

**BEFORE THE ALASKA PROFESSIONAL TEACHING PRACTICES COMMISSION**

In the Matter of: )  
 )  
SAMANTHA HINTON )  
\_\_\_\_\_ )

OAH No. 22-0364-PTP  
Agency Case No. 22-12

**ORDER OF SUSPENSION**

**I. Introduction**

Samantha Hinton holds an Alaska Initial Teacher Certificate. She served as a music teacher in two Fairbanks North Star Borough School District elementary schools, Anderson and Crawford, during the 2020-21 and 2021-22 school years. During the second year, while teaching under a one-year contract covering the complete school year, she resigned her position during the first semester. After an investigation triggered by a complaint from the district, Executive Director Melody Mann filed an accusation alleging that Ms. Hinton violated her responsibility to honor a professional employment contract under 20 AAC 10.020(d)(15). The Executive Director requested a one-year suspension as a sanction.

The Professional Teaching Practices Commission heard the matter in a hearing of approximately ten hours’ duration on October 6, 2022. Both the Executive Director and Ms. Hinton were represented by counsel. 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. Hinton violated the Alaska Code of Ethics and Teaching Standards, and that, while some mitigating circumstances exist, her misconduct merits suspension of her teacher certificate for six months.

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<sup>1</sup> The documentary evidence consisted of the 115-page Agency Record (A.R.), which was admitted without objection at the hearing both in its complete, sequential form and as a set of lettered party exhibits batching smaller portions of the record. No documentary evidence was excluded at the hearing. Sworn testimony was taken from witnesses Teresa Lesage (principal at Crawford Elementary), Stacey [Stansel] Kennedy (former principal at Anderson Elementary), Ivory McDaniel (Executive Director of Human Resources for the district), Katherine LaPlaut (Assistant Superintendent), Melody Mann, H.C. (formerly a music teacher at Crawford), S.X. (formerly a PE teacher at Crawford and Anderson), Grier Hopkins (NEA Alaska), E.N. (support staff employee at Crawford), B.M. (third grade teacher at Crawford), and Ms. Hinton.

By prehearing order, the hearsay limitation in AS 44.62.460(d) was to apply if, but only if, a party contemporaneously identified the purported hearsay by objection and requested the limitation. In response to objections, a hearsay limitation was placed on a very small portion of the testimony in this hearing, related to minor details not addressed in or material to this decision.

## II. Facts

### A. Overall Background

Samantha Hinton received a music education degree in 2011 and earned a master's degree in instructional design in 2015. Prior to coming to Alaska, she taught for several years in the State of Washington. In July of 2020, she moved to Alaska to accept the job at issue in this case.<sup>2</sup>

In Alaska, Ms. Hinton holds an Initial Teacher Certificate with endorsements related to music. She is, by all accounts, a talented, conscientious, and effective teacher.<sup>3</sup>

During 2020, Ms. Hinton filled a position split between Crawford and Anderson, two small elementary schools located less than a mile apart on Eielson Air Force Base. This was the first full year affected by Covid, with remote learning at the beginning of the year, followed by a difficult and incomplete return to in-person instruction—circumstances that made it a challenging year. Ms. Hinton's relationship with her principals at the two schools was not ideal during this period, with tension regarding the lower priority given to music during the pandemic and regarding the broad Covid exposure associated with live teaching to nearly 20 different classes. Nonetheless, Ms. Hinton elected to sign up for a second year at Crawford and Anderson.

In August of 2021, Ms. Hinton signed a contract with the district for the 2021-22 school year.<sup>4</sup> The contract permitted a teacher to terminate employment upon 30 days' written notice, provided there was written assent of the other party. Otherwise, the teacher was obligated to complete the agreed term.

Ms. Hinton began the school year at Crawford and Anderson as agreed. On the afternoon of November 3, 2021, she submitted an email of resignation, with the resignations to be effective two days later unless certain conditions (to be discussed later in this decision) were met.<sup>5</sup> The district declined the conditions, and Ms. Hinton terminated her employment on November 5,

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<sup>2</sup> Paragraph sourced primarily from Hinton testimony.

