Atlanta Federation of Teachers

President, Verdaillia Turner

Steps in due process as per Atlanta Educators

1. Educators as per the Georgia Bureau of Investigations' report were given a deadline of July 20, 2011, 5:00PM in which to resign or be recommended for termination.
2. The superintendent must serve an official letter to the educator of his recommendation to terminate the educator's employment. This letter must advise the educator of his or her rights.
3. Educators electing to appeal the superintendent's recommendation must notify the superintendent within 10 days upon their receipt of the official notification to terminate.
4. The superintendent notifies the educator of the official charges against them and of the evidence and witnesses that will be used at the Administrative Hearing.
5. Upon the superintendent's receipt of an appeal, a hearing must be scheduled by the district within 10 days. If the district does schedule the hearing within 10 days, the district must continue to pay the educator and must leave the person in their position unless a waiver is signed by the educator.
6. If the educator requests more time, outside of the 10 days, in which to hold the hearing, the district may cease pay to the educator.
7. If the educator elects a hearing date outside of the 10 days, the pay may cease. (The educator must specifically request for back pay in the hearing.)
8. The hearing is held by a Tribunal.
9. The Tribunal is selected by the board of education.
10. An outside counsel acts as the hearing officer at the Tribunal's hearing.
11. The educator presents his or her case via their representative or may elect to represent themselves.
12. The superintendent is represented by in house counsel or hired out side counsel.
13. After the Tribunal makes a recommendation, the board must vote to accept or reject the recommendation.
14. If the educator prevails at the Tribunal and the board of education rejects the Tribunal's recommendation to continue employment, the educator may appeal to the Georgia State Board of Education.
15. COBRA benefits (medical insurance) are enacted upon the educator's separation from the school district.
16. The full cost of medical benefits (COBRA) is the responsibility of the educator.
17. The costs of COBRA or medical benefits include the educator's normal contribution, the employer's contribution and administrative costs.

4 EXECUTIVE PARK EAST, SUITE 120 • ATLANTA, GEORGIA 30329 • PHONE: 404-728-9500