STATE BOARD OF EDUCATION

STATE OF GEORGIA

KATIE RUTH ADKISSON,

:

Appellant,:

: CASE NO. 1990-4

V. :

: DECISION

WALTON COUNTY

BOARD OF EDUCATION,

:

Appellee. :

This is an appeal by Katie Ruth Adkisson ("Appellant") from a decision by the Walton County Board of Education ("Local Board") to dismiss her from her position as a bus driver. Appellant claims that the Local Board did not have any legal basis for her termination. The appeal is dismissed because the State Board of Education lacks jurisdiction to consider it.

Appellant was employed by the Local Board for nine years as a bus driver. Bus drivers are employed by the Local Board as non-professional personnel who work under contracts without a definite term.

On December 5, 1989, the Local Board conducted a hearing to consider the Local Superintendent's recommendation to terminate Appellant's contract as a bus driver. At the conclusion of the hearing, the Local Board voted to terminate Appellant's contract. Appellant then appealed to the State Board of Education.

Appellant claims that there were no grounds for her dismissal and requests reversal of the Local Board's decision. The Local Board has responded by pointing out that Appellant was a non—professional person and thus did not have the protection of O.C.G.A. § 20-2-940. In addition, the Local Board policy provides that the contract of a nonprofessional person can be terminated at will by either party, without cause, notice, or hearing.

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