

1979 WL 43083 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

June 26, 1979

***1 RE: Requested Opinion Concerning Richland County School District Number One Teaching Contracts**

Honorable Kay Patterson
6815 Gavilan Avenue
Columbia, South Carolina 29203

Dear Mr. Patterson:

You have posed several questions concerning teacher contracts of Richland County School District Number One. First, you have asked at what point in time does a contract for certified personnel employed by the District become binding upon the parties thereto?

[Section 59-25-410, Code of Laws of South Carolina](#), 1976, as amended, states generally that on or before April 15, of each year the School Board of Trustees shall notify teachers who are already employed by the District concerning their employment for the following year. [Section 59-25-420, Code of Laws of South Carolina](#), 1976, generally provides that once such notice has been issued, teachers receiving contracts are obligated to notify the District Board of their acceptance no later than April 25. Alternatively, [Section 59-25-410](#) also provides that if such notice is not issued to a currently employed teacher, that teacher shall be deemed to be reemployed for the ensuing year. Further, the statute provides that in such a case (non-notification of re-employment), ‘. . . the Board shall issue a contract . . . as though the Board had reemployed such teacher in the usual manner.’

As a matter of general contract law, a contract becomes binding when there has been an offer, an acceptance, and a meeting of the minds of the parties involved. [Hughes v. Edwards](#), 265 SC 529, 220 SE 2d 231 (1975). Therefore, if the procedures outlined in [Sections 59-25-410](#) and [59-25-420](#) are followed, a contract between the District and an individual teacher already in the employ of the District is binding when:

(a) A contract has been issued on or before April 15, and the teacher has accepted such contract by April 25; or

(b) No notice has been given and re-employment is automatic, and the date of acceptance is deemed to be April 25, requiring no written acceptance by the teacher. Neither of these methods apply to any teacher whose contract of employment or dismissal is under appeal pursuant to [Section 59-25-450](#).

In the past, South Carolina law required, that even though no notice was given of continuing employment, that the teacher was under an obligation to give notice of his acceptance within fourteen (14) days. See Act No. 359, [Acts and Joint Resolutions of South Carolina](#), 1937, and 1940-41, Op. Attn. Gen., p. 263. This requirement, however, is no longer expressed in the South Carolina School Code. In an unpublished Opinion of this office, dated July 11, 1978, [Section 59-25-410](#), as amended, was construed as follows, stating, ‘Failure to notify a teacher of such status will result in the teacher automatically being reemployed for the next school year.’ The State of Georgia has a similar statute to that of South Carolina's concerning teacher employment, and the same result in regard to automatic re-employment, absent notice, was reached in the case of [Armistead v. Cherokee County School District](#), 144 Ga. App. 178, 241 SE 2d 19 (1977).

***2** Secondly, you have asked whether the terms of a teaching contract locks in the pay to be received from a ‘local salary schedule’ at the time such teaching contract is entered into? Any teaching contract entered into between a political

subdivision of the State of South Carolina and a teacher contemplates the effect of applicable state statutes and such statutes automatically become a part of the contract. 1955-56, Op. Attn. Gen., p. 262. Thus, if a change in a local salary schedule is made after a valid contract is entered into between a School District and a teacher, providing for payment from local, state or federal allotments, the teacher's salary must reflect this change, assuming the new salary schedule was intended to be effective during the existence of the teaching contract.

Finally, you have asked what 'open' or 'unfinished' salary terms may be determined by the School Districts subsequent to the execution of a teaching contract. Along with your opinion request letter, you enclosed a copy of a sample 'Contract for Certified Personnel' used by Richland County School District Number One. A perusal of the sample contract indicates that the School District expressly incorporates into said contract the laws of South Carolina and the administrative rules and regulations of the School District. Further, the contract expressly contemplates the incorporation of local, state, or federal allotments as determining the proper salary in consideration of the professional services rendered by the teacher. The sample contract would not seem to contemplate any other 'open' or 'unfinished' salary terms.

With kind regards,

Sincerely,

Paul S. League
Assistant Attorney General

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