<sup>3</sup> *See, e.g.*, A.R. 60-64.

<sup>4</sup> No paper copy of the contract is in the record. However, the content of the contract has never been in dispute, and the contract can be viewed in its entirety at 4:09:25 of the hearing video.

The contract was apparently part of a numbered exhibit set that counsel for the Executive Director referred to on occasion at the hearing. Regrettably, the Office of the Attorney General had never submitted this exhibit set to the tribunal. Apart from the contract, the numbered exhibit set seems to have been nothing more than a re-ordered duplicate of the Agency Record.

<sup>5</sup> A.R. 92.

2021. She did not resign to accept other employment, and she was not immediately employed. She eventually moved to another state.<sup>6</sup>

The district did not agree to the departure.<sup>7</sup> The district was not able to fill the music teacher position for the remainder of the year. It was covered by substitutes, although no certificated substitute was found until the second semester.<sup>8</sup> The position remained unfilled for the 2022-23 school year.<sup>9</sup>

The district filed a Code of Ethics and Teaching Standards complaint regarding the resignation on November 10, 2021.<sup>10</sup>

*B. Circumstances Leading to Ms. Hinton's Departure<sup>11</sup>*

For the fall of 2021, Ms. Hinton was placed in an experimental schedule whereby she taught week-on-week-off at each of the two schools. In one week, she would teach forty thirty-minute music classes at Crawford (four classes for each of ten groups of children); in the other week she would teach thirty-six thirty-minute classes at Anderson (four classes for each of nine groups of children). There was no passing time between classes and her preparation time, while above the district's 180 minute minimum per week, was concentrated in a single block on Friday afternoon. The schedule was sufficiently dense that it was necessary to arrange for a staff person to be sent to Ms. Hinton's class every day at 9:20 so that she could have a bathroom break.

Ms. Hinton agreed to the schedule, but soon found it unsatisfactory. The ten-day hiatus between clusters of classes created instructional difficulties for this educational level. The lack of passing or preparation time to make notes about the status of the many classes and students was also problematic. Beginning in September, Ms. Hinton proposed various solutions to her principals. These may or may not have been practical (they aligned with Ms. Hinton's experience prior to coming to Alaska, but may not have worked at Crawford/Anderson), but they were constructive efforts to engage. She also raised her concern both to the Assistant Superintendent responsible for music instruction and to Human Resources. No appreciable changes to the schedule were made. The commission finds that the district's communication was

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<sup>6</sup> Hinton testimony.

<sup>7</sup> This fact is undisputed. However, neither side offered a copy of the district's final letter closing out the employment relationship.

<sup>8</sup> Lesage testimony.

<sup>9</sup> In 2022-23, the position would be somewhat different, since Anderson and Crawford have now been consolidated.

<sup>10</sup> A.R. 93.

not ideal, leaving Ms. Hinton with the impression that her difficulties and proposals were not being taken seriously, and leaving her unsure of her path forward. In fact, however, her principal at Crawford and the Assistant Superintendent were discussing abandoning the experimental schedule at semester break.<sup>12</sup>

Ms. Hinton found operating under the experimental schedule stressful. The stress was severe enough that it seems to have contributed to or worsened a stomach complaint later diagnosed as an ulcer. She communicated the stress to management, but not the physical manifestations.

During this period, the two principals made a scheduling error, assigning Ms. Hinton to extra duty in a manner that did not comply with § 402 of the district’s Negotiated Agreement with the Fairbanks Education Association. Ms. Hinton addressed the issue through her union. The principals corrected the error as soon as it was pointed out to them, albeit without grace or apology. Ms. Hinton did not grieve the matter. The error was understandable and minor, and Ms. Hinton confirms that it did not cause her significant additional distress. For a period of weeks, however, it further constricted her time, and having to point it out created some awkwardness in her relationship with the principals.<sup>13</sup>

In late October of 2021, the Crawford principal proposed adding two more “encore” classes to Ms. Hinton’s schedule, bringing her weekly total at Crawford to 42. For Ms. Hinton this was something of a last straw, and it led her to make an impulsive decision to resign.

