

ANGELITA THOMAS-
CRAWFORD

Appellant,

v.

BALTIMORE CITY BOARD
OF SCHOOL
COMMISSIONERS

Appellee.

BEFORE THE
MARYLAND
STATE BOARD
OF EDUCATION

Opinion No. 21-36

OPINION

INTRODUCTION

Angelita Thomas-Crawford, (“Appellant”), appeals the decision of the Baltimore City Board of School Commissioners (“local board”) affirming the Chief Executive Officer’s (“CEO”) Designee’s non-renewal of Appellant’s non-tenured teaching contract. The local board found the non-renewal was not illegal or unreasonable, but appropriate based on the Appellant’s poor teaching and classroom management skills. The local board filed a response to the State Board. The Appellant filed a reply, and the local board responded.

FACTUAL BACKGROUND

The Appellant was a non-tenured teacher employed by Baltimore City Public Schools (“BCPS”) on August 31, 2018 under a conditional certificate. Her conditional certificate was in effect from July 1, 2018 until June 30, 2020. Due to the late date of her hiring, the Appellant was unable to participate in the 2018-2019 “New Teacher’s Summer Institute” (“NTSI”) held for new teachers. (Local Board, Ex. 7.)

During the 2019-2020 school year, Appellant was a seventh grade math teacher at Wildwood Elementary/Middle School (“Wildwood”). The Appellant requested to attend the NTSI for the 2019-2020 school year. The Principal followed up on the Appellant’s request, but was told by the Director of Related Service Providers that the Appellant could not participate. The Director explained that the NTSI was designed to acclimate new teachers to content and expectations, which the Appellant already had exposure to in her first year of teaching. Furthermore, budget allotments for the program were based on new teacher vacancies. Instead, it was recommended that the Appellant participate in other summer opportunities provided by the BCPS Academic Office, which were provided for teachers with some experience. In addition, the Principal arranged for a weeklong teacher training specific to Wildwood at the beginning of the year, which the Appellant attended. (Local Board, Ex. 7, 9.)

Appellant’s assigned mentor for the 2019-2020 school year was Ms. [REDACTED]. When Ms. [REDACTED] went out on maternity leave, Ms. [REDACTED] was assigned on an

interim basis until Ms. ██████ returned. Ms. ██████ completed at least ten in-person observations with debriefs of the Appellant between September 2019 and March 2020, averaging 30 to 60 minutes each. Discussions included student engagement, lesson planning, instructional strategies, classroom environment, and review/analysis of student work. In addition, the Appellant was provided with professional development opportunities in restorative practices, social-emotional learning, ANET math and monthly coaching sessions, and weekly math collaborative planning. (Local Board, Ex. 7, 12).

On December 4, 2019, the Principal conducted a formal observation of the Appellant. Before the scheduled observation, the Principal met with the Appellant to discuss expectations and provided Appellant a copy of the Instructional Framework rubric. Using the rubric, the Principal rated the Appellant ineffective in six of the nine categories and developing in the other three. The Appellant received an ineffective rating in: (1) use of questioning to bring students to higher-order thinking; (2) check for understanding and respond to misunderstanding; (3) facilitate student-to-student interaction and academic talk; (4) implement routines to maximize instructional time; (5) build a positive, learning-focused classroom culture; and (6) reinforce positive behavior, redirect off-task behavior, and de-escalate challenging behavior. (Local Board, Ex. 7, 15).

On January 15, 2020, the Principal asked the Appellant to draft and submit an Employee Performance Improvement Plan (“PIP”).¹ Appellant submitted a draft of the PIP on February 3, 2020, and the final PIP was issued on February 7, 2020. The Appellant spoke with her Union Representative, who contacted the Principal. The Appellant signed the PIP on February 10, 2020. PIP reviews were conducted on February 24, 2020, March 6, 2020, and March 13, 2020. (Local Board, Ex. 7, 20).

On February 4, 2020, the Principal conducted a Mid-Year conference with the Appellant to receive additional feedback and review student progress using the Mid-Year Conversation Checklist. The Principal reported that the Appellant was not prepared and could not discuss the students of concern using beginning and middle of year iReady math assessment data. (Local Board, Ex. 7, 17).

On February 24, 2020, the Assistant Principal conducted a second formal observation of the Appellant. He rated the Appellant ineffective in “use strategies and tasks to engage all students;” effective in three other areas; and developing in the remaining areas. The Assistant Principal noted that the instructional content was not presented clearly, there was only one opportunity for student-to-student engagement, and some students shared they did not know how to do the work or did not feel like doing the work. (Local Board, Ex. 7, 13).

The school leadership remained concerned about the Appellant’s performance, including poor parent/teacher relationships, poor grading habits, and ineffective classroom management. Initially, the Appellant refused to let students make-up missed work or assessments despite directives from leadership to allow it. (The Appellant began accepting assignments after the

¹ The Appellant objects to the inclusion of the PIP in the record on the basis that the PIP was to conclude April 3, 2020, but schools closed on March 16, 2020. The local board included the PIP in its review, and we see no legal basis to exclude it from this record.

COVID-19 school closures.) One parent came to the school to share her concerns about her child failing math, and it was discovered that Appellant had not recorded any grades for the student. The Assistant Principal searched the Appellant's classroom and found over 120 math assignments that had not been graded by the Appellant, as well as even more assignments without student names. On March 13, 2020, the Principal asked the Appellant to take the assignments home and grade them. The Appellant declined and said she would address them when schools re-opened. During the extended school closures, the school counselor was assigned to the Appellant to help provide assistance with students. (Local Board, Ex. 7, 10).

