MARTHA J. BAKER,

Grievant,

v. DOCKET NO. 97-15-447

HANCOCK COUNTY

BOARD OF EDUCATION,

Respondent.

DECISION

Grievant, Martha J. Baker, challenges the non-renewal of her probationary contract as Principal of Jefferson Elementary School by the Hancock County Board of Education ("HCBOE" or "Board"). She seeks back pay, retroactive seniority and attorney's fees and costs. A level four hearing was conducted in this Grievance Board's office in Wheeling, West Virginia, on December 8, 1997, January 26, 1998, and March 5, 1998. Grievant was represented by counsel, Barbara G. Arnold, and Respondent was represented by counsel, William T. Fahey. Written arguments were submitted by the parties by March 31, 1998, at which time this matter became mature for decision.

Procedural Background

Because the procedural development of this case was quite unusual, the sequence of events will be set forth in the numbered paragraphs below.

1. At a meeting of the HCBOE on April 28, 1997, a majority of the Board members voted not to renew Grievant's probationary contract as Principal of Jefferson Elementary. 2. Grievant was advised of the Board's decision not to renew her contract in a letter from Superintendent Charles Chandler dated April 29, 1997, which was sent by certified mail and hand delivered.

3. By letter dated May 5, 1997, Grievant requested from Dr. Chandler the reasons for the non-renewal in writing, along with a hearing before the Board.

4. A Board hearing was scheduled, pursuant to Grievant's request, for May 21, 1997.

5. Grievant was involved in a car accident and was hospitalized, so the hearing scheduled for May 21 was not held.

6. After Grievant's accident, she and Dr. Chandler agreed that the hearing she had requested would be rescheduled after she had recovered.

7. On May 12, 1997, Grievant filed a written level one grievance regarding the non-renewal of her contract with Dr. Chandler, which he denied on the same date.

8. Grievant contacted the Board, through her attorney, in August of 1997, and a hearing was subsequently scheduled for September 3, 1997. (See footnote 1)

9. Grievant's attorney consistently referred to the September 3, 1997, hearing as a “level three grievance hearing,” but the Board believed the hearing was for the purpose of providing Grievant with the reasons for non-renewal of her contract, which had been requested in May but never held because of her accident.

10. At the hearing on September 3, 1997, Grievant's counsel, the Board, and theBoard's representative argued extensively about whether the hearing was convened as part of the grievance process or as the requested hearing to provide reasons for non- renewal. Grievant requested at that time that all the Board members recuse themselves so that she could call them to testify regarding why Grievant had not yet been provided reasons for her non-renewal. Because the Board would not be able to function as an entity to conduct a hearing without its members serving in their official capacities, Grievant's counsel's request was refused.

11. After a very confusing discussion, the Board decided that the hearing would be conducted for the purpose of providing reasons for Grievant's non-renewal. The Board's counsel called Dr. Chandler to testify in this regard, and Grievant's attorney cross- examined him for an extended period of time.

12. The September 3, 1997, hearing was held until nearly 11:00 p.m., at which time the parties agreed to adjourn and reconvene the hearing on another date.

13. Both parties subsequently agreed that they would not reconvene the Board hearing,

and decided to proceed to level four.

The undersigned has deemed it necessary to provide the foregoing explanation of the procedural events in this case, because some of Grievant's allegations against the HCBOE are intertwined with the extensive confusion caused by Grievant's car accident, the subsequent cancellation of the Board hearing, and the contemporaneous filing of a level one grievance.

Finally, the matter of Grievant's "amendment" to her original grievance must be addressed. Grievant's initial grievance filed in May stated as follows:

> Discrimination in terms and conditions of employment with items beingdifferent than other principals in Hancock County. I was given a greater burden put on me without justification. I feel that West Virginia School Law and Board policies were not properly followed as to evaluation and termination of employment. Please see attached letter as to waiver of timelines granting a continuation. (See footnote 2)

After Grievant retained an attorney, she filed an amendment to her grievance in August of 1997, which stated:

> The members of the Hancock County Board of Education and Dr. Charles Chandler have violated the due process rights of Martha J. Baker and have violated §§ 18A-2-8, 18A-2-8a, and 18A-2-12. Grievant demands that she be made whole in every way including, but not limited to, payment for back wages and all benefits; attorney fees and costs; and restoration of any lost seniority.