As has previously been mentioned, Ms. Hinton sent an email on the afternoon of November 3, 2021, resigning her position effective “November 5, 2021 unless one of the actions below can be met.”<sup>14</sup> The “actions below” were a transfer to another position, including a teacher’s aide position, or a “mutually agreeable separation of 30 days.”<sup>15</sup> As reasons for her resignation, Ms. Hinton cited lack of responsiveness to her schedule issues, difficult relations with the Crawford principal, and alleged retaliation for challenging the error in assigning her to extra duty.<sup>16</sup>

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<sup>11</sup> Unless otherwise stated, findings in this section are based on an overall impression gleaned from the Lesage, Kennedy (Stansel), and Hinton testimony.

<sup>12</sup> Lesage testimony.

<sup>13</sup> The commission finds that a third potential source of tension mentioned by counsel—Ms. Hinton’s room assignment—was unimportant to the events at issue.

<sup>14</sup> A.R. 92.

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

The district's approach to premature resignations, in many cases, is to counsel the teacher about the potential consequences and to permit the teacher to rescind the resignation. Ms. Hinton's two-day notice, however, did not leave much time for this process to play out, much less explore the terms of an amicable separation on thirty days' notice or at mid-year. The district rejected the proposals in the resignation email and processed the termination.<sup>17</sup> There was no exit interview.

The difficulty with Ms. Hinton's resignation, as will be explored more fully in the next section, is squaring it with Paragraph 9 of Ms. Hinton's employment contract, which reads:

This contract may be terminated by mutual consent of both parties upon thirty (30) calendar days written notice by either party and the written consent of the other party. If the Teacher fails to give written notice of intent to terminate or leaves the position following notice but without having written consent of the District, the Teacher has breached this contract and will be subject to disciplinary action and reporting to the Commissioner of Education and/or PTPC for possible action.<sup>18</sup>

Ms. Hinton was aware of this provision and of the potential that a noncompliant resignation might be reported for action against her certificate, but apparently did not believe the resignation—as she had formulated it—placed her in breach. Ms. Hinton had been discussing her potential resignation with her union representative, but his advice and cautions seem to have been incomplete. Above all, he advised her to do what was best for her. He reports that her resignation email followed all recommendations he had made at that point in time, but not other recommendations that he had “not yet sent.”<sup>19</sup>

A significant factor in Ms. Hinton's thinking was a conversation she had had with Assistant Superintendent LaPlaunt in September. Ms. Hinton had broached the idea that she might feel she had to resign. Ms. LaPlaunt's exact words are unknown, but she seems to have assured Ms. Hinton that if she resigned in a professional and civil manner it would be possible to remain in good standing with the district, and she seems to have implied that a district complaint to the PTPC could be avoided.<sup>20</sup>

Ms. LaPlaunt, who is the highest-ranking district official involved in this matter and who knew the overall situation quite well, appears to have viewed Ms. Hinton's situation with some

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<sup>17</sup> McDaniel testimony; A.R. 59. The evidence about the exact sequence of communications after the resignation is equivocal, but in some manner the resignation was accepted.

<sup>18</sup> Hearing video at 4:09:25 (see note 4, *supra*).

<sup>19</sup> Hopkins testimony.

<sup>20</sup> LaPlaunt, Hinton, and H.C. testimony.

sympathy. After the resignation, she told the Executive Director: “In my heart, I think she should not have her license taken away. She will learn from this.”<sup>21</sup>

### III. Analysis

#### A. *The Respondent’s Violation*

Members of the teaching profession are required to abide by the professional teaching standards adopted by this commission.<sup>22</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>23</sup>

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 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.

In this case, it is undisputed that Ms. Hinton failed to perform her contractual obligation to teach for the duration of the 2021-22 school year. It does not automatically follow that a person who fails to perform under a contract is in breach of that contract. There are a number of circumstances that can legally excuse a contracting party from performing. In essence, the phrase “unlawfully breach” in our regulation is a shorthand to capture the legal concept of an *unexcused* failure to perform. If the teacher’s failure to perform was legally excused, there can be no ethics violation.

