

In the Matter of Catherine C. Rainsford)
)
 Educator Certificate #170028)
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(BREACH OF CONTRACT)

The South Carolina State Board of Education (State Board) considered this matter on February 13, 2018. By letter dated November 6, 2017, the South Carolina Department of Education (SCDE) sent Catherine C. Rainsford (Rainsford) a notice of her 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. Rainsford timely requested a hearing. A hearing was held on December 8, 2017 concerning Rainsford's alleged Breach of Contract with Hampton County School District Two (the District). The District attended the hearing and presented evidence.

FINDINGS OF FACT

Rainsford holds a valid South Carolina Educator Certificate and was employed by the District as a first grade teacher at Estill Elementary School. On March 8, 2017, she was falsely accused of making racist statements by the lead first grade teacher. Thereafter, her work environment became strained and stressful. She remained in constant fear that any statement she made would be used against her. This matter was not effectively addressed by the principal of the school or the District.

In late March 2017, Rainsford began applying for other teaching positions. Rainsford ultimately submitted her continuing contract for the 2017-2018 school year to the District on May 11, 2017 because she had no other offers of employment at that time. Rainsford is a single mother with three children to support and she could not risk being unemployed. On June 5, 2017,

she was offered a teaching position in Hampton School District One. She advised the District of her intent to accept this position on June 6, 2017 and submitted her written resignation on June 9, 2017. The District refused to release her from her contract.

In July 2017, Rainsford filed a grievance and made an appearance before the Hampton County School District Two Board of Trustees (School Board) to request release from her contract. Earlier in July, her father had a stroke and was hospitalized. Rainsford advised the School Board that she was a primary caregiver for him. The School Board declined to release her from her contract and she was reported to SCDE for breach of contract.

After considering the evidence presented at the December 8, 2017 hearing, the State Board finds that the evidence demonstrates that Rainsford did not breach her contract with the District but, instead, was forced to seek employment elsewhere to protect her reputation and good teaching record from future slanderous claims. Rainsford's resignation was submitted only nine (9) days after the date in which the District would have granted a release for any reason without a suitable replacement and well before the start of the school year. She also presented evidence of her father's health issues which necessitated that she be a primary caregiver for him. The District's Policy GCQC/GCQD states that a teacher may be released from his/her contract without a suitable replacement due to illness of an immediate family member. Accordingly, the Board hereby dismisses this action.

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 "willful violation of the rules and regulations of the State Board of Education." S.C. Code Ann. § 59-25-160 (3) and (4) (2004).

The State Board may discipline a teacher for failing to comply with the terms of his contract. This section reads as follows:

Any teacher who fails to comply with the provisions of his contract without the written consent of the school board shall be deemed guilty of unprofessional conduct. A breach of contract resulting from the execution of an employment contract with another board within the State without the consent of the board first employing the teacher makes void any subsequent contract with any other

school district in South Carolina for the same employment period. Upon the formal complaint of the school board, substantiated by conclusive evidence, the State board shall suspend or revoke the teacher's certificate for a period not to exceed one calendar year. State education agencies in other states with reciprocal certification agreements shall be notified of the revocation of the certificate.

The State Board finds no evidence that Rainsford breached her contract with the District. Further, it appears that Rainsford fell within the District's written policy authorizing release of a contract in the event of the illness of an immediate family member. Accordingly, this action against Catherine C. Rainsford, educator certificate #170028 is hereby dismissed.

AND IT IS SO ORDERED.

South Carolina State Board of Education

By: Sharon Wall
Dr. Sharon Wall, Chair

Columbia, South Carolina
February 13, 2018