At the Board hearing on September 3, 1997, the Board decided to remand the "amendment" to level one, because they believed it was a separate grievance. At level four, after hearing arguments of counsel and consideration of the facts, the undersigned determined that the amendment related entirely to the previously filed grievance. In fact, the specified statutes set forth in the amendment are merely more specific designations of the "School Law" which was "not properly followed as to evaluation and termination of employment." Accordingly, the undersigned has deemed the matters raised in the amendment to be properly part of this grievance at level four, and all allegations raised by Grievant will be addressed in this Decision. However, the issue of "[d]iscrimination in terms and conditions of employment" was not supported by any evidence presented at level four, nor was it addressed in Grievant's written arguments, so it is deemed abandoned.

The following findings of fact are made from a preponderance of the evidencepresented.

Findings of Fact

1. All of the matters set forth in the "Procedural History" above are hereby incorporated as findings of fact by reference.

2. During the 1995-1996 school year, Grievant was employed as Assistant Principal of Allison Elementary School by HCBOE under a one-year, probationary contract. 3. While serving as Assistant Principal at Allison Elementary, Grievant had recurring problems with tardiness in arriving at school each morning, and with using a harsh tone and raising her voice to students.

4. Grievant applied for a position as Principal at Jefferson Elementary School for the 1996-1997 school year, and she was recommended by Dr. Chandler and approved by the Board under a one-year, probationary contract.

5. In a letter to Grievant dated September 23, 1996, Dr. Chandler expressed concerns about her tardiness and voice tone, as follows:

> **The purpose of this letter is to document our conversations on August 26, 1996, and September 6, 1996.**
>
> **During the follow-up interview for the position of Principal of Jefferson Elementary School, I called your attention to two items. First, the tone of voice and volume used in addressing students is to be controlled at all times. Second, there has been concern over your arrival time while you were assistant principal of Allison Elementary. . . . I suggested [you arrive] 15 minutes prior to [the other employees'] arrival, or 7:45 a.m. . . . I stated that my recommendation was contingent upon your willingness and ability to comply with both expectations. You assured me that you could comply.**
>
> **Beginning with your second week as principal I received reports that you were not arriving to work on time. Rather than address a rumor, I reported to Jefferson on September 6, at 8:00 a.m. to discuss this matter. You arrived somewhere between 8:10 and 8:20. Again, I stated my expectation that you be in the building when you expect your staff to report.**
>
> **This letter will also document that my recommendation for renewal of your contract is contingent upon a satisfactory evaluation. One aspect that will be evaluated will be promptness of reporting to work. Please recognize the gravity of this situation. I would be more than happy to offer my assistance in solving this problem.**

6. Dr. Chandler continued to receive complaints regarding Grievant's tardiness and missing meetings with employees and parents. Consequently, he again met with her on December 12, 1996, and January 23, 1997, (See footnote 3) regarding her lack of improvement, documenting their conversations with a letter dated January 31, 1997, stating in part:

> At our meeting on December 12, 1996, I asked you specifically about your arrival time and you said you had improved _ arriving by 8:10 a.m. Again, I articulated my expectations that you be there when teachers arrive by 8:00 a.m.
>
> At our meeting for evaluation purposes on January 23, 1997, you said you were doing better. In an attempt to document this, I was at Jefferson Elementary on January 29 and 30 at 8:00 a.m. I was unable to document your improvement.
>
> In order to give you the opportunity to provide documentation, we have discussed your sending a time-stamped message upon arrival via WVEIS. (See footnote 4) Please continue to give this your attention. I am confident that this is a problem you can rectify.

7. After receiving the January 31 instruction to "log in" each day on WVEIS, Grievant arrived on or before 8:00 a.m. on only 6 of 43 work days; on 22 days, she did not log in at all.

8. On April 8, 1997, Dr. Chandler met with Grievant for the purpose ofconducting a performance evaluation. The written evaluation, dated May 1, 1997, gave Grievant unsatisfactory ratings in two categories, "managing consensus and group behaviors" and "communicating effectively." The comments to those two sections included remarks concerning Grievant's difficulties communicating in a collegial manner with staff and being on time for meetings.

