



O.C.G.A. § 20-2-942(b) provides, in part:

(1) A teacher who accepts a school year contract for the fourth consecutive school year from the same local board of education may be demoted or the teacher's contract may not be renewed only for those reasons set forth in subsection (a) of Code Section 20-2-940....

(2) ....A teacher who has the right to these procedures must serve written notice on the superintendent of the local board employing the teacher within 20 days of the day the notice of the intended action is served that he or she requests a hearing....Within 14 days of service of the request [for a hearing and for a statement of charges], the local board must furnish the teacher a notice that complies with the requirements of subsection (b) of Code Section 20-2-940.”

O.C.G.A. § 20-2-940, in turn, provides that the school system has to provide a teacher with a statement of the reasons for dismissal and a list of the known witnesses, commonly referred to as a “charge letter”. Additionally, O.C.G.A. § 20-2-940(c) provides, in part:

c) Service. ... All notices required by this part relating to ... nonrenewal of contract ... shall be served by certified mail or statutory overnight delivery. Service shall be deemed to be perfected when the notice is deposited in the United States mail addressed to the last known address of the addressee with sufficient postage affixed to the envelope.”

O.C.G.A. § 20-2-940(c).

In *Byrd v. Taylor Cnty. Bd. of Educ.*, Case No. 1983-24 (Ga. SBE, Nov. 10, 1983), the State Board of Education held that “the fourteen day time requirement imposed on the local board to present a list of charges is ... mandatory, and if the local board does not present the list of charges within the period, then the teacher’s contract is deemed to be renewed.” Likewise, in *Peddle v. Cobb Cnty. Bd. of Educ.*, Case No. 1985-31 (Ga. SBE, Nov. 14, 1985), *aff’d*, *Cobb Cnty. Bd. of Educ. V. Peddle*, Civil Action No. 86010093-05 (Cobb Superior Ct., Apr. 29, 1986), the State Board of Education stated:

“[A] local board is required to provide a teacher with the proper notice within the statutory fourteen (14) days after receiving a request for such charges. If a local board fails to provide the required notice within fourteen (14) days, then the nonrenewal (or failure to recommend renewal) is ineffective and a teacher’s contract is considered to be renewed as if a notice of nonrenewal had not been issued prior to April 15.”

---

13 (Ga. SBE, May 13, 1999); *Boone v. Atlanta Bd. of Educ.*, Case No. 2003-29 (Sep. 11, 2003), and *Wolf v. Fulton Cnty. Bd. of Educ.*, Case No. 2005-10 (Ga. SBE, Nov. 10, 2004).

In affirming the State Board of Education's decision in *Peddle*, the Superior Court made a lengthy analysis of the statutory language and the reasons therefor, and concluded that

the failure of the [local board] to furnish the [teacher] with a notice in compliance with O.C.G.A. § 20-2-940(b) within fourteen days of her request therefor was in violation of the mandatory deadline specified in O.C.G.A. § 20-2-940(b)(2), and the furnishing of this notice after the expiration of the prescribed period of time was ineffective, resulting in the dismissal of the proposed nonrenewal and the automatic renewal of the Appellee's contract of employment for the [subsequent] school year.

Opinion, pp. 12-13. (emphasis added).

In the instant case, the Local Board argues that the language by the State Board of Education in *Peddle* that a "local board is required to provide a teacher with the proper notice within the statutory fourteen (14) days after receiving a request for such charges" establishes that the fourteen day period does not start running until the request for charges is received by the Local Superintendent. This same argument was made in *Wolf v. Fulton Cnty. Bd. of Educ.*, Case No. 2005-10 (Ga. SBE, Nov. 10, 2004) where the request was made on April 9, 2004, and the charge letter was issued on April 26, 2004, which was 17 days after the request was mailed but only 14 days after the request was received by the Local Superintendent. The State Board of Education, nevertheless, concluded that the teacher's contract was renewed automatically as a matter of law.

The *Wolf* case mentions that dictum in *Peddle* addressed possible extenuating circumstances that might cause the 14-day rule not to apply, but found that there were no extenuating circumstances. The "extenuating circumstances" language contained in the State Board of Education's *Peddle* decision was in reference to the situation where a local board does not receive the request, which was the situation that later prevailed in *Browning v. Atlanta Bd. of Educ.*, Case No. 1999-13 (Ga. SBE, May 13, 1999), where the State Board of Education held that the 14-day rule did not apply when the local board did not receive the request mailed by the teacher, observing that "local boards of education should not suffer any consequences when their failure to act results from the action or inaction of a third party."<sup>2</sup>

In the instant case, the Local Board argues that there were extenuating circumstances because the witness list was so long, 36 witnesses had to be interviewed, documents had to be procured, and a 30-page charge letter had to be drafted, all of which took additional time. The Local Board, however, had direct control over each of these issues. With the "any evidence" rule in effect, the testimony of one witness can be sufficient to uphold the dismissal or nonrenewal of a teacher. There was no requirement placed on the Local Board to interview 36 witnesses or to prepare a 30-page charge letter. For these reasons, the State Board of Education concludes that

---

<sup>2</sup> The Court's decision in *Cobb Cnty. Bd. of Educ. v. Peddle*, Civil Action No. 86010093-05 (Cobb Superior Ct., Apr. 29, 1986) provides that the statement of charges has to be issued within 14 days after the request is made. It does not provide for any extenuating circumstances. Superior Court decisions, however, are not published and are not generally known.

there were no extenuating circumstances that would permit the Local Board to issue its charge letter more than 14 days after Appellant mailed his request for charges and a hearing.

Based upon the foregoing and a review of the record, it is the opinion of the State Board of Education that Appellant's contract was automatically renewed for the 2010-2011 school year because the Local Board failed to provide him with a list of charges within 14 days after he mailed his request for charges. Accordingly, the Local Board's decision is **REVERSED**.

This \_\_\_\_\_ day of March 2011.

---

MARY SUE MURRAY  
VICE CHAIR FOR APPEALS