

**BEFORE THE ALASKA PROFESSIONAL TEACHING PRACTICES COMMISSION**

In the Matter of )  
 )  
PATIENCE M. DUNBAR )  
\_\_\_\_\_ )

OAH No. 08-0375-PTP  
Agency Case No. 08-60

**ORDER OF SUSPENSION**

**I. Introduction**

Patience M. Dunbar, a music teacher in the Ketchikan Gateway Borough School District, resigned her position in the middle of the 2007-2008 school year in violation of her employment contract. After an investigation triggered by a complaint from the district, the Executive Director of the Professional Teaching Practices Commission filed an accusation alleging that Ms. Dunbar violated her responsibility to honor her professional employment contract under 20 AAC 10.020(d)(15). The commission staff requested a one-year suspension as a sanction.

The Professional Teaching Practices Commission heard this case on October 10, 2008. Ms. Dunbar participated by telephone and testified in the hearing. Assistant Attorney General Karen Hawkins represented the commission staff. Administrative Law Judge Christopher Kennedy presided. Based on the evidence<sup>1</sup> and the arguments of the parties, the commission has decided that Ms. Dunbar committed a serious breach of the Alaska Code of Ethics and Teaching Standards to the detriment of her students, and that her misconduct merits suspension of her teacher certificate for one year.

**II. Facts**

Patience Dunbar holds an Initial Teacher Certificate issued by the Alaska Department of Education and Early Development.<sup>2</sup> On September 18, 2007 she signed an employment contract with the Ketchikan Gateway Borough School District (KGBSD).<sup>3</sup> In the contract, she agreed to work for the district as assigned for 164 days, from October 1, 2007 to June 30, 2008. The contract permitted Ms. Dunbar to terminate her employment upon 30 days' written notice

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<sup>1</sup> The evidence considered consisted of Staff Exhibits 1-8, admitted without objection at the hearing, and the testimony of witnesses Patience Dunbar, Sydney Olsen (Human Resources Manager, Ketchikan Borough School District), Harry Martin (Principal, Ketchikan Charter School), and Patricia Truman (Executive Director, PTPC). No evidence was excluded at the hearing.

<sup>2</sup> Exhibit 6.

<sup>3</sup> Exhibit 2.

*provided* she had the written assent of the other party; otherwise, she was obligated to complete the agreed term.<sup>4</sup>

Ms. Dunbar began teaching in the Ketchikan Charter School. She was the sole music teacher for the school. Music was an integral part of the charter school’s curriculum, which attempted to coordinate across subject areas (for example, students might learn to sing “Yankee Doodle” while studying the American Revolution in Social Studies).<sup>5</sup> Parents had been expressly promised a music teacher when they registered children for the school.<sup>6</sup> Ms. Dunbar taught all 173 of the school’s students.<sup>7</sup>

In the first half of January, 2008, Ms. Dunbar’s husband accepted a job in Wisconsin and Ms. Dunbar began to contemplate leaving her position. She did not have a copy of her employment contract at the time, either because she did not receive a copy after it was signed or because she had lost her copy.<sup>8</sup> She had not read the contract carefully.<sup>9</sup> She apparently knew, however, that the contract was relevant to her departure.<sup>10</sup> She attempted to get a copy, on one occasion by e-mailing KGBSD’s Human Resources Director on January 14 and on another by sending her husband to the KGBSD office.<sup>11</sup> Testimony is conflicting on when she likely received the copy she requested; she recalls a delay until after her subsequent resignation.<sup>12</sup> It is undisputed that she never personally went to the KGBSD office to insist on seeing the contract right away.<sup>13</sup>

On Friday, January 18, 2008, Ms. Dunbar visited the charter school’s principal and told him she would be leaving on Friday, February 1. The two did not discuss the terms of her contract with the district. The principal told her she would need to write a letter of resignation, and she complied on Monday, January 21. He forwarded the letter to KGBSD.<sup>14</sup> The resignation letter read:

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<sup>4</sup> *Id.* at page 2, ¶ 6.  
<sup>5</sup> Testimony of Martin.  
<sup>6</sup> Testimony of Truman.  
<sup>7</sup> Testimony of Martin and Dunbar.  
<sup>8</sup> Testimony of Dunbar and Olsen.  
<sup>9</sup> Testimony of Dunbar.  
<sup>10</sup> The commission draws this inference from the fact that she sought a copy of the contract just before visiting the school principal to discuss resignation.  
<sup>11</sup> Testimony of Olsen.  
<sup>12</sup> Testimony of Dunbar and Olsen.  
<sup>13</sup> *Id.*  
<sup>14</sup> Testimony of Martin.

I hereby resign my position as teacher at Ketchikan Charter School. My last day of work will be Friday, February 1, 2008. I appreciate everything you have done to make me feel welcome here, but my husband got a job in Wisconsin and we need to take that opportunity.<sup>15</sup>

Ms. Dunbar made plans to leave Ketchikan on February 1. On January 31 or February 1, KGBSD Superintendent Robert Boyle urged her to stay on in accordance with her contract, but Ms. Dunbar declined, stating that her travel plans were already set.<sup>16</sup> She left her position on February 1 without the consent of KGBSD.<sup>17</sup> Her husband's job in Wisconsin was the sole reason for her departure.<sup>18</sup>

To her credit, Ms. Dunbar found a replacement for an after-school violin class she taught for the school. However, the district was unable to recruit a replacement for regular music instruction during school hours for the remainder of the school year. The music component of the curriculum therefore devolved to teachers in other subject areas who did not have the necessary music training, which the principal described as "not an adequate way to teach" that component. Two students were withdrawn from the charter school because of the lack of adequate music instruction.<sup>19</sup>

KGBSD made a complaint to the Professional Teaching Practices Commission. After an investigation, the Executive Director issued an Accusation on June 10, 2008.<sup>20</sup> Ms. Dunbar filed a Notice of Defense on June 24, 2008, and this proceeding followed.