9. In a letter to Grievant dated April 23, 1997, Dr. Chandler informed her that he would recommend to the Board that she be suspended for one day without pay for her failure to log in as requested and for her failure to be on time, as previously ordered. He further stated that he considered her conduct to constitute insubordination. Grievant served the suspension on May 1, 1997. (See footnote 5)

10. During the time period between January and April of 1997, meetings and

discussions were conducted between Grievant, Dr. Chandler and staff at Jefferson Elementary concerning Grievant's problems with “team-building” and failure to create a collegial atmosphere (teachers felt she “talked down” to them frequently). Plans to fix these problems were formulated with the agreement of all the parties concerned, but the atmosphere at Jefferson did not improve.

11. At a regularly scheduled Board meeting on April 28, 1997, Dr. Chandler recommended that Grievant's probationary contract be renewed, but only with an improvement plan as a condition of employment. He explained to the Board his concerns regarding Grievant's tardiness and insubordination. 12. Rejecting Dr. Chandler's recommendation, the HCBOE voted on April 28, 1997, not to renew Grievant's probationary contract.

13. Dr. Chandler referred Grievant's request for reasons for the non-renewal to the Board, because he did not know precisely why they had voted against his recommendation. He believed that Grievant should ask the Board members at the hearing she requested, and that they would tell her at that time why her contract was not renewed.

14. At the Board meeting on September 3, 1997, Grievant's counsel did not ask the Board members why Grievant's contract was not renewed, because they would not recuse themselves to be sworn in as witnesses.

15. The Board presented the testimony of Dr. Chandler at the September 3, 1997, meeting in order to establish the reasons for Grievant's non-renewal. He testified extensively regarding all of the matters set forth above.

16. The Board held another meeting on September 29, 1997, and agreed to provide Grievant as reasons for her non-renewal, insubordination and willful neglect of duty. Dr. Chandler provided these reasons to Grievant in writing on October 1, 1997.

17. The Board members who voted against renewing Grievant's contract testified at level four that they believed the reasons of insubordination and willful neglect of duty were amply supported by the evidence regarding Grievant's tardiness and failure to follow Dr. Chandler's direct orders.

Discussion

A great portion of Grievant's counsel's arguments can be dispensed with at the outset. She has argued extensively that she was denied "due process," because she was not given advance notice of her non-renewal. Specifically, Grievant contends that HCBOEhas violated the provisions of W. Va. Code § 18A-2-8, which allows a board of education to suspend or dismiss an employee at any time for various reasons, including insubordination and willful neglect of duty. That statute further provides that any such charges must be presented to the employee in writing within two days of their presentation to the board.

The West Virginia Supreme Court has held that "due process" does not apply to nontenured personnel, because they do not have a "property interest" in their jobs. Miller v. Bd. of Educ., 190 W. Va. 153, 437 S.E.2d 591 (1993) [citing Bd. of Regents v. Roth, 408 U.S. 564 (1972)]. Moreover, Code § 18A-2-8 simply does not apply to this case. The rights of and procedures applicable to probationary employees were discussed extensively in this Grievance Board's decision in Cordray v. Wood County Bd. of Educ., Docket No. 90-54-267 (Jan. 31, 1991), where it was noted that, if a board of education wishes to dismiss an employee for disciplinary reasons prior to the end of the school year, then it has no choice but to proceed under Code § 18A-2-8. However, as in the instant case, when it elects to merely not renew a probationary contract, it need only follow the provisions of Code § 18A-2-8a, which provides:

> The superintendent at a meeting of the board on or before the first Monday in May of each year shall provide in writing to the board a list of all probationary teachers that he recommends to be rehired for the next ensuing school year. The board shall act upon the superintendent's recommendations at that meeting in accordance with section one of this article. The board at this same meeting shall also act upon the retention of other probationary employees as provided in sections four and five of this article. Any such probationary teacher or other probationary employee who is not rehired by the board at that meeting shall be notified in writing, by certified mail, return receipt requested, to such persons' last-known addresses within ten days following said board meeting, of their not having been rehired or not having been recommended for rehiring.
>
> Any probationary teacher who receives notice that he has not been recommended for rehiring or other probationary employee who has not been reemployed may within ten days after receiving the written notice request a statement of the reasons for not having been rehired and may request a hearing before the board. Such hearing shall be held at the next regularly scheduled board of education meeting or a special meeting of the board called within thirty days of the request for hearing. At the hearing, the reasons for the nonrehiring must be shown.

