

GAE Legal Services Georgia Educator Employment Contracts

Summarized below are Georgia legal references to provide you with a quick and easy guide for questions commonly asked about your employment contract. This is not intended to be an exhaustive explanation of the law.

If you are employed with a Strategic Waiver School System, you should consult the list of waivers to determine if your school board has waived these rights. Many SWSS have not waived these rights but it is important to check. Here is the link to the Strategic Waiver School System agreements and waiver lists: <http://www.gadoe.org/External-Affairs-and-Policy/Policy/Pages/IE2.aspx>.

If you are employed with a Charter School System then your board of education waived the statutory rights under the Title 20, Georgia's education law and your rights are governed by local school board policy. This is the link to the charter system agreements: <http://www.gadoe.org/External-Affairs-and-Policy/Charter-Schools/Pages/Approved-Charter-Systems.aspx>.

If you are employed with a Traditional School System – congratulations! - your statutory contract rights remain intact.

If you are confronted with a particular problem, you should consult with appropriate GAE UniServ Director or GAE legal counsel. Again, the references below may or may not apply to your school system depending on where you are employed.

- GAE funded litigation established that teacher contracts have a six-year statute of limitations. *Musocgee County Board of Education v. Boisvert, 196 Ga. App. 537, 396 S.E.2d 303 (1990)*. Thankfully, school districts cannot waive Court decisions.
- Teachers, principals, and other certificated professionals are entitled to written contracts. OCGA 20-2-211. Of course, always read your contract before signing it.
- An educator must obtain the approval from the superintendent in order to be released from a contract. You should refer to the contract provision for specific terms and conditions. Should an educator leave

the school system without obtaining a release, the Professional Standards Commission may suspend their certificate for 90 days for “breach of contract.” Code of Ethics, Standard 9.

<https://www.gapsc.com/Rules/Current/Ethics/505-6-.01.pdf>

Unsurprisingly, your school district cannot waive the Code of Ethics.

- Effective January 1, 2018 the PSC adopted Internal Guidance criteria that provide minimum guidelines to determine “no probable cause” in “breach of contract” complaints.
- For the complete list of the Internal Guidelines click here [https://www.gapsc.com/Ethics/Downloads/Breach of Contract Guidelines-January2018.docx](https://www.gapsc.com/Ethics/Downloads/Breach_of_Contract_Guidelines-January2018.docx) GAE advocated for the Internal Guidelines to be included into the Code of Ethics for the convenience of notifying the education community of your rights.
- Georgia law provides that a letter of intent is not a legally binding contract. OCGA 20-2-211 (b). Note that the statute does not provide a date or timeline as to when letters of intent must be presented to employees.
- Georgia law requires that contracts shall be complete in all terms and conditions, including the amount of compensation to be paid during the ensuing school year. OCGA 20-2-211 (b). The statute does not require contracts to state the specific position or school location.
- Unless the law has been waived, employees have a statutory minimum 10-day period to review their contracts. OCGA 20-2-942 (b). The ten-day period is by default measured as ten calendar days, unless otherwise determined by local board policy as business days.
- School systems must offer written contracts for the following school year by May 15 of the current school year. OCGA 20-2-211 (b).
- If an educator does not receive a written notice of non-renewal by May 15, then the contract is automatically renewed for the following school year, UNLESS the educator notifies the local board of education in writing not later than June 1 of their intent not to accept employment for the following school year. OCGA 20-2-211 (b).

- A local superintendent must provide written notice of non-renewal postmarked by May 15 if he or she will not be recommending the educator for employment for the following school year. OCGA 20-2-211 (b).
- The law also requires superintendents to provide any teacher whose contract was not renewed, upon written request, a written explanation for failure to renew their contract. OCGA 20-2-211 (b).
- Educators who have acquired Fair Dismissal due process rights, the notice of non-renewal must be delivered by certified mail, it must inform the educator of the local board's intention not to renew the contract, it must contain a conspicuous statement of the educator's due process rights, and it must be signed by the superintendent. By law, the educator must respond within 20 days after the notice was mailed to request a nonrenewal hearing. OCGA 20-2-940 and 20-2-942.

It's strongly recommended that you keep the original certified mail envelope with the postmark date. Attorneys will want to have this document for the file, and it may become critical evidence.

- All teachers, regardless of whether they have acquired due process rights to a nonrenewal or demotion hearing, have a right to hearing for termination or suspension. OCGA 20-2-940.

GAE Legal Services Fights Back!

As mentioned above, many of your contract rights may have been waived by your local board of education. That is why NEA/GAE lawyers have filed several lawsuits seeking reinstatement of your due process rights guaranteed under Georgia's constitution. GAE will keep you updated on the progress of these suits.

Local Associations Fight Back!

The lawsuits are not able to address or reinstate your contract rights, if waived, or other important professional rights such as duty-free lunch, class size, certification requirements, and the state salary schedule. These rights can be won back through political organizing activities through your local association. Demand that your school board adopt local policies to re-

establish critical rights that have been waived. GAE is there to support and assist your local organizing activities.