suspend Mr. Smith's educator certificate for a period of one year, commencing on March 14, 2012, and ending on March 13, 2013.

CONCLUSIONS OF LAW

“The State Board of Education may, for just cause, either revoke or suspend the certificate of any person.” S.C. Code Ann. § 59-25-150 (2004). Just cause includes, *inter alia*, “unprofessional conduct” and “wilful violation of the rules and regulations of the State Board of Education.” S.C. Code Ann. § 59-25-160 (3) and (4) (2004). Pursuant to 24 S.C. Code Regs. 43-58 (2) and (14) (Supp. 2011), the State Board of Education has the legal authority, *inter alia*, to suspend a certificate for “wilful neglect of duty” and “failure to comply with the provisions of a contract without the written consent of the local school board.” The State Board finds that the evidence presented demonstrates that Mr. Smith breached his contract and engaged in unprofessional conduct, wilfully neglected his duty, and failed to comply with the provisions of his contract without the written consent of the Chester County School Board. The evidence presented further supports the State Board’s determination that just cause exists to suspend the educator certificate of Robert Jared Smith, certificate 244349, for a period of one year, commencing on March 14, 2012, and ending on March 13, 2013. If Mr. Smith wishes to have his educator certificate reinstated at the end of the suspension period, he shall make a written request to the SCDE’s Office of Educator Certification, Recruitment, and Preparation, and shall meet all certification requirements in effect at the time he requests reinstatement. Mr. Smith shall also pay all applicable reinstatement fees. The suspension of Mr. Smith’s educator certificate 244349 shall be reported to the NASDTEC Clearinghouse and all South Carolina school districts within thirty days from the date of this order with the reason stated as “unprofessional conduct for breach of contract, wilful neglect of duty, and failure to comply with the provisions of a contract without the written consent of the local school board.”

AND IT IS SO ORDERED.

South Carolina State Board of Education

By:  .

Dennis Thompson, Jr., Chair

Columbia, South Carolina

March 14, 2012