When a probationary contract is not renewed per the procedure set forth in Code § 18A-2-8a, the board is "not required to convene a pre-termination hearing because Grievant, in effect, was not terminated; rather, his contract, which is probationary and thus affords him no property interest in his employment, was not renewed." Cordray, supra [citing Belota v. Boone Co. Bd. of Educ., Docket No. 90-03-252 (Nov. 30, 1990); Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985) and Roth, supra]. Even if the reasons for non-renewal are disciplinary in nature, a probationary employee is not entitled to any protections beyond those provided for in Code § 18A-2-8a. See Burrows v. Wood County Bd. of Educ., Docket No. 96-54-281 (Oct. 24, 1996). Accordingly, Grievant was not entitled to any advance notice of the Board's decision, nor was HCBOE required to follow the provisions of Code § 18A-4-8.

Therefore, it must only be determined whether the provisions of the applicable statute, Code § 18A-2-8a, were followed. In order to comply with that provision, a board of education need only notify the employee of its decision by certified mail within ten days, which was undisputedly done by the Board in this case. Then, if the employee so requests, the Board must provide the reasons for the decision in writing and a hearing. Miller, supra. Grievant has not challenged the Board's failure to quickly provide a hearing, and, in fact, was prepared to forego it and proceed with a grievance hearing, instead, onSeptember 3, 1997. She also agreed that the hearing had initially been promptly scheduled as she had requested, but it had been canceled because of her car accident.

The more troublesome issue here is that the Board did not actually provide Grievant with written reasons until October 1, 1997, (See footnote 6) and she requested them in writing in May of 1997. It is clear from the record that there was confusion on the part of many people involved in this case regarding who was to provide the reasons to Grievant and when. Although Dr. Chandler believed the Board had more than sufficient reasons to justify the non-renewal, he was not told specifically by them what the exact reasons were. Meanwhile, the Board members believed it was Dr. Chandler's responsibility to provide this information to Grievant. Unfortunately, one Board member was under the absurd impression that, as an elected official, her only responsibility was to the public, and she did not have to provide any explanation to an employee such as Grievant! (See footnote 7) To compound the confusion, Grievant initiated the grievance process before the Board ever had the opportunity to respond

to her written request for reasons, creating further ambiguity as to what was expected.

Code § 18A-2-8a does not place a time limitation upon the Board's response to the request for written reasons. However, the Supreme Court's decision in Miller, supra, provides some helpful guidance in resolving what, if any, consequences should follow fromthe Board's delay. In discussing the reasons for the statute's requirement that, once deciding upon non-renewal, a Board notify employees of that decision, the Miller Court opined that the reason for requiring such notice is so that employees will "have an opportunity to respond in order to ensure that the nonrenewal was not occurring for unfair reasons." 190 W. Va. at 158. In view of the fact that the requested hearing was put on hold, with Grievant's agreement, for approximately four months, she can hardly claim prejudice from having not received the written reasons during that time period. She did not pursue her "opportunity to respond" until August of 1997. Then, when the hearing was finally convened, Grievant agreed that the hearing need not be concluded, and proceeded to level four.

"[A]n error which is not prejudicial to the complaining party is harmless and does not require reversal of the final judgment." Syl. Pt. 4, Burns v. Goff, 164 W.Va. 301, 262 S.E.2d 772 (1980). Although the Board's handling of Grievant's request for written reasons was not handled in an exemplary manner, extenuating circumstances and confusion understandably contributed to their delay. Grievant has not demonstrated any harm she has suffered by this delay, and, in fact, has at no point during this process ever even contested the charges against her. Even at level four, after the reasons for her non- renewal had been stated in writing, she did not attempt to introduce any evidence to contradict them. Therefore, the delay in providing them to her does not constitute sufficient cause for reversing the Board's decision, because she has not shown substantial prejudice.

As just stated, Grievant has not contested the substance of the Board's allegations against her. She has not denied or attempted to explain her tardiness, her failure to followDr. Chandler's directives, or any of the other problems Dr. Chandler discussed. Accordingly, it is unnecessary to explore whether the reasons for the non-renewal were appropriate or justified. Nevertheless, it is well-established from all of the evidence of record that there were difficulties with Grievant throughout the school year, providing a sufficient basis for the Board's decision. See Cordray, supra. (See footnote 8)

Finally, Grievant contends that she was not given an opportunity to correct her deficiencies through a written "plan of improvement" as required by Code § 18A-2-12 and State Board of Education Policy 5310 (126 C.S.R. 142). The statutory provision states, in part, as follows:

> A professional whose performance is deemed to be unsatisfactory shall be given notice of deficiencies. A remediation plan to correct deficiencies shall be developed by the employing county board of education and the professional. The professional shall be given a reasonable period of time for remediation of the deficiencies and shall receive a statement of the resources and assistance available for the purpose of correcting the deficiencies.

