

May 8, 2008

The Honorable Jim Rex
State Superintendent of Education
1429 Senate Street
Columbia, South Carolina 29201

Dear Superintendent Rex:

We received your letter addressed to Attorney General Henry McMaster requesting an opinion of this Office concerning “whether a school district is allowed to require a teacher to accept an employment contract prior to April 25.” You state: “the South Carolina Department of Education (Department) has received numerous inquiries from the public questioning the legality of some school districts in South Carolina requiring teachers to execute employment contracts several months prior to the statutory deadline of April 25.”

Law/Analysis

Section 59-25-420 of the South Carolina Code (2004) is located among the provisions of the Code governing teacher employment and dismissal. As referenced in your letter, section 59-25-420, entitled “Teacher required to notify board of acceptance; opportunity for hearing if not reemployed,” provides:

Any teacher who is reemployed by written notification pursuant to § 59-25-410 shall by April twenty-fifth first notify the board of trustees in writing of his acceptance of the contract. Failure on the part of the teacher to notify the board of acceptance within the specified time limit shall be conclusive evidence of the teacher's rejection of the contract.

Any teacher, receiving a notice that he will not be reemployed 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.

Based on this statute, you ask whether or not individual districts may adopt an earlier deadline than the April 25 date provided in this provision.

The Honorable Jim Rex
Page 2
May 8, 2008

“The cardinal rule of statutory construction is to ascertain and effectuate the intent of the legislature.” State v. Pittman, 373 S.C. 527, 561, 647 S.E.2d 144, 161 (2007). Furthermore, according to our Supreme Court, “[w]here the language is plain and unambiguous, and conveys a clear and definite meaning, the rules of statutory interpretation are not needed and the Court has no right to impose another meaning.” Pee Dee Reg’l Transp. v. S.C. Second Injury Fund, 375 S.C. 60, 62, 650 S.E.2d 464, 465 (2007).

In the case of section 59-25-420, this statute clearly provides that teachers must notify the board of trustees of their acceptance of reemployment. Although this provision appears to place a mandate on teachers, we do not find any provision among those in chapter 25 of title 59 allowing school districts to veer outside of these provision and establish their own conflicting regulations governing teacher employment. Furthermore, our courts, when presented with situations in which a statute provides a date, have held that the courts do not have the authority to change a date fixed by statute. See Infinger v. Edwards, 268 S.C. 375, 234 S.E.2d 214 (1977) (holding the statutory deadline provided for choosing a form of county government as provided in the Home Rule Act is mandatory and cannot be judicially extended); State v. Williams, 157 S.C. 290, 295, 154 S.E. 164, 166 (1930) (holding courts cannot change the dated of an election, which is fixed by statute). See also, Op. S.C. Atty. Gen., April 11, 2006 (finding the date by which local governments must adopt a specific version of the Vested Rights Act binding on local governments). Thus, we are of the opinion that not only must teachers notify their respective board of trustees of their acceptance of reemployment by April 25, but boards of trustees must allow teachers to accept a reemployment contract until April 25. Accordingly, we do not believe a school district may require a teacher to accept an employment contract prior to April 25.

Very truly yours,

Henry McMaster
Attorney General

By: Cydney M. Milling
Assistant Attorney General

REVIEWED AND APPROVED BY:

Robert D. Cook
Deputy Attorney General