

1973 WL 26722 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

April 30, 1973

*1 Mr. H. William Mitchell
Superintendent
Dillon School District #2
Dillon, South Carolina 29536

Dear Mr. Mitchell:

This is in response to your April 25 inquiry to this Office of whether the Dillon School Board legally may offer a 60-working day conditional contract to a teacher rather than the normal 180-working day contract.

While State law prescribes that a public school teacher contract is not to exceed a one-year period, there is no prescribed minimum period for such a contract. This fact, coupled with the broad discretion of school boards in employment matters, should suffice to authorize the making of contractual agreements for a period less than one school year. It should be noted that the Board's discretion may not be exercised in an arbitrary and capricious manner, nor may the Board exercise its discretion in an invidiously discriminatory manner. The discretion exercised by the School Board must be within reasonable limits, so as not to curtail, impinge, or infringe upon constitutionally protected rights.

It is my understanding that the Board's dissatisfaction with the subject employee does not arise out of her job performance but her rather egregious and public misrepresentations concerning school affairs outside the scope of her job assignment which have seriously impugned the integrity of the school administration. Some rather recent Federal Court decisions in South Carolina have held that it cannot be doubted that school authorities have the right and duty to screen their officials, teachers, and employees as to their fitness to maintain the integrity of the schools as a part of ordered society; and there is no requirement that classroom conduct must be the sole basis for fitness.

It is my opinion that a supportable good faith judgment by the Board that an employee's conduct has been such that any continued employment should be specially restricted by conditions aimed at correcting that conduct—as your April 25 letter indicated—is well within the Board's scope of proper conduct.

I trust this will satisfactorily answer your inquiry. Please do not hesitate to contact me again concerning this matter should you feel it necessary.

Sincerely,

Bruce E. Davis
Assistant Attorney General

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