The primary legal excuse that might excuse nonperformance by a teacher such as Ms. Hinton is the doctrine of prior breach: if one party has already materially breached the contract, the other does not have to continue to perform. As a legal matter, this excuse is an “affirmative defense”—that is, once the Executive Director established that Ms. Hinton had not performed one of the written terms of her contract, the burden shifted to her to prove her nonperformance was excused by a prior breach by the other side.<sup>24</sup>

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<sup>21</sup> A.R. 97.

<sup>22</sup> AS 14.20.480.

<sup>23</sup> AS 14.20.030(a)(4); AS 14.20.470(a)(3).

<sup>24</sup> See *Murray E. Gildersleeve Logging Co. v. Northern Timber Co.*, 670 P.2d 372, 375 (Alaska 1983); *Blackstone Medical, Inc. v. Phoenix Surgicals, L.L.C.*, 470 S.W.2d 636, 646 (Tex. App. 2015).

Prior breach is the framework in which we must examine the contention of Ms. Hinton’s counsel that her work conditions were so intolerable that she was justified in leaving. Here, the question is whether, by creating a hostile work environment<sup>25</sup> or otherwise treating Ms. Hinton in a fundamentally unfair way, the district violated the “implied covenant of good faith and fair dealing” that is part of every contract in Alaska.<sup>26</sup>

The commission appreciates that Ms. Hinton had a serious professional disagreement with her superiors, that her experimental schedule was working poorly for her and for the students, and that her relationship with her principals was frustrating. However, the evidence Ms. Hinton presented to the commission did not show treatment so fundamentally unfair that she had to leave her job at mid-semester. Indeed, by expressing a willingness to work out a thirty-day mutually consented separation, Ms. Hinton showed that she could have persevered in her position at least to the semester break. As a legal matter, it was Ms. Hinton’s burden to prove, not merely difficult conditions or potential errors by management, but pervasive or fundamentally unfair treatment sufficient to make her employment untenable. She did not do that.

At closing, Ms. Hinton’s counsel seemed to argue a different prior breach theory, suggesting that by violating § 402 of the union contract the district had committed a prior breach. Putting aside the fact that the § 402 violation had been cured and Ms. Hinton had accepted the cure, the most fundamental problem with this line of analysis is that it relates to the wrong contract. The union contract is a different contract with different parties. It has—built into it—a different set of remedies for breaches large and small. A lapse under one contract does not excuse performance under another.

Ms. Hinton’s counsel also relied on a separate contractual doctrine in closing argument, the doctrine of promissory estoppel. Under this doctrine, a person can sometimes enforce a promise made by another party, even if the promise was not part of a true contract, if the person

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<sup>25</sup> Although initially used by Ms. Hinton in describing her reasons for resigning, the phrase “hostile work environment” is not the most apt legal term to describe her claim. “Hostile work environment” is a concept used to describe conditions that are made intolerable for purposes of discriminating against or retaliating against an employee. *See, e.g., Haley ex rel. Phillips v. Doe Excavation, Inc.*, OAH No. 09-0372-HRC (Alaska State Commission for Human Rights 2011) (published at <http://aws.state.ak.us/officeofadminhearings/documents/hrc/hrc090372.pdf>). Ms. Hinton’s counsel conceded in argument that her case is not technically a hostile work environment case.

<sup>26</sup> *See Guin v. Ha*, 591 P.2d 1281, 1291 (Alaska 1979).

foreseeably acted in reliance on that promise.<sup>27</sup> Counsel’s theory is that Assistant Superintendent LaPlaut promised Ms. Hinton that the district would not make a complaint to the PTPC if Ms. Hinton resigned in a peaceful and professional manner, that Ms. Hinton foreseeably relied on that promise when she resigned, and that hence the promise should be enforced. Two obstacles prevent this theory from being a viable way to analyze this case. First, as a matter of fact, it has not been established that Ms. LaPlaut made a promise. Her assurance was a vague one: at most she suggested that a resignation meeting unspecified standards of professionalism could avoid an ethics complaint by the district. Second, Ms. LaPlaut and the PTPC are distinct. The PTPC and its staff made no promise, and someone else’s assurance about the PTPC process cannot be enforced against the commission. The commission has independent authority to investigate and discipline certificated teachers, with or without a complaint from a district.<sup>28</sup>

The commission finds that Ms. Hinton’s resignation on two days’ notice was an unexcused nonperformance of her employment contract. It placed her in “unlawful breach” of that contract in violation of the Code of Ethics and Teaching Standards. The commission further finds that it is not estopped to impose consequences for that breach.

