

**BEFORE THE
SOUTH CAROLINA STATE BOARD OF EDUCATION**

In the Matter of Tyrell Alvee James)	ORDER OF DISMISSAL
)	
Educator Certificate #232329)	(BREACH OF CONTRACT)
)	

SUMMARY OF THE CASE

The South Carolina State Board of Education (State Board) considered this matter on April 12, 2016. On January 11, 2016, the South Carolina Department of Education (SCDE) sent Tyrell Alvee James (James) a notice of his right to a hearing regarding the possible suspension of his South Carolina Educator Certificate, by regular and certified mail, return receipt requested, delivery restricted to addressee. James timely requested a hearing. On February 1, 2016, a hearing was held concerning James' alleged Breach of Contract with Orangeburg School District 3 (the District). The District did not attend the hearing and did not provide a prehearing statement.

After considering the evidence presented, the State Board hereby dismisses this action against James educator certificate.

FINDINGS OF FACT

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

James holds a valid South Carolina Educator Certificate and was employed by the District as a Chorus Director at Lake Marion High School. James signed a continuing contract with the District on April 24, 2015 to teach for the 2015-2016 year. On July 8, 2015, James tendered his resignation to the Human Resources Department of the District and to the Superintendent of the District. On August 4, 2015, the District notified him that he had not been released from his contract. On August 5, 2015, James was offered a job in another school district for more money and greater job responsibility. James attempted to contact the District regarding

his promotion and to again ask for release of his contract in that the District's written policy authorized the release of a teacher's contract in the event of a job promotion. He received an email on August 12, 2015 advising him again that he had not been released from his contract. On August 13, 2015, he was notified that he had missed the professional development days and that his pay would be docked for those days. James declined the position in the other school district and reported to school on August 17, 2015. Just prior to his resignation, James had been transferred to two schools for the 2015-2016 year that were a substantial distance further than his previous school. James was never advised of his new schedule and inadvertently arrived at the wrong school for the morning session. The District thereafter advised James not to return to the District.

After considering the evidence presented at the February 1, 2016 hearing, the State Board finds that the evidence demonstrates that James did not breach his contract with the District but, instead, was prohibited from complying with the terms of such by the actions of the District. The District did not file a prehearing statement or make an appearance at the hearing. Thus, the facts presented by James are uncontroverted and are deemed to be credible. 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 that the evidence presented demonstrates that James complied with the terms of his contract until such time as the District prevented him from doing so. As such, there is no evidence that James breached his contract with the District. Further, it appears that James fell within the District's written policy authorizing release of contract in the event of a job promotion. Accordingly, this action against Tyrell James, educator certificate #232329 is hereby dismissed.

AND IT IS SO ORDERED.

South Carolina State Board of Education

By: _____

Michael R. Brennan, Chair

Columbia, South Carolina

April 12, 2016