The Appellant received an ineffective rating on her Annual Evaluation. Due to the COVID-19 school closures, the weighting of scores was re-distributed to include professional expectations (15%), school performance measures (15%), and classroom observations (70%). The Appellant earned 8.2, 9.3, and 31.11 respectively, for a composite score of 49 out of a possible 100 points. (Local Board, Ex. 7, 16).

By letter dated June 11, 2020, the Chief Executive Officer's designee ("CEO") informed Appellant that her teaching contract would not be renewed, and her last day of employment would be June 30, 2020. (Local Board, Ex. 1). On July 9, 2020, the Appellant appealed this decision, and the local board assigned the matter to Hearing Officer Vivian Nunez. The Hearing Officer reviewed the Appellant's claims, as well as supporting documentation from both parties. She determined that the Appellant failed to provide any factual assertions to demonstrate the decision was illegal or discriminatory, or that an evidentiary hearing was required to resolve the matter. On September 14, 2020, the Hearing Officer issued a 17-page decision, including findings of fact, and recommended the local board uphold the decision of the CEO's designee. (Local Board, Ex. 7).

On December 8, 2020, the local board adopted and affirmed the Hearing Officer's recommendation to affirm the CEO's designee's decision to not renew the Appellant's non-tenured teacher contract for the 2020-2021 school year without the need for an oral argument or evidentiary hearing. The Appellant was informed of the local board's decision via letter dated December 11, 2020. (Local Board, Ex. 8).

This appeal followed.

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. 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

Under Maryland wrongful discharge law, a local board may choose not to renew a conditional teacher contract for any reason, or no reason at all, as long as it is not an illegal one that contravenes a clear mandate of public policy. *See Miller-Phoenix v. Baltimore City Bd. of School Comm.*, 246 Md. App. 286, 305 (2020). 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 (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 Appellant has a high evidentiary bar to meet in order to demonstrate the local board’s nonrenewal decision is illegal or discriminatory. In the matter at hand, the Appellant first argues that the local board’s decision was illegal because the BCPS failed to comply with the requirements of the Comprehensive Teacher Induction Program under COMAR 13A.07.01. It is not clear that if a school district fails to meet the requirements of COMAR 13A.07.01, the failure serves as a legitimate basis for challenging the nonrenewal of non-tenure teaching contract. However, it is not necessary for this Board to rule on the matter in this case because the local board has provided sufficient evidence that it did comply with the regulations.

The Appellant argues that the decision to deny her request to attend the NTSI for the 2019-2020 school year was in violation of COMAR 13A.07.01.04D(2), which requires “orientation programs for all teachers new to the local school system[.]” However, the Appellant does not dispute that she was a new teacher in the 2018-2019 school year and she was hired after the NTSI, and therefore could not attend. By the 2019-2020 school year, she had been teaching for a full year and was already exposed to most of the concepts taught at the NTSI, so it would not be beneficial for her. She was provided with other professional development opportunities, and she attended an orientation specific to Wildwood.

The Appellant also argues that BCPS violated COMAR 13A.07.01.04 and COMAR 13A.07.01.06D by assigning her mentors who maintained full-time administrative duties. She also alleges that meetings with her teacher mentor were irregular, and the mentoring was “not focused, systematic, ongoing, and of high quality.” (Appeal, p. 5). Ms. [REDACTED] and Ms. [REDACTED] were both qualified by BCPS to act as teacher mentors. While the regulations state mentors should have assigned school-level administrative duties only on an emergency basis, it does not forbid it. Furthermore, the Appellant’s claims that the mentoring was ineffective are bald assertions without supporting evidence. The local board produced “Interaction Logs” that detailed the substantial contact between the Appellant and her mentors, including the ten in-person observations and de-briefs with notes. (Local Board, Ex. 12). While the Appellant may feel that she needed additional support, there is nothing in the record to demonstrate BCPS did not comply with the regulations.

The Appellant also argues that the local board decision was unreasonable or unfair. In support, she claims: (1) the school district's decision to change the weighting of formal evaluations from 40% to 70% on the Annual Evaluation was unfair; (2) the assertion that she was an ineffective teacher is incorrect; (3) the testimony of the Principal was false; (4) she did not receive any write-ups/pink slips during her two years with BCPS; and (5) the nonrenewal of her contract undermines the school district's efforts to recruit and retain Black educators. While the Appellant may disagree with the decisions made by the school district, including the characterization of her work, none of these allegations demonstrates the local board decision is either illegal or discriminatory, nor does the Appellant make that claim. Given the high degree of flexibility afforded to local boards in making nonrenewal decisions, mere allegations that actions are unfair or unreasonable does not meet the high bar required to overturn a local board decision.

CONCLUSION

For all of these reasons, we find that the local board's decision is not illegal or discriminatory. Accordingly, we affirm the local board's decision upholding the non-renewal of Appellant's teaching contract.

Signatures on File:

Clarence C. Crawford
President

Jean C. Halle
Vice-President

Shawn D. Bartley

Gail H. Bates

Charles R. Dashiell, Jr.

Susan J. Getty

Vermelle Greene

Rose Maria Li

Rachel McCusker

Joan Mele-McCarthy

Lori Morrow

Warner I. Sumpter

Holly C. Wilcox

May 25, 2021