

BEFORE THE SOUTH CAROLINA STATE BOARD OF EDUCATION

In the Matter of the
Disciplinary Action of the
Educator Certificate of
Robin A. Renner
Certificate 288637

ORDER OF SUSPENSION
(Breach of Contract)

SUMMARY OF THE CASE

The South Carolina State Board of Education (State Board) considered this matter on July 14, 2020. The South Carolina Department of Education (SCDE) notified Robin A. Renner of potential disciplinary action against her teaching certificate and informed her of her right to a hearing via a certified letter dated September 17, 2019. Ms. Renner timely requested a hearing and such was held on December 3, 2019. On March 19, 2020, the SCDE and Ms. Renner received the hearing officer's final report and recommendation. After considering the evidence presented, the State Board hereby voted to suspend Ms. Renner's educator certificate for a period of one year, commencing on July 14, 2020 and ending on July 13, 2021.

FINDINGS OF FACT

This case concerns a formal complaint by the Marion County School District (District) seeking the suspension of Ms. Renner's educator certificate for breach of contract. The State Board has jurisdiction in this matter, pursuant to S.C. Code Ann. § 59-25-150 (2004). Ms. Renner holds a valid South Carolina professional educator certificate and has over ten years of experience. She has no prior record of disciplinary action with the State Board.

On June 19, 2019, Ms. Renner, signed an annual contract as a teacher for the District for the 2019-20 school year. Ms. Renner was assigned to Creek Bridge STEM Academy (School) as a middle-level science teacher. On August 5, 2019, Ms. Renner contacted the District to inform them she intended to resign her position for a position outside of education offering a better financial opportunity for her and her family.

During the hearing, the District testified that on August 6, 2019, Ms. Renner submitted her resignation to the District, stating that she decided she did not have the

necessary passion and energy to teach that year. The District further testified that the school year began with teachers reporting for orientation on August 14, 2019, however, Ms. Renner did not report for orientation or anytime thereafter. Finally, the District testified that it sent notices to Ms. Renner, both to request her to return to work and the Board's decision to report her as a breach of contract. Ms. Renner testified that she never received the letters from the District, however, she admitted she did receive the initial letter that she had not been released and that the District would revisit her request once a suitable replacement had been found. Later in testimony, Ms. Renner admitted she did receive postal notice of the August 21, 2019, letter from the District informing her she was in breach of her contract, but never received the letter. Ms. Renner never contacted the District to inquire into the matter. Ms. Renner further testified that because she had not received the communications, she assumed she had been released from her contract, and admitted she never read any of the laws, regulations and policies on signing a contract to teach in South Carolina prior to signing the contract with the District. Ms. Renner also testified that she ultimately accepted a position to teach at a middle school in the Horry County School District for the remainder of the 2019-20 school year. Ms. Renner testified multiple times that her decision to resign and accept a position with another district was in her best financial and personal interest and not meant to intentionally harm the District.

At the time of the hearing in December of 2019, no suitable replacement teacher had been located and the District had a non-certified long-term substitute teaching the class. The hearing officer ultimately found that there was sufficient evidence to support that Ms. Renner breached her contract by not reporting as instructed on August 14, 2019 or thereafter. The hearing officer recommended a one year suspension of her teaching certificate.

After considering the evidence presented and the mitigating circumstances surrounding the breach, the State Board finds that Ms. Renner breached her contract with the District. Accordingly, the State Board finds that just cause exists to accept the

recommendation of the hearing officer and suspend Ms. Renner's educator certificate for a period of one year, commencing on July 14, 2020, and ending on July 13, 2021.

CONCLUSIONS OF LAW

"The South Carolina Board of Education may, for just cause, either revoke or suspend the certificate of any person." S.C. Code Ann. §59-25-150 (2018); The State Board may, for just cause, issue a public reprimand. S.C. Code Ann. Regs. 43-58 (2018). Just cause includes unprofessional conduct. S.C. Code Ann. §59-25-160. The State Board finds that the evidence presented supports its conclusion that just cause exists to suspend the professional educator certificate of Robin A. Renner in this matter. The State Board finds that just cause exists to accept the recommendation of the hearing officer and suspend Ms. Renner's educator certificate for a period of one year, commencing on July 7, 2020, and ending on July 6, 2021.

If Ms. Renner 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 Services, and shall meet all certification requirements in effect at the time she requests reinstatement. Ms. Renner shall also pay the applicable reinstatement fee. The suspension of Robin A. Renner's educator certificate 288637 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, breach of contract, willful 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

s/Michael Brennan

Michael Brennan, Chair

Columbia, South Carolina
July 14, 2020