

In Shoffeitt v. Lumpkin Cnty. Bd. of Educ., Case No. 1975-12 (St. Bd. of Ed., 1975), the State Board of Education held that a bus driver who had a contract for a definite term was eligible for a hearing under the provisions of the Fair Dismissal Law. In Shoffeitt, the bus driver had a contract that provided that the driver “has accepted employment for the school term ...during the 1975-1976 school year.....“ In the instant case, however, the record indicates that Appellant did not have a contract for a definite term.

If an employee is not under contract for a definite term, then the provisions of O.C.G.A. § 20-2-940 do not apply; if a hearing is conducted by a local board of education, it is conducted under the provisions of O.C.G.A. § 20-2-1160. See, e.g., Henderson. et al. v. Fulton Cnty. Bd. of Educ., Case No. 1976-17 (St. Bd. of Ed., 1977). Under O.C.G.A. § 20-2-1160, the State Board of Education can only hear appeals from decisions made by local boards of education on matters involving the construction or administration of school law. A hearing conducted under the provisions of O.C.G.A. § 20-2-1160 concerning the dismissal of an employee who is not under contract for a definite term does not involve the construction or administration of school law. See, Henderson, supra. The State Board of Education, therefore, does not have jurisdiction to review such an appeal, and this appeal must be dismissed. See, Harrison v. Chattooga Cnty. Bd. of Educ., Case No. 1976-7 (St. Bd. of Ed., 1976). Accordingly, it is, therefore, ordered that this appeal is hereby

DISMISSED.

This 12th day of April, 1990.

Mr. Bobby Carrell was not present.

Larry A. Foster
Vice Chairman For Appeals