

ANDREA MARTIN

Appellant,

v.

PRINCE GEORGE'S  
COUNTY BOARD OF  
EDUCATION

Appellee.

BEFORE THE

MARYLAND

STATE BOARD

OF EDUCATION

Opinion No. 21-34

## OPINION

### INTRODUCTION

Andrea Martin, (“Appellant”), appeals the decision of the Prince George’s County Board of Education (“local board”) affirming the Chief Executive Officer’s (“CEO”) non-renewal of Appellant’s non-tenured teaching contract. The local board filed a Brief in response to the State Board appeal maintaining that its decision is not arbitrary, unreasonable or illegal. Appellant did not file a reply but indicated through email that she provided links to the same documents she submitted to the local board as her reply.<sup>1</sup> The local board filed a Line on its behalf stating that it would rely on the arguments made in its Brief in response to the State Board appeal as Appellant provided no new legal or factual argument as a reply.

### FACTUAL BACKGROUND

Appellant was employed as a non-tenured probationary teacher for the 2019-2020 school year. (Local Board Response at 0076, Affidavit of Angela Joyner, Labor Relations Advisor “Joyner Aff.”). She was hired as a special education resource teacher and assigned to teach at Ernest Just Middle School. *Id.* Appellant’s labor relations advisor confirmed that Appellant was hired as a non-tenured teacher and her contract could be non-renewed at the end of the 2019-2020 school year. *Id.* The regular contract is set forth in the Code of Maryland Regulations (“COMAR”) 13A.07.02.01 and provides that “[E]ither of the parties to this contract may terminate it at the end of the first, second or third anniversary date of employment...by giving notice in writing to the other...” On April 21, 2020, Appellant was notified by letter that her regular contract of employment was terminated effective at the close of business on June 30, 2020. (Local Board Response at 0056-0057).

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<sup>1</sup> The Office of the Attorney General (“OAG”) was unable to open the document links sent by Appellant and notified her of this fact on several occasions. The Appellant did not respond or provide the documents in a retrievable format. However, in her appeal letter dated January 17, 2021, Appellant indicated she was sending the same documents she submitted to the local board in support of her appeal. *See*, Appeal Letter dated January 17, 2021.

During the 2019-2020 school year there were many deficiencies in Appellant's performance as a teacher. Throughout the 2019-2020 school year, Appellant received numerous email communications from her direct supervisor, Principal [REDACTED], and others reminding Appellant of her obligation to complete her job related duties in a timely manner. (Local Board Response at 0124-0189). The emails document that Appellant's supervisors attempted to support Appellant to correct her deficiencies, but the Appellant failed to do so. *Id.*

On October 29, 2019, the Principal conducted Appellant's first classroom observation, using the Frameworks for Teaching rubric as the basis of her evaluation. (Local Board Response at 0079-0088). For each domain observed, she rated Appellant's lesson as either unsatisfactory or basic. *Id.* The Principal identified the following areas for growth: establishing a culture of learning, managing classroom procedures, using questioning and discussion techniques, engaging students in learning, developing strong rituals and routines that ensure efficiency in transitions as well as behavior, refraining from direct instruction the entire period, releasing students to try out the learning and providing support as necessary, and providing opportunities for students to collaborate and discuss ideas. *Id.* On November 1, 2020, Appellant participated in a post-observation conference during which the Principal reviewed the observation results. *Id.*

On November 26, 2019, Appellant received a corrective action document from her instructional director and the Principal due to her failure to meet IEP deadlines despite several reminders and support from the special education chairperson. (Local Board Response at 0089-0091). On November 26, 2019, Appellant participated in a conference with the Principal to discuss the professional growth plan for improvement developed for her. (Local Board Response at 0092-0093). The growth plan contained measurable, objective measures for improvement, and action steps and supports, as well as target dates for growth. *Id.*

On December 13, 2019, staff member [REDACTED], conducted Appellant's second classroom observation. Appellant received a rating of either basic or unsatisfactory for each domain observed. (Local Board Response at 0108-0112). Ms. [REDACTED] noted that the Appellant did not provide a lesson plan. *Id.* She also noted that through the majority of the class, the Appellant sat in the back of the room and did not interact with students, and she did not attempt to maintain order or address student behavior. *Id.* Appellant participated in a post-observation conference that same day. *Id.* On December 14, 2019, Appellant received an overall rating of ineffective on her interim evaluation. (Local Board Response at 0113-0114).

