

1980 WL 121089 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

March 11, 1980

*1 Mr. Kenneth L. Childs
Thompson, Mann & Hutson
Post Office Box 12206
Columbia, South Carolina 29211

Dear Ken:

As attorney for Richland County School District One School Board, you have requested an opinion of this Office as to the meaning of the following portion of [§ 59-25-430 of the Code of Laws of South Carolina \(1976\)](#), as amended:

Notwithstanding the provisions of § 59-25-450, when any teacher is charged with a violation of the law of this state or the United States which upon conviction may lead to, or be cited as a reason for, dismissal, such teacher may be suspended pending resolution of the charges and receive his usual compensation during the suspension period, such compensation not to exceed the term of his teaching contract. [Emphasis added].

Specifically, you have asked whether the underlined portion of this statute prohibits compensation under a contract made for another year of teaching which was entered prior to the teacher's suspension under [§ 59-25-430](#) and before the end of the then current school year.

On April 15, 1978, a Richland County School District One teacher signed a contract to teach in that district during the 1978-79 school year. On April 29, 1978, that teacher was charged with the commission of two crimes and, after school officials learned of the charge, the teacher was suspended on May 12, 1978. The charges were dismissed in December 1979, and the employee was immediately reinstated. Although he had been paid for the remainder of the 1977-1978 school year, he was not paid for the 1978-79 school year. The teacher now seeks compensation for that year.

[Sections 59-25-410](#) and [59-25-420 of the Code](#) require school districts to notify their teachers of their employment for the ensuing year by April 15 of each year and require the teachers to accept the contracts by April 25. These sections make clear that many teachers will be employed for another year of teaching before they have finished their current terms.

[Section 59-25-430](#) does not distinguish between contracts under which a teacher is currently teaching and contracts under which a teacher will teach in the future. Because it does not do so, the phrase 'term of his teaching contract' should be read with reference to [§§ 59-25-410](#) and [59-25-420](#) so as to apply to the entire period for which a teacher is contractually employed. Thus the only prohibition on compensation is for a term not covered by a valid contract.

This opinion is confined to an interpretation of the prohibition contained in [§ 59-25-430](#). It makes no determination as to whether the instant contract is valid and, if so, whether [§ 59-25-430](#) would require the district to compensate the teacher for the term of the contract. If you have further questions, please do not hesitate to contact me.

Yours very truly,

J. Emory Smith, Jr.
State Attorney

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