### **III. Analysis**

#### *A. Ms. Dunbar's Violation*

Members of the teaching profession are required to abide by the professional teaching standards adopted by this commission.<sup>21</sup> In 20 AAC 10.020, we have adopted a Code of Ethics and Teaching Standards. A violation of this Code is grounds for revocation or suspension of a teacher certificate, or for the lesser sanctions of a warning or reprimand.<sup>22</sup>

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<sup>15</sup> Exhibit 3.

<sup>16</sup> Testimony of Dunbar.

<sup>17</sup> Exhibits 4, 5.

<sup>18</sup> Testimony of Dunbar. Ms. Dunbar acknowledges that her working conditions at KGBSD were not a reason for her departure.

<sup>19</sup> Testimony of Martin.

<sup>20</sup> By oral motion granted without objection at the beginning of the hearing, paragraph 3 of the Accusation was amended to change "January 2" to "January 22" as the date of Ms. Dunbar's resignation letter.

<sup>21</sup> AS 14.20.480.

<sup>22</sup> AS 14.20.030(a)(4); AS 14.20.470(a)(3).

Provision (d)(15) of our Code of Ethics and Teaching Standards provides that educators “may not unlawfully breach a professional employment contract.” Particularly in Alaska, it can be extraordinarily difficult to replace teachers who prematurely leave positions they have promised to fill. The result can be highly disruptive to the educational process. For this reason, we require teachers to honor their commitments except in very unusual circumstances, such as a true health emergency or substantially misrepresented employment or working conditions.

Ms. Dunbar committed to KGBSD that, unless mutually agreed otherwise, she would teach through the end of the 2007-2008 school year. She left unilaterally in the middle of the year, giving only two weeks’ notice. Her only reason for leaving was that her husband accepted a job in another state and she wanted to be with him immediately. This was an unexcused violation of her employment contract and a violation of her professional duty under 20 AAC 10.020(d)(15).

*B. Appropriate Sanction*

In selecting an appropriate sanction, we look first to our prior handling of similar cases. While we may depart from these earlier benchmarks, we do so only for carefully articulated policy reasons. For violations of 20 AAC 10.020(d)(15) without adequate mitigating circumstances, it has been our practice, widely publicized in our newsletters to members of the profession, to impose a one-year suspension. For example, in the case of *In re Schall*,<sup>23</sup> decided after a full hearing in 2004, we imposed such a suspension on a teacher who violated a yearlong contract in Bethel by leaving unilaterally at the beginning of Christmas vacation, apparently because of personal stress and health reasons not shown to constitute an emergency. In several recent cases where no hearing was sought we approved the same sanction: examples include *In re Kelly*<sup>24</sup> (departure at Christmas break for “personal reasons”); *In re Liss*<sup>25</sup> (departure in November for “job dissatisfaction”); and *In re Eubanks*<sup>26</sup> (walked out of classroom in October).

Ms. Dunbar argues that KGBSD was slow to get her a copy of her contract when she requested it, and that had she reviewed the contract or been appropriately counseled at the time

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<sup>23</sup> PTPC Case No. 04-48 (Decision and Order, Oct. 25, 2004).

<sup>24</sup> PTPC Case No. 08-36 (Decision and Order, May 5, 2008).

<sup>25</sup> PTPC Case No. 08-29 (Decision and Order, Jan. 17, 2008).

<sup>26</sup> PTPC Case No. 07-30 (Decision and Order, April 10, 2007). In the case of *In re Weems*, PTPC Case No. 02-80 (Decision and Order, May 5, 2003), we imposed the harsher sanction of revocation. Mr. Weems, however, committed a second violation involving dishonesty. Mr. Weems’s certificate was restored in 2008. PTPC Case No. 02-80, OAH Case No. 07-0639-PTP (Order of Reinstatement, Jan. 28, 2008).

of her resignation she would have delayed her departure so as to give thirty days' notice. Her argument misses the point. Even if she had given thirty days' notice, an early departure without KGBSD's written consent would have been a direct violation of her employment contract. In any event, she knew that her contract had a provision regarding termination.<sup>27</sup> If she could not remember what it was, it was incumbent on her, before taking the momentous and disruptive step of resigning her position, to do whatever was necessary to discover its terms, even if that entailed going to the district office herself.

Ms. Dunbar's action caused substantial disruption to the Ketchikan Charter School's program and even caused two students to withdraw from the school. Ms. Dunbar left without taking sufficient steps to prevent this educational harm.

Under the circumstances, we find no mitigating factors that would justify a departure from the sanction we ordinarily impose for this serious violation of the Code of Ethics and Teaching Standards.

**IV. Conclusion and Order**

The commission finds that Patience M. Dunbar unlawfully breached a professional employment contract in violation of the Alaska Code of Ethics and Teaching Standards, 20 AAC 10.020(d)(15). After considering the circumstances surrounding the violation, the commission suspends the Initial Teacher Certificate held by Patience M. Dunbar for one year, commencing the same day as the effective date of the commission's written decision as provided in Alaska Statute 44.62.520.

Commissioners Baker, Black, Gaborik, Hebard, and Lum participated in this decision. The participating commissioners voted unanimously in open session to adopt the above conclusion and order on October 10, 2008.

DATED this 14th day of October, 2008.

PROFESSIONAL TEACHING  
PRACTICES COMMISSION

By:     Signed      
Linda Black, Chair

[This document has been modified to conform to technical standards for publication.]

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<sup>27</sup> See note 10, *supra*.