On January 16, 2020, Appellant received a correction action document from her Instructional Director, the Assistant Principal and Principal reprimanding Appellant for the following:

- Failure to meet with the special education coordinator and review/sign all case manager monthly checklists for the August, September, October, November, and December;
- Failure to complete IEP progress reports, failure to provide Medicaid logs to parents within the requested time frames, and failure to provide draft IEPs to parents within 5 days after the meetings as required;
- Failure to provide evidence of progress monitoring of students on her caseload; and
- Failure to provide outstanding documents, as required in previous notification.

Appellant refused to sign the corrective action document. (Local Board Response at 0115-0116).

On February 7, 2020, the Principal conducted Appellant's third classroom observation. Again, Appellant received either basic or unsatisfactory ratings for each domain observed. (Local Board Response at 0117-0123). The Principal recommended that Appellant's growth plan be revisited and extended for an additional 30 days. *Id.* The Principal also noted that the classroom was marked by inefficient routines and procedures as well as inconsistencies in the climate and that many of the students were not attentive to Appellant while she is attempting to teach. *Id.* On February 13, 2020, Appellant participated in a post-observation conference. On February 14, 2020, Appellant participated in a second growth plan conference and refused to sign the growth plan document. (Local Board Response at 0094-0095).

The Principal referred Appellant's file to the Employee and Labor Relations Office ("ELRO") for review by her Labor Relations Advisor. (Local Board Response at 0076, Joyner Aff.). The Advisor is responsible for maintaining and reviewing ELRO files for certified employees presented to the ELRO for non-renewal to ensure that the non-renewal is supported by sufficient data. *Id.* After reviewing the data, the Advisor confirmed, based on her experience as an HR professional with the school system, that the data presented by the administrative team supported non-renewal of Appellant's contract. *Id.*

On April 21, 2020, Chief Executive Officer, Monica Goldson, notified Appellant that the local board approved her recommendation to non-renew Appellant's contract. The letter advised that Appellant's contract was to be terminated effective June 30, 2020. (Local Board Response at 0056-0057).<sup>2</sup>

On April 22, 2020, Appellant appealed the non-renewal decision to the local board. (Local Board Response at 0058-0059).<sup>3</sup> Appellant argued that her contract should have been renewed "on the basis of consistent achievement on behalf of both my students and myself [sic]" and that she does not believe "it would be in the best interest of the school board or myself to non-renew my contract." (Local Board Response at 0069-0070). In support of her argument, Appellant submitted numerous lesson plans she prepared throughout the school year, as well as documentation regarding some virtual distance learning she engaged in during the COVID-19 school closures. (Local Board Response at 0001-0055 & 0063-0066). Both parties filed briefs.

On December 14, 2020, the local board issued its Decision and Order affirming the CEO's non-renewal of Appellant's teaching contract. The local board held that there was no basis under the regular contract entered into by Appellant or State law to overturn the CEO's decision not to renew the Appellant's teaching contract. (Local Board Response at 0199-0203, Decision and Order).

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<sup>2</sup> Appellant received an amended appeal letter dated June 1, 2020. The letter is identical to the letter dated April 21, 2020, with the exception that it had slightly different language regarding how to appeal the decision. The discrepancy between the two letters is not relevant to this appeal. (Local Board Response at 0060-0061).

<sup>3</sup> Appellant also appealed the June 1, 2020, non-renewal letter on June 10, 2020. (Local Board Response at 0062).

