

1976 S.C. Op. Atty. Gen. 54 (S.C.A.G.), 1976 S.C. Op. Atty. Gen. No. 4251, 1976 WL 22871

Office of the Attorney General

State of South Carolina

Opinion No. 4251

February 7, 1976

\*1 Failing to renew a public school teacher's contract for the ensuing school year, without giving the teacher any notice or opportunity to be heard, violates Code Section 21-361, et seq.,

TO: Dr. Michael Simmons  
Superintendent  
Dillon County School District No. 2

QUESTION PRESENTED:

Can a school district board of trustees decide not to renew a teaching contract without providing the teacher notice and an opportunity to be heard?

STATUTES, CASES, ETC:

Code of Laws of South Carolina, 1962, as amended, Section 21-361, et seq.,

DISCUSSION OF ISSUES:

South Carolina Code of Laws, 1962, as amended, Section 21-362, provides:

Any teacher, receiving a notice that he will not be re-employed for the ensuing year, shall have the same notice and opportunity for a hearing provided in subsequent sections for teachers dismissed for cause during the school year.

Code Sections 21-366 and 367 set up the procedures to provide the teacher with notice and an opportunity to be heard. Section 21-367 requires that the board of trustees shall affirm or withdraw the original decision only after the teacher fails to request a hearing, or after a hearing has been held.

The inescapable meaning of these Code Sections is to require an opportunity for notice and hearing before a binding decision is made not to rehire a school teacher for the next school year.

CONCLUSION:

A binding decision not to renew a contract, made without any notice for opportunity to be heard, violates Code Section 21-361, et seq.

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