The issue of whether this provision applies to probationary employees has not, to date, been addressed by this Grievance Board or the Supreme Court of Appeals. We have only recognized such employees are entitled to the benefits of open and honest evaluation, and that any decisions concerning continued employment should be based only upon such evaluations, per Board of Education Policy 5300. Cordray, supra. However, it is questionable whether formal, written improvement plans are actually required for probationary employees. The final paragraph of Code § 18A-2-12 states that, if anemployee placed on an improvement plan fails to correct the deficiencies, his or her supervisor can recommend dismissal pursuant to Code § 18A-2-8, which, as previously discussed, does not apply to probationary personnel. Accordingly, there is an implication that probationary contract non-renewals do not require written improvement plans as a prerequisite.

Policy 5310 regarding performance evaluations of school personnel is ambiguous on this point, failing to differentiate between probationary and tenured employees. With regard to administrators, it requires development of an improvement plan when the employee demonstrates unsatisfactory performance, and it must:

(a) identify the deficiencies,

(b)

specify the corrective action to remediate the deficiencies;

(c)

contain the time frame for monitoring and deadlines for satisfactory improvement, and

(d)

describe the resources and assistance available to assist in correcting the deficiencies.

Policy 5310, Section 16.

Grievant places great reliance upon Dr. Chandler's testimony at level four that he did not "place her on a plan of improvement." However, even though Dr. Chandler did not term his efforts to discipline and assist Grievant as a "plan of improvement," it is abundantly clear that he took all steps necessary to comply with both the statutory provisions and the requirements of Policy 5310. Grievant's initial hiring into the Jefferson Elementary Principal's position was contingent, from the beginning, upon her improvement in two problem areas: tone of voice and tardiness. Beginning in September of the school year, Dr. Chandler called Grievant's deficiencies to her attention repeatedly and explained how to correct them, offering assistance as needed. Also, Grievant and Dr. Chandler workedtogether to formulate plans to correct her behavior. As to the "time frame for monitoring and deadlines" for improvement, Dr. Chandler warned Grievant from the beginning of the school year that she would only be recommended for renewal if she corrected her problems. Therefore, Grievant was quite clearly on notice of the limited time frame for her improvement, and, as the record shows, she did not improve even after several admonitions. In addition, Grievant was evaluated at least three times during the school year, and she was informed at the mid-year evaluation of the areas in which she would have to improve for a recommendation of further employment.

Another factor which very seriously calls into question the applicability of an improvement plan to Grievant's situation is also contained within Policy 5310. Section 16.1 states that an improvement plan is to be implemented when the administrator's performance "is unsatisfactory in any area of responsibility as contained in Section 17 of this policy." In turn, Section 17, entitled "Administrator's Responsibilities," lists the following:

17.1 providing purpose and direction for schools/county,

17.2

demonstrating cognitive skills to gather, analyze and synthesize information to reach goals,

17.3 managing consensus and group behaviors,

17.4 enhancing quality of total school/county organization,

17.5 organizing and delegating to accomplish goals, and

17.6 communicating effectively.

Tardiness and missing meetings, although they could affect some of these areas of responsibility, are not actually covered under any of the listed headings. Accordingly, since Grievant was not having performance problems in any of the particular areas covered in Section 17 of Policy 5310, why would she have been entitled to placement on an improvement plan? Nevertheless, even if Dr. Chandler had placed Grievant on such aplan, it is difficult to imagine what else he could have done that he did not already do, other than call it an "improvement plan."

Accordingly, the undersigned finds that HCBOE substantially complied with the provisions regarding improvement plans, regardless of whether they are applicable to probationary employees or to the particular situation presented here. Dr. Chandler's actions in this case and his obvious patience with Grievant are quite commendable. That he did not term his actions regarding her a formal "improvement plan" is an exceedingly small detail which is completely outweighed by the extraordinary efforts taken to inform Grievant that she had to correct certain, easily-corrected problems, which she did not.