*B. Appropriate Sanction*

The commission may, but is not required to, impose discipline on a teacher whom it finds to have violated the Code of Ethics and Teaching Standards.<sup>29</sup> Depending on the severity of the violation and the surrounding circumstances, disciplinary responses can include a warning, reprimand, suspension, or revocation.<sup>30</sup>

In deciding whether to impose a sanction and selecting an appropriate sanction, we look first to our prior handling of similar cases.<sup>31</sup> 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, frequently publicized in our newsletters to members of the profession, to impose a one-year suspension.

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<sup>27</sup> See, e.g., *Ross v. State, Dep’t of Revenue*, 292 P.3d 906, 915 (Alaska 2013).

<sup>28</sup> See 20 AAC 10.200(b).

<sup>29</sup> AS 14.20.030(a).

<sup>30</sup> See AS 14.20.470(a)(3) & (4).

<sup>31</sup> Neither counsel gave any attention to these cases in pre- or post-hearing arguments. Most can be found here: <https://aws.state.ak.us/OAH/Category/Item?cat=114>. Others can be found by inquiry to the PTPC staff.



For example, in the case of *In re Dunbar*,<sup>32</sup> decided after a full hearing in 2008, we imposed such

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<sup>32</sup> PTPC Case No. 08-60, OAH No. 08-0375-PTP (Order of Suspension, Oct. 14, 2008).

a suspension on a teacher who violated a year-long contract by leaving unilaterally in February to accompany her husband to a new job, causing substantial disruption and even the withdrawal of two students from the school. And in *In re Orsolits*,<sup>33</sup> again after a full hearing, we imposed the same sanction on a teacher who was not completely frank with us about her reasons for resigning and who bore part of the blame for creating a difficult work situation. In several cases where no hearing was sought, we have approved the same sanction: examples include *In re Kelly*<sup>34</sup> (departure at Christmas break for “personal reasons”) and *In re Liss*<sup>35</sup> (departure in November for “job dissatisfaction”).

We have increased this sanction when there are strong aggravating factors, imposing a revocation on a teacher who breached his contract in a dishonest way.<sup>36</sup> Conversely, we have reduced this sanction when there are significant mitigating factors. In 2011, after a hearing, we imposed only a 7½-month suspension on a teacher who left early in violation of a contract, but who did so to serve many of the same students in a new capacity, who aided the transition to a replacement teacher, and who had a genuine and reasonable (but erroneous) belief that his contract had already expired.<sup>37</sup>

In Ms. Hinton’s case, discipline is certainly appropriate. All commissioners were deeply troubled by the unprofessional manner in which Ms. Hinton resigned. By giving what amounted to an ultimatum—indicating she would depart in two days *unless* the district would meet her demand for a thirty-day mutual termination or a transfer to another job—she acted inappropriately. When the ultimatum did not work, she had locked herself into a timeline of departure that was certain to be abrupt and disruptive. Although we may still have felt some discipline was warranted, we would have been more sympathetic to her departure had she, for example, stated that she intended to resign in thirty days or at semester break, and asked the district to concur in the termination or work with her on moving to a different job.

We recognize, however, that Ms. Hinton genuinely, if misguidedly, seems to have thought that her resignation was more of an olive branch than an ultimatum. We are persuaded that she acted impulsively but with the belief that this kind of tactic would cause the district to

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<sup>33</sup> PTPC Case No. 17-22, OAH No. 17-0556-PTP (Order of Suspension, March 20, 2018).

<sup>34</sup> PTPC Case No. 08-36 (Decision and Order, May 5, 2008).

