

Senate Bill 153

By: Senators Rogers of the 21st and Hill of the 32nd

AS PASSED

A BILL TO BE ENTITLED
AN ACT

To amend Chapter 2 of Title 20 of the Official Code of Georgia Annotated, relating to elementary and secondary education, so as to revise certain provisions relating to termination or suspension of a contract of employment; to provide certain requirements for furlough days; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Chapter 2 of Title 20 of the Official Code of Georgia Annotated, relating to elementary and secondary education, is amended by revising Code Section 20-2-940, relating to grounds and procedure for terminating or suspending contract of employment, as follows:

"20-2-940.

(a) **Grounds for termination or suspension.** Except as otherwise provided in this subsection, the contract of employment of a teacher, ~~principal~~ administrator, or other employee having a contract for a definite term may be terminated or suspended for the following reasons:

(1) Incompetency;

(2) Insubordination;

(3) Willful neglect of duties;

(4) Immorality;

(5) Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy or rule of the local board of education;

(6) To reduce staff due to loss of students or cancellation of programs and due to no fault or performance issue of the teacher, administrator, or other employee. In the event that a teacher, administrator, or other employee is terminated or suspended pursuant to this paragraph, the local unit of administration shall specify in writing to such teacher, administrator, or other employee that the termination or suspension is due to no fault or performance issues of such teacher, administrator, or other employee;

(7) Failure to secure and maintain necessary educational training; or

(8) Any other good and sufficient cause.

A teacher, ~~principal~~ administrator, or other employee having a contract of employment for a definite term shall not have such contract terminated or suspended for refusal to alter a grade or grade report if the request to alter a grade or grade report was made without good and sufficient cause.

(b) **Notice.** Before the discharge or suspension of a teacher, ~~principal~~ administrator, or other employee having a contract of employment for a definite term, written notice of the charges shall be given at least ten days before the date set for hearing and shall state:

(1) The cause or causes for his or her discharge, suspension, or demotion in sufficient detail to enable him or her fairly to show any error that may exist therein;

(2) The names of the known witnesses and a concise summary of the evidence to be used against him or her. The names of new witnesses shall be given as soon as practicable;

(3) The time and place where the hearing thereon will be held; and

(4) That the charged teacher or other person, upon request, shall be furnished with compulsory process or subpoena legally requiring the attendance of witnesses and the production of documents and other papers as provided by law.

(c) **Service.** All notices required by this part relating to suspension from duty shall be served either personally or by certified mail or statutory overnight delivery. All notices required by this part relating to demotion, termination, nonrenewal of contract, or reprimand 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.

(d) **Counsel; testimony.** Any teacher, ~~principal~~ administrator, or other person against whom such charges listed in subsection (a) of this Code section have been brought shall be entitled to be represented by counsel and, upon request, shall be entitled to have subpoenas or other compulsory process issued for attendance of witnesses and the production of documents and other evidence. Such subpoenas and compulsory process shall be issued in the name of the local board and shall be signed by the ~~chairman~~ chairperson or ~~vice-chairman~~ vice chairperson of the local board. In all other respects, such subpoenas and other compulsory process shall be subject to Part 1 of Article 2 of Chapter 10 of Title 24, as now or hereafter amended.

(e) **Hearing.**

(1) The hearing shall be conducted before the local board, or the local board may designate a tribunal to consist of not less than three nor more than five impartial persons possessing academic expertise to conduct the hearing and submit its findings and recommendations to the local board for its decision thereon.

(2) The hearing shall be reported at the local board's expense. If the matter is heard by a tribunal, the transcript shall be prepared at the expense of the local board and an original and two copies shall be filed in the office of the superintendent. If the hearing is before the local board, the transcript need not be typed unless an appeal is taken to the State Board of Education, in which event typing of the transcript shall be paid for by the appellant. In the event of an appeal to the state board, the original shall be transmitted to the state board as required by its rules.

(3) Oath or affirmation shall be administered to all witnesses by the ~~chairman~~ chairperson, any member of the local board, or by the local board attorney. Such oath shall be as follows:

'You do solemnly swear (or affirm) that the evidence shall be the truth, the whole truth, and nothing but the truth. So help you God.'

(4) All questions relating to admissibility of evidence or other legal matters shall be decided by the ~~chairman~~ chairperson or presiding officer, subject to the right of either party to appeal to the full local board or hearing tribunal, as the case may be; provided, however, that the parties by agreement may stipulate that some disinterested member of the State Bar of Georgia shall decide all questions of evidence and other legal issues arising before the local board or tribunal. In all hearings, the burden of proof shall be on the school system, and it shall have the right to open and to conclude. Except as otherwise provided in this subsection, the same rules governing nonjury trials in the superior court shall prevail.

(f) **Decision; appeals.** The local board shall render its decision at the hearing or within five days thereafter. Where the hearing is before a tribunal, the tribunal shall file its findings and recommendations with the local board within five days of the conclusion of the hearing, and the local board shall render its decision thereon within ten days after the receipt of the transcript. Appeals may be taken to the state board in accordance with Code Section 20-2-1160, as now or hereafter amended, and the rules and regulations of the state board governing appeals.

(g) **Superintendent's power to relieve from duty temporarily.** The superintendent of a local school system may temporarily relieve from duty any teacher, principal, or other employee having a contract for a definite term for any reason specified in subsection (a) of this Code section, pending hearing by the local board in those cases where the charges are of such seriousness or other circumstances exist which indicate that such teacher or employee could not be permitted to continue to perform his or her duties pending hearing without danger of disruption or other serious harm to the school, its mission, pupils, or personnel. In any such case, the superintendent shall notify the teacher or employee in writing of such action, which notice shall state the grounds thereof and shall otherwise

comply with the requirements of the notice set forth in subsection (b) of this Code section. Such action by the superintendent shall not extend for a period in excess of ten working days, and during such period, it shall be the duty of the local board to conduct a hearing on the charges in the same manner provided for in subsections (e) and (f) of this Code section, except that notice of the time and place of hearing shall be given at least three days prior to the hearing. During the period that the teacher or other employee is relieved from duty prior to the decision of the local board, the teacher or employee shall be paid all sums to which he or she is otherwise entitled. If the hearing is delayed after the ten-day period as set out in this subsection at the request of the teacher or employee, then the teacher or employee shall not be paid beyond the ten-day period unless he or she is reinstated by the local board, in which case he or she shall receive all compensation to which he or she is otherwise entitled."

SECTION 1A.

Said chapter is further amended by adding a new Code section to Subpart 2 of Part 6 of Article 6, relating to conditions of employment, to read as follows:

"20-2-221.

In the event that a local school system furloughs teachers and other school personnel during any school year, such furlough day shall be on a Monday or Friday or in conjunction with a holiday, unless the local board of education provides otherwise."

SECTION 2.

All laws and parts of laws in conflict with this Act are repealed.