Of course, the finding that the Board substantially complied with provisions regarding improvement plans is specifically limited to the very peculiar facts in this case, and is, by no means, meant to be construed by boards of education that they are permitted to usurp those statutory or policy provisions. The individual facts here, along with the extremely questionable applicability of Policy 5310 to this situation, make this finding appropriate only in this case.

In summary, the undersigned finds that HCBOE has substantially complied with all statutory and regulatory provisions applicable to Grievant's situation. In accordance with the foregoing findings and discussion, the following conclusions of law are made.

Conclusions of Law

1. When a board of education decides not to renew a probationary employee's contract

at the end of a school year, the provisions of W. Va. Code § 18A-2-8 do not apply. Cordray v. Wood County Bd. of Educ., Docket No. 90-54-267 (Jan. 31, 1991).

2. W. Va. Code § 18A-2-8a requires a county board of education to provide"after-the-fact" notice to a probationary employee that it has decided not to renew her contract. If the employee so requests, the board must provide the employee a list of reasons for the decision and a hearing on those reasons. Miller v. Bd. of Educ., 190 W. Va. 153, 437 S.E.2d 591 (1993).

3. A probationary employee whose contract is not renewed has no property interest in her employment, is not entitled to due process of law, and does not have a right to a pre-termination hearing or notice. Cordray, supra; Belota v. Boone County Bd. of Educ., Docket No. 90-03-252 (Nov. 30, 1990); Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985); Bd. of Regents v. Roth, 408 U.S. 564 (1972).

4. "[A]n error which is not prejudicial to the complaining party is harmless and does not require reversal of the final judgment." Syl. Pt. 4, Burns v. Goff, 164 W.Va. 301, 262 S.E.2d 772 (1980).

5. W. Va. Code § 18A-2-12 and State Board of Education Policy 5310 require that a professional whose performance is unsatisfactory be given notice of the deficiencies, a plan to correct those deficiencies, a time frame for improvement, and a statement of resources and assistance available for correcting the deficiencies.

6. A preponderance of the evidence in this case establishes that the HCBOE provided Grievant with all rights to which she was entitled under W. Va. Code §§ 18A-2-8a, 18A-2-12, and State Board of Education Policy 5310.

7. Grievant did not prove by a preponderance of the evidence that she was prejudiced by the Board's delay in providing her written reasons for the non-renewal of her probationary contract.

Accordingly, this grievance is DENIED.

Any party may appeal this Decision to the Circuit Court of Kanawha County or the Circuit Court of Hancock County, and such appeal must be filed within thirty (30) days of receipt of this Decision. W. Va. Code § 18-29-7. Neither the West Virginia Education and State Employees Grievance Board nor any of its Administrative Law Judges is a party to such appeal and should not be so named. Any appealing party must advise this office of the intent

to appeal and provide the civil action number so that the record can be prepared and transmitted to the appropriate court.

Date: May 5, 1998

V. DENISE MANNING

Administrative Law Judge

Footnote: 1

The record does not reflect what transpired between May and August, or whether there was any communication between Grievant and any Board employees during that time period.

Footnote: 2

The "attached letter" was not made part of the record. Dr. Chandler testified that he believed Grievant's former representative had stated that all timelines could be put on hold until her recovery, with which the Board agreed.

Footnote: 3

The January meeting was referred to by Dr. Chandler as a "mid-year evaluation," but no written evaluation report was ever introduced. It is assumed that the January 31, 1997, letter is the only written documentation of that evaluation.

Footnote: 4

Dr. Chandler explained that WVEIS is an "intra-net" type of computer system which connects all of the education systems in the state. It has an "E-mail" feature which can be used to send messages from one location to another.

Footnote: 5

In Grievant's written post-hearing submission, her counsel argued that the suspension was not properly implemented. This was the first time the issue was raised, so it is not appropriate for consideration in this Decision.

Footnote: 6

Although Grievant's counsel did not specifically address this issue in her post- hearing submission, it was argued and addressed extensively through witness testimony at level four, so it will be discussed in this Decision.

Footnote: 7

Although this individual, Ms. Visyak, is no longer a Board member, the HCBOE would be strongly cautioned

to, in the future, impress upon its members that, not only must they serve the public, but they must also, and perhaps foremost, abide by the laws applicable to school employees.

Footnote: 8

As discussed in Cordray, supra, there is no "for cause" standard for non-renewal of a probationary employee's contract, and a board of education need only show that there were substantive reasons for its decision.