## SNYDER, APPELLEE, v. BOARD OF EDUCATION OF THE JOHNSTOWN-MONROE LOCAL SCHOOL DISTRICT, APPELLANT. [Cite as Snyder v. Johnstown-Monroe Local School Dist. Bd. of Edn.,

## 1994-Ohio-20.]

Schools—Teachers—Nonrenewal of limited teaching contract—Procedural provisions of R.C. Chapter 2506 provide procedure that must be followed in an appeal pursuant to R.C. 3319.11.

(No. 93-1218—April 6, 1994—Decided May 11, 1994.)

APPEAL from the Court of Appeals for Licking County, No. 92-CA-92.

*Martin, Pergram, Browning & Parker Co., L.P.A., and Dennis L. Pergram,* for appellee.

Robert L. Becker, Licking County Prosecuting Attorney, and David Q. Wigginton, Assistant Prosecuting Attorney, for appellant.

{¶ 1} The judgment of the court of appeals is affirmed on authority of *Kiel v. Green Local School Dist. Bd. of Edn.* (1994), 69 Ohio St.3d 149, 630 N.E.2d 716, paragraph one of the syllabus, and also for the reasons stated in the opinion of the court of appeals.

 $\{\P 2\}$  This cause is remanded to the trial court to apply the law as set forth in Kiel.

A.W. SWEENEY, DOUGLAS, RESNICK, F.E. SWEENEY and PFEIFER, JJ., concur.

MOYER, C.J., and WRIGHT, J. concurs in part and dissent in part.

## WRIGHT, J., concurring in part and dissenting in part.

{¶ 3} I concur in the result obtained in this cause. I continue to disagree with the reasoning stated in *Kiel v. Green Local School Dist. Bd. of Edn.* (1994), 69 Ohio St.3d 149, 630 N.E.2d 716, for the reasons stated in my dissent therein.

MOYER, C.J., concurs in the foregoing opinion.