

**THIRD DIVISION
DILLARD, P. J.,
GOBEIL and PIPKIN, JJ.**

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October 26, 2026

In the Court of Appeals of Georgia

**A26A1292. BAKER COUNTY BOARD OF EDUCATION v.
THOMPSON.**

GOBEIL, Judge.

After the Baker County Board of Education (“the Board”) terminated Freddie Thompson’s employment as superintendent of the Baker County School District, Thompson filed the underlying breach of contract action. The case proceeded to a jury trial, at which Thompson secured a verdict of approximately \$504,949. On appeal, the Board argues that the trial court erred by (1) failing to declare part of the contract null and void because the provision that extended the contract beyond three years violated Georgia law; and (2) ruling that any damages owed to Thompson were liquidated, thereby allowing him to recover prejudgment interest on those damages.

For the reasons explained more fully below, we vacate the trial court's judgment and remand the case for a new trial.

“[T]his Court reviews the judgment entered by the trial court after approval of a jury verdict upon the any evidence test, absent any material error of law. Additionally, when a question of law is at issue, we owe no deference to the trial court's ruling and apply a de novo standard of review.” *Howland v. Wadsworth*, 324 Ga. App. 175, 176-77 (749 SE2d 762) (2013) (citation modified).

So viewed, the record shows the following. On January 10, 2011, Thompson and the Board entered into an employment agreement (the “First Agreement”), which provided that Thompson would serve as the superintendent of the Baker County School District, effective on January 10, 2011, and terminating on June 30, 2012. Then, on November 14, 2012, Thompson and the Board entered into a second employment agreement (the “Second Agreement”) that was made retroactive to July 2012, to terminate on June 30, 2013. The Second Agreement set forth the terms of Thompson's employment as follows:

The Board hereby employs and the Superintendent hereby accepts employment as Superintendent of Schools for a period of one (1) year, from July 1, 2012, until June 30, 2013, with the option to renew for [sic]

three (3) year term, commencing from July 1, 2013, to June 30, 2016, provided the terms and conditions are therefore met, prior thereto as set out hereinafter in this agreement. Each school year shall consist of 240 working days per calendar year.

If Thompson wished to exercise the three-year renewal option, he was required to give the Board written notice of his intent to renew at least 60 days prior to the expiration of the Second Agreement. Both agreements included identical Savings Clauses, which provided: “If during the term of this agreement, it is found that a specific clause of the agreement is illegal in violation of federal or state law, the remainder of the agreement not affected by such a ruling shall remain in force and effect.”

Thompson notified the Board that he wished to utilize the renewal provision. Subsequently, the Board voted to terminate Thompson’s employment, effective June 30, 2013. In a resolution adopted on February 27, 2013, the Board explained that Thompson’s contract would not be extended because the Second Agreement’s renewal provision violated OCGA § 20-2-101, which states that school superintendents “shall be employed by the local board of education under written contracts for a term of not less than one year and not more than three years.” OCGA § 20-2-101(a)(1). The statute goes on to state: “Any provision of any such contract

which provides for an extension of the duration of employment thereunder, whether automatic or contingent upon the occurrence of one or more events, shall be void if that extension would result in employment under the contract, as extended, for a period which exceeds three years.” Id.

Thereafter, on December 5, 2016, Thompson sued the Board for breach of contract. Specifically, Thompson sought contractual damages for the Board’s failure to renew the contract, including compensation due under the contract, as well as underpayment of wages for the 2011-2012 school year. Thompson also asserted claims for damages based on the Board’s failure to pay taxes, auto, travel, and other expenses, retirement contributions, and sick and vacation pay as required under the agreement. In response, the Board filed a motion for partial summary judgment, arguing that OCGA § 20-2-201 rendered the renewal provision void. Specifically, the Board sought a ruling precluding Thompson from making a claim for damages after June 30, 2013, the date the one-year term of the Second Agreement expired. Thompson filed a cross-motion for summary judgment, arguing that if the trial court found the extension unenforceable, it should, in light of the Savings Clause, strike only the final year of that extension so that the first two years of the extension would remain actionable.

The Board also filed a motion to dismiss for failure to state a claim for relief, premised on its argument that the Second Agreement violated OCGA § 20-2-101.

The trial court granted Thompson's motion for summary judgment, finding that the parties intended the contract to be severable based on the Savings Clause. Accordingly, the court ruled that the employment agreement was valid through June 30, 2015, but any part of the agreement pertaining to July 1, 2015 and thereafter was void. The trial court denied the Board's motion to dismiss.

The case proceeded to trial. Ultimately, the jury found the Board liable to Thompson for breach of contract, awarding him \$504,949 in damages. The trial court entered judgment on the jury's verdict, and this appeal followed.

1. On appeal, the Board claims the trial court erred when it ruled that the employment contract for Thompson should be considered by the jury as a three-year contract instead of a one-year contract. Based upon the plain language of the statute, we agree.

