

BEFORE THE SOUTH CAROLINA STATE BOARD OF EDUCATION

In the Matter of the Discipline)
)
of the Educator Certificate of)
)
Shirley A. Eskew)
)
)
Certificate 256504)

ORDER OF SUSPENSION

(BREACH OF CONTRACT)

SUMMARY OF THE CASE

The South Carolina State Board of Education (State Board) considered this matter on December 12, 2017. The South Carolina Department of Education (SCDE) notified Shirley A. Eskew (Eskew) of her right to a hearing regarding the possible suspension of her South Carolina Educator Certificate by letter dated August 7, 2017, sent via certified and regular U.S. Mail. Eskew timely requested a hearing but later waived her right to hearing, requesting this matter be determined solely on documentary evidence submitted by both parties. On October 13, 2017, Eskew made this request orally and via email to Wendy Cartledge. The Fairfield County School District (District) agreed to the request.

After considering the evidence presented, the State Board hereby voted to suspend Eskew's educator certificate for a period of one (1) calendar year, commencing on December 12, 2017, and ending on December 11, 2018.

FINDINGS OF FACT

This case concerns a formal complaint by the District seeking the suspension of the Educator Certificate of Eskew 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).

Eskew holds a valid South Carolina Educator Certificate and was employed by the District as a special education teacher at the Fairfield Central High School. She signed a contract with the District for the 2016-2017 school year. Her contract stated that professional staff members must give thirty days written notice to the Superintendent and a suitable replacement must be found in order to be released from a contract.

On or about April 26, 2017, Eskew submitted her resignation, effective immediately, and did not return to the classroom thereafter. Her stated reasons for resigning were that she was experiencing stress from the four hour commute between Augusta, Georgia and Winnsboro,

South Carolina, which was taking a toll on her health. Eskew also stated that she was caring for her elderly mother, who was in poor health and needed Eskew to be close by. There were nineteen (19) days remaining in the school year at the time of Eskew's departure.

The District has policies in place to accommodate medical issues of teacher and their immediate family members. Eskew provided medical documentation of three visits to the doctor during the 2016-2017 school year. Only one of those provided a reason for the medical visit and none indicated that Eskew was unable to continue working.

Eskew was living in Augusta, Georgia when she interviewed with the District. During the interview, she indicated a desire to move closer to the District's area. In October 2016, her principal learned that Eskew was still residing in Georgia. Eskew assured the principal the commute was manageable and that she would honor her commitment to the District. Eskew did not provide the District with any medical documentation requesting accommodations or advising that Eskew's health was such that she could not continue working. In fact, Ms. Eskew returned to work in Georgia on August 1, 2017.

During the school year, Eskew had accrued many absences and tardies. She was instructed to seek assistance from the human resources department at the District for any available options. When the principal learned some of the absences were related to caring for her mother, she again counseled Eskew to seek assistance from human resources. The principal also relieved Eskew of all after-school duties in an attempt to assist her. Eskew never contacted human resources for assistance.

By letter dated May 1, 2017, the District notified Eskew that she would be in breach of contract if she left the District without the District finding a suitable replacement for her position. She was further advised that the District would file a formal complaint with the State Board of Education requesting revocation or suspension of her teaching certificate.

On or about May 16, 2017, the Fairfield County School District Board of Trustees voted that a formal complaint be sent to SCDE regarding Eskew's abandonment of her position. Eskew was notified of this action by letter dated May 17, 2017.

After considering the documents agreed upon by the parties, the State Board finds that the evidence presented demonstrates that Eskew breached her contract with the District. As such, a suspension of her Educator Certificate is warranted.

Eskew's position as a special education teacher is a "critical needs" area within the District. The District was unable to find a suitable replacement for the position for the remainder of the school year. Eskew's resignation also occurred during the period when Individual Education Program (IEPs) need to be completed. Eskew left without completing any of the eighteen (18) IEP's that she was responsible for. The District hired a long term substitute to assume Eskew's teaching duties for the remainder of the year and to assist other personnel in completing the IEPs and other work attendant thereto. This created a significant hardship on the District, school administration, and the students. Accordingly, the Board finds that just cause exists to suspend Eskew's Educator Certificate for a period of one (1) calendar year, commencing on December 12, 2017, and ending on December 12, 2018.

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". S.C. Code Ann. § 59-25-160 (4) (2004).

S. C. Code Ann. §59-25-530 (2004) provides that a teacher who fails to comply with the provisions of his or her contract without the written consent of the school board is deemed guilty of unprofessional conduct and subject to suspension of the educator certificate for up to one calendar year.

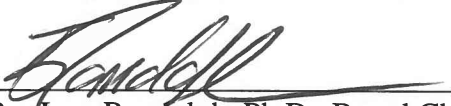
The State Board finds that the evidence presented demonstrates that Eskew engaged in unprofessional conduct by failing to comply with the provisions of her contract without the written consent of the District. Accordingly, the evidence presented supports the State Board's determination that just cause exists to suspend the Educator Certificate of Shirley A. Eskew, Educator Certificate #256504, for a period of one (1) calendar year, commencing on December 12, 2017, and ending on December 12, 2018. If Eskew wishes to have her Educator Certificate reinstated at the end of the suspension period, she shall make a written request to the SCDE's

Eskew, Shirley A.
Order of Suspension
December 12, 2017
Page 4

Office of Educator Certification, Recruitment, and Preparation, and shall meet all certification requirements in effect at the time she requests reinstatement. Eskew shall also pay all applicable reinstatement fees. The suspension of Shirley A. Eskew's Educator Certificate #256504 shall be reported to the NASDTEC Clearinghouse and all South Carolina school districts within thirty (30) days from the date of this order with the reason stated as "unprofessional conduct for breach of contract, failure to comply with the provisions of a contract without the written consent of the local school board, and for providing inconsistent testimony under oath."

AND IT IS SO ORDERED.

South Carolina State Board of Education

By: 

By: Ivan Randolph, Ph.D., Board Chair

Columbia, South Carolina
December 12, 2017