

BEFORE THE SOUTH CAROLINA STATE BOARD OF EDUCATION

In the Matter of the Discipline)
)
Of the Educator Certificate of)
)
Mary Bailey Shafer)
)
Educator Certificate #253620)
)
_____)

ORDER OF SUSPENSION

(BREACH OF CONTRACT)

SUMMARY OF THE CASE

The South Carolina State Board of Education (State Board) considered this matter on September 12, 2017. The South Carolina Department of Education (SCDE) notified Mary Bailey Shafer, (Shafer) of her right to a hearing regarding the possible suspension of her South Carolina Educator Certificate by letter dated February 13, 2017, sent via certified and regular U.S. Mail. Shafer timely requested a hearing. On June 23, 2017, a hearing was held concerning Shafer's alleged Breach of Contract with the York County/Rock Hill School District (District).

After considering the evidence presented, the State Board hereby voted to suspend Shafer's educator certificate for a period of six (6) calendar months, commencing on September 12, 2017, and ending on March 31, 2018.

FINDINGS OF FACT

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

Shafer holds a valid South Carolina Educator Certificate and was employed by the District as a school psychologist at Dutchman Creek Elementary and Oakdale Elementary Schools (School). She signed a contract with the District for the 2016-2017 school year on April 26, 2016.

During 2016, Shafer became pregnant. On or about July 22, 2016, while still pregnant, Shafer was diagnosed with deep vein thrombosis and required daily injection to prevent blood clots. During the month of August 2016, Shafer began contacting the District regarding how much leave she would be entitled to take when the baby was born. She learned that she would

only be able to take 12 weeks of FMLA leave as opposed to the amount of her sick leave plus 12 weeks of FMLA that she had assumed would be the case. In an email dated August 29, 2016, she requested information about continuing insurance benefits if she terminated her employment.

Shafer gave birth to a son on November 5, 2016. Thereafter, Shafer had difficulty with the length of time the baby took to nurse and in trying to ween him to a bottle. She had to nurse her son every two hours which left her with little time to sleep.

On December 12, 2016, Shafer submitted her letter of resignation to the District. Via email and letter, the Chief Personnel Officer notified Shafer that her resignation letter had been received but that she would not be released from her contract until a suitable replacement could be found. On January 11, 2017, Shafer followed up with the Chief Personnel Officer confirming her intention to resign. The Chief Personnel Officer reached out to Shafer again on January 12, 2017 reiterating that she was expected to return to work until she was released from her contract. She suggested that Shafer consult her doctor regarding a possible extension of her FMLA leave rather than breaching her contract. Shafer responded on January 13, 2017 indicating that she would not return to work.

The District's policy states that it is within the sole discretion of the Board of Trustees for the District to determine whether or not to release a teacher or other professional from his/her contract. The individual must submit a written request for release from his/her contract and must report for duty until he/she has received a formal release.

The District routinely works with employees involved in family/medical situations such as Shafer's and would have worked with Shafer if she had communicated her desire for such. Her leave could have been indefinite if the need had been communicated and documented.

Via letter dated January 24, 2017, Shafer was notified that the District's Board of Trustees had voted to file a formal complaint with the State Board on account of her breach of contract. The District found a suitable replacement for Shafer on June 12, 2017. The new psychologist was given permission to work 18 days during the summer to catch up the backlog of work. A temp was also hired.

After considering the evidence presented at the June 23, 2017 hearing and the hearing officer's report and recommendation, the State Board finds that the evidence presented

demonstrates that Shafer breached her contract with the District and a suspension of her Educator Certificate is warranted. Accordingly, the Board finds that just cause exists to suspend Shafer's Educator Certificate for a period of six (6) months, commencing on September 12, 2017 and ending on March 31, 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 Shafer engaged in unprofessional conduct by failing to comply with the provisions of her contract without the written consent of the District. The State Board further finds that the District properly notified Shafer of the consequences of her resignation and offered her alternatives. Accordingly, the evidence presented supports the State Board's determination that just cause exists to suspend the Educator Certificate of Mary Bailey Shafer, Educator Certificate #253620, for a period of six (6) calendar months, commencing on September 12, 2017, and ending on March 31, 2018. If Shafer wishes to have her Educator Certificate reinstated at the end of the suspension period, she 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 she requests reinstatement. Shafer shall also pay all applicable reinstatement fees. The suspension of Shafer's Educator Certificate #253620 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 and failure to comply with the provisions of a contract without the written consent of the local school board."

AND IT IS SO ORDERED.

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(signature page attached)

South Carolina State Board of Education

By: _____

Dr. Ivan Randolph, Chair

Columbia, South Carolina
September 12, 2017