It is well settled that, when considering the meaning of a statute, we must afford the statutory text its plain and ordinary meaning, consider the text contextually, read the text in its most natural and reasonable way, as an ordinary speaker of the English language would,

and seek to avoid a construction that makes some language mere surplusage.

Holcomb v. Long, 329 Ga. App. 515, 517-18(1) (765 SE2d 687) (2014) (citation modified). Accord *Deal v. Coleman*, 294 Ga. 170, 172-73(1)(a) (751 SE2d 337) (2013).

Further, when the language of a statute is plain and susceptible of only one natural and reasonable construction, courts must construe the statute accordingly. Put another way, as long as the language is clear and does not lead to an unreasonable or absurd result, it is the sole evidence of the ultimate legislative intent.

Restor-It v. Beck, 352 Ga. App. 613, 615 (835 SE2d 398) (2019) (citation modified).

With these principles in mind, we turn to the relevant statutory language. As noted above, OCGA § 20-2-101(a)(1) provides:

[E]ach local school superintendent shall be employed by the local board of education under written contracts for a term of not less than one year and not more than three years. Any provision of any such contract which provides for an extension of the duration of the employment thereunder, whether automatic or contingent upon the occurrence of one or more events, shall be void if that extension would result in employment under the contract, as extended, for a period which exceeds three years.

The Second Agreement in this case provided for an original term of one year, and the three-year extension provision would have resulted in a total employment term of four years. Because the total term would have exceeded three years, the extension provision was void under the plain language of the statute. *Miller County Bd. of Educ. v. McIntosh*, 326 Ga. App. 408, 416-17(2)(b) (756 SE2d 641) (2014) (roll-over provision of school superintendent’s employment agreement was void because provision contemplated extension of term of employment beyond three years). Importantly, the statute makes no mention of reducing an otherwise void provision to make it fit within the parameters of the statute, and we will not engraft onto the statute “a proviso excepting a case from its requirements when certain factual issues are present, absent statutory language allowing such an exception.” *In re J. H.*, 335 Ga. App. 848, 851 (783 SE2d 367) (2016).

In essentially modifying the terms of the void provision of the Second Agreement, the trial court relied on the agreement’s Savings Clause, ruling that “the failure of a distinct portion of the agreement does not void the remaining portion.” We agree that the Savings Clause demonstrated the parties’ intent that the contract be severable, see OCGA § 13-1-8, such that the illegality of one provision would not

void the entire agreement. See OCGA § 13-1-8(a) (“A contract may be either entire or severable. In an entire contract, the whole contract stands or falls together. In a severable contract, the failure of a distinct part does not void the remainder.”). But, although the Savings Clause allowed the remainder of the Second Agreement to stand (despite the fact that the extension provision was void), the trial court exceeded its authority by rewriting the otherwise void extension provision. See *SunTrust Bank v. Bickerstaff*, 349 Ga. App. 794, 799-800(1) (824 SE2d 717) (2019) (“the concept of severability refers to striking a distinct part of a contract and allowing the remainder to stand, not to excising certain language contained in a single provision” (punctuation omitted)).

Accordingly, because the trial court erred by instructing the jury that it could consider its damages award in connection with contractual breaches up through June 30, 2015, we must vacate the trial court’s judgment and remand the case for a new trial. *Phoenix Airline Svcs. v. Metro Airlines*, 199 Ga. App. 92, 92-93 (403 SE2d 832) (1991).

2. The Board also argues the trial court erred by instructing the jury that Thompson's claimed damages were liquidated, thereby entitling him to prejudgment interest.

"A claim is unliquidated when there is a bona fide contention as to the amount owing. A liquidated claim is an amount certain and fixed, either by the act and agreement of the parties or by operation of law; a sum which cannot be changed by the proof. The word liquidated as used in OCGA § 7-4-15 means settled, acknowledged, or agreed." *Holloway v. State Farm Fire & Cas. Co.*, 245 Ga. App. 319, 321(1)(b) (537 SE2d 121) (2000) (citation modified).

In its instructions to the jury, the trial court stated:

If a claim is liquidated under OCGA § 7-4-15, which is the Official Code of Georgia, the award of prejudgment interest is mandatory, should be awarded as a matter of law, and accrues at the rate of seven percent per annum simple interest if the rate is not established in the parties' written contract. The court has determined that prejudgement interest applies to all damages that may be found by the jury in this case based on the nature of the claim *and the evidence presented*.

When the jury returned its verdict, it did not specify whether its damages award included prejudgment interest. Likewise, the trial court's judgment describes that

Thompson is entitled to recover from the Board “the sum of \$504,949.00,” with no mention of prejudgment interest. In any event, because we are remanding this case for a new trial and the evidence adduced at the new trial may be different on this matter, we do not reach this issue at this time.

Judgment vacated and case remanded. Dillard, P. J., and Pipkin, J., concur.