

STATE BOARD OF EDUCATION

STATE OF GEORGIA

THOMASENIA WOODBERRY,	:	
Appellant,	:	
v.	:	CASE NO. 1981-41
HANCOCK COUNTY BOARD OF EDUCATION,	:	
Appellee.	:	

O R D E R

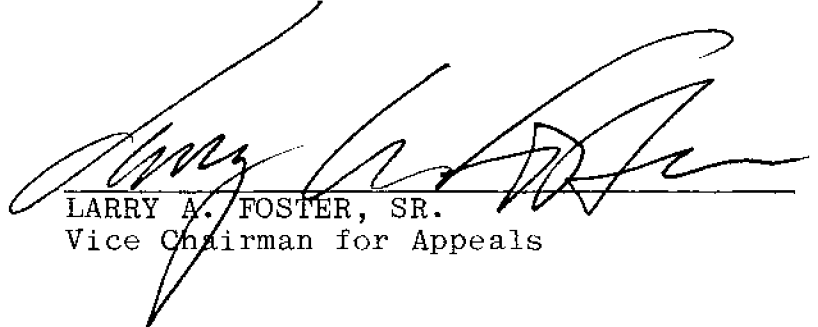
THE STATE BOARD OF EDUCATION, after due consideration of the record submitted herein and the report of the Hearing Officer, a copy of which is attached hereto, and after a vote in open meeting,

DETERMINES AND ORDERS, that the Findings of Fact and Conclusions of Law of the Hearing Officer are made the Findings of Fact and Conclusions of Law of the State Board of Education and by reference are incorporated herein, and

DETERMINES AND ORDERS, that the appeal is hereby dismissed because it was not timely filed under the provisions of the Fair Dismissal Law.

Messrs. Smith, Temples and Lathem were not present.

This 11th day of February, 1982.



LARRY A. FOSTER, SR.
Vice Chairman for Appeals

Appellant did not request a hearing or a list of reasons why her contract was not being renewed until August 20, 1981. On September 22, 1981, the Local Board voted not to grant Appellant a hearing because the request for a hearing was not timely. An appeal to the State Board of Education was filed on September 28, 1981.

Ga. Code Ann. §32-2102(c) provides that if the contract of a teacher will not be renewed then:

". . . written notification of such intention shall be given to the teacher. . . by not later than April 15 prior to the ensuing school year."

Similarly, Ga. Code Ann. §32-2103(c) provides that if the contract of a teacher who has been employed for three (3) or more successive school years by the same board of education will not be renewed then:

". . .written notification of such tentative decision shall be given to such teacher. . . not later than April 15 prior to the ensuing school year, and any such teacher. . . so notified shall have the right to request the local school superintendent or local board of education, in writing, by not later than May 1, thereafter, to furnish such teacher. . . a written statement of the reasons on which the nonrenewal of the contract was based. . . in accordance with the provisions relating to notice as set out herein in subsection (b) of §32-2101(c)."

It is clear from the statute that even if a teacher has been employed for more than three (3) years, it is necessary for the teacher to request in writing a statement of the reasons why a contract will not be renewed. In the instant

case, Appellant did not request either a hearing or a statement of reasons before May 1, 1981. She has, therefore, waived any rights to have a hearing and the Local Board properly decided not to grant her a hearing based upon her written application on August 20, 1981.

Appellant maintains that the notice given on April 13, 1981 was insufficient and shows on its face that it was not a tentative decision. It has, however, previously been held that even when the notice of non-renewal is couched in terms which indicate finality of a decision rather than a tentative decision, the notice is sufficient. See, Owens v. Long County Bd. of Ed., 245 Ga. 647, 257 S.E. 2d 212 (1980). The Hearing Officer, therefore, concludes that the notice to Appellant was sufficient.

Ga. Code Ann. §32-910 provides that:

"Any party aggrieved by a decision of the local board of education rendered on a contested issue after a hearing shall have the right to appeal therefrom to the State Board of Education" (emphasis added).

Based upon this language, the Local Board has moved to dismiss the appeal on the grounds a hearing was not held on the matter. The State Board of Education, therefore, does not have jurisdiction. The Hearing Officer concludes that the Local Board properly denied a hearing and that in the absence of such a hearing, the State Board of Education is without jurisdiction to make a decision in this matter.

Based upon the foregoing, the Hearing Officer recommends that the appeal be dismissed.

L. O. Buckland

L.O. BUCKLAND
Hearing Officer