## STANDARD OF REVIEW

A local board does not have to demonstrate cause as a basis for its decision not to renew a probationary teacher's contract. *Zarrilli v. Anne Arundel County Bd. of Educ.*, MSBE Op. No. 21-04 (2021). However, a local board's decision to non-renew cannot be based on illegal or discriminatory reasons. *Greenan v. Worcester County Bd. of Educ.*, MSBE Op. No. 10-51 (2010); *Etefia v. Montgomery County Bd. of Educ.*, MSBE Op. No. 03-03 (2003). It is the Appellant's burden to prove illegality "with factual assertions, under oath, based on personal knowledge." *Greenan v. Worcester County Bd. of Educ.*, MSBE Op. No. 10-51 (2010); *Etefia v. Montgomery County Bd. of Educ.*, MSBE Op. No. 03-03 (2003).

## LEGAL ANALYSIS

Appellant states that she was on target to be a fully tenured teacher as on July 1, 2020 and asserts that her non-renewal was based on arbitrary reasons. Her arguments are twofold. First, she argues that she spent many hours planning and coordinating with other educators to develop lesson plans for a challenging school year. She argues that the lesson plans that she developed demonstrate that she was able to smoothly adapt from in-person learning to virtual learning during the pandemic. Second, she argues that students who were struggling in writing were beginning to demonstrate a level of growth. *See* Appeal Letter to State Board, 1/17/21. To support these two assertions, Appellant relies upon the numerous lesson plans she prepared throughout the school year as well as documentation regarding some virtual distance learning she engaged in during the COVID-19 school closures.

Nowhere in her appeal materials does Appellant address the overwhelming evidence establishing that her teaching was consistently deficient throughout the 2019-2020 school year. She also fails to address the fact that she consistently failed to meet numerous critical deadlines to provide required documentation despite repeated requests for it. Furthermore, she fails to provide any argument that the local board's decision was based on any illegal reason. She merely argues in a general way that it would be in the best interest of her student population, herself and the education community at-large to overturn the local board's decision to non-renew her teaching contract. Such vague arguments fall far short of satisfying Appellant's burden to demonstrate that the decision to non-renew her contract was based on illegal or discriminatory reasons.

The local board found "the Chief Executive Officer presented substantial evidence of [Appellant's] job performance deficiencies during the 2019-2020 school year, that culminated in the decision to non-renew and terminate her Contract at the end of the school year." (Local Board Response at 0200, Decision and Order at p. 2). The local board also concluded that Appellant failed to demonstrate the required improvement and progress towards meeting goals in her growth plan and as a result of her inability to make sufficient improvement during the 2019-2020 school year, her employment contract was properly terminated. (Local Board Response at 0202, Decision and Order at p. 4).

The State Board of Education has held that "school systems have a large degree of flexibility in deciding not to renew a probationary teacher's contract so long as the reason for the

nonrenewal is not illegal or discriminatory.” *Torres v. Balt. City Bd. of Sch. Comm’rs*, MSBE Op. 18-04, at p. 3 (2018). The local board does not have to establish any cause or reason for its decision not to renew. *Ewing v. Cecil County Bd. of Educ.*, 6 Op. MSBE 818 (1995). In fact, the State Board has held that a local board may non-renew a probationary teacher’s contract despite satisfactory evaluations. *See Bricker v. Frederick County Bd. of Educ.*, 3 Op. MSBE 99 (1982).

The record clearly establishes that Appellant’s job performance deficiencies were the basis for the non-renewal, which is a valid reason and certainly not an illegal or an arbitrary one.

CONCLUSION

Examining all of the evidence in the record and for all the reasons stated above, we find that the local board’s decision was not arbitrary, unreasonable, or illegal. Accordingly, we affirm the decision of the local board not to renew Appellant’s teaching contract for the 2019-2020 school year.

Signatures on File:

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Clarence C. Crawford  
President

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Jean C. Halle  
Vice-President

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Shawn D. Bartley

\_\_\_\_\_  
Gail H. Bates

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Charles R. Dashiell, Jr.

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Susan J. Getty

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Vermelle Greene

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Rose Maria Li

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Rachel McCusker

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Joan Mele-McCarthy

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Lori Morrow

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Warner I. Sumpter

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Holly C. Wilcox

May 25, 2021