<sup>35</sup> PTPC Case No. 08-29 (Decision and Order, Jan. 17, 2008).

<sup>36</sup> See *In re Weems*, PTPC Case No. 02-80, OAH Case No. 07-0639-PTP (Order of Reinstatement, Jan. 28, 2008) (reinstating the same teacher four years later; describing prior revocation).

<sup>37</sup> *In re Day*, PTPC Case No. 11-32, OAH No. 11-0068-PTP (Order of Suspension, April 22, 2011).

open a meaningful dialogue with her. She seems to have been naïve regarding the time needed to consummate this kind of discussion.

Prior to the resignation, Ms. Hinton’s handling of her situation was quite professional. She agreed to try an experimental schedule suggested by her management, but was prompt in reporting its failure when problems became apparent. Over a period of six weeks, she raised her issues articulately at every level and presented serious proposals to address the problems. We can think of no avenue—the two principals, the Assistant Superintendent, the union, Human Resources—that she did not constructively and politely attempt to utilize. We find that she was not unreasonable in feeling that her concerns were not being taken seriously, because the district did not do a good job of communicating to her that they were. Moreover, we find that it was not unreasonable for her to surmise—based on the graceless and grudging response—that going to the union and pointing out the violation of § 402 of the union contract had simply made the district less receptive to her main concerns. Finally, we are influenced by the judgment of the Assistant Superintendent who, with familiarity with the whole situation and the personalities involved, felt “in [her] heart” that Ms. Hinton should be able to continue to teach.

Broadly, we feel that this unfortunate separation needs to be viewed against a wider background. The impasse between Ms. Hinton and the district grew out of inattention and poor communication. We do not mean this as a sharp criticism of the district—the struggle to recover from the pandemic year, and its difficult demands on everyone in the profession (not just Ms. Hinton) surely contributed to the failure to recognize a spiral of misunderstandings. Like Assistant Superintendent LaPlaunt, we do not excuse Ms. Hinton’s conduct, but we find there to be a significant array of mitigating circumstances.

Relatedly, in the context of this case we have applied the breach of contract portion of the Code of Ethics in light of the Covid pandemic’s impacts on public education. As we have stated repeatedly, we expect educators to communicate with their employing school districts if and when they have a substantial reason to leave employment in the middle of school year, and we expect school districts, when given reasonable notice, to give serious consideration to educator-initiated termination of contracts for legitimate reasons. Our Contractual Obligations Policy encourages school districts to develop a clear process that educators can navigate to resolve such situations in a mutually agreeable manner.<sup>38</sup>

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<sup>38</sup> The policy is found at <https://education.alaska.gov/ptpc/docs/CONTRACT%20OBLIGATIONS.pdf>.

After extensive deliberation, we feel the appropriate suspension in this context is half our standard sanction, or six months. We feel that Ms. Hinton has effectively served a self-imposed suspension as a consequence of her impulsive resignation, and that the formal sanction we impose should not block Ms. Hinton from teaching opportunities going forward. Accordingly, the suspension we impose below will run from the date of her separation, November 6, 2021, rather than from the effective date of this decision.

#### **IV. Conclusion and Order**

The commission finds that Samantha Hinton 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 violations, the commission suspends Ms. Hinton's Initial Teacher Certificate for a period of six months, with the period of suspension to commence retroactively on November 6, 2021 and to continue through May 5, 2022.

Commissioners Bergey, Burgess, Carlson, Melkerson, Peterson, Reid, Riddle, Stafford, and Wheelles participated in this hearing and decision. The commissioners voted unanimously in open session to adopt the suspension set out above on October 7, 2022. This written Order of Suspension has been drafted to reflect the commissioners' findings and reasoning, and has been approved by all participating commissioners.

This decision becomes effective as provided in Alaska Statute 44.62.520. Reconsideration and appeal rights will be communicated in the accompanying distribution notice.

DATED this 28th day of October, 2022.

PROFESSIONAL TEACHING  
PRACTICES COMMISSION

By: Signed \_\_\_\_\_  
Lem Wheelles, Chair

[This document has been modified to conform to the technical standards for publication. Names may have been changed to protect privacy.]