department. All prisoners so released on parole shall be under the supervision of the state department. All parole agents who are responsible for ascertaining and reporting on the conduct of paroled persons shall be appointed by the state department in the same manner as other employees, as herein provided, and the state department may delegate such duties to any of the employees of the county department."

Under those statutes, I am of the opinion that the power of the Board of Parole as to granting paroles remains unimpaired. This view is supported by an opinion of the Attorney General on a similar inquiry from the Indiana Women's Prison on September 29, 1941 (1941 O.A.G. 334). At that time, however, the Welfare Act of 1936, prior to the 1945 amendment, gave the Welfare Department the final word before release upon parole. The 1945 amendment removed from the Welfare Department any power over the release.

However, under the last Act as amended, supervision of parolees is solely within the jurisdiction of the Welfare Department. It is noted that Section 10 of the 1936 Welfare Act as amended provides that all parole agents shall be appointed by the state department.

I am therefore of the opinion that there is no authority for either the Warden or the Board of Trustees of the State Prison to appoint parole agents, and that the powers of the Board of Parole of the State Prison with respect to supervision have been transferred to the Welfare Department.

OFFICIAL OPINION NO. 8
January 30, 1946.

Hon. Clement T. Malan,
State Superintendent of Public Instruction,
State House,
Indianapolis, Indiana.

Dear Doctor Malan:

Your letter of January 14, 1946, received requesting an official opinion on the following questions which have been
raised as to the amount of benefits to be paid during the 1944-1945 school year under the provisions of Chapter 231 of the Acts of 1945:

"1. If a teacher was under contract with a school corporation for the second semester only of the school year 1944-1945, what ‘sick benefits’ is he entitled to receive with respect to said school year?

"2. For the school year 1944-1945, a school corporation had in effect a rule under which a teacher who was absent because of personal illness received, during the first ten days of such absence in a semester, his salary less $6.00 a day (such deduction being a fixed allowance for substitute):

“(a) If a teacher was absent after March 7, 1945, and received payments under the above rule, may such payments be credited against the amount which he is entitled to receive under the provisions of said Act?

“(b) If a teacher was absent in said school year but prior to March 7, 1945, and received payments under the above rule, may the amounts so received be credited against the benefits he is entitled to receive under said Act for said school year?

"Illustrative of the questions presented above are the following cases involving teachers who were absent because of illness during the school year 1944-1945.

"Teacher A. Prior to March 7, 1945, this teacher was absent 7½ days. Under the rules stated above he received $81.94 as ‘sick benefit’ during such absence. From and after March 7, 1945, to the end of said school year, he was absent 41 days and received $86.63 as ‘sick benefit’ during such absence. The total of such benefits so received by said teacher was $168.57.

"The amount which such teacher would have received if the employing corporation had followed the ‘sick benefits’ provisions of the Act is $1.
up of $71.25 for 5 days’ full pay and $90.50 for an additional 30 days, said latter sum being the difference between the salary of said teacher and the amount actually paid his substitutes during such 30-day period.

“What additional amount, if any, is said teacher entitled to receive as ‘sick benefits’ during the school year 1944-1945?

“Teacher B. After March 7, 1945, this teacher was absent 3 days and received $12 ‘sick benefit’ during such absence. Under the Act, his ‘sick benefit’ would be $30 (3 days at $10 a day).

“What ‘sick benefits’ is said teacher now entitled to receive for the school year 1944-1945?

“Teacher C. Prior to March 7, 1945, this teacher was absent 3 days and, under the employer’s rule, received his full salary less $18 ($6.00 a day for 3 days) as a ‘sick benefit’ for said period. He was not absent at any other time during the year.

“What accumulated benefits, if any, with respect to the school year 1944-1945 does this teacher have under the Act?”

Section 1, Chapter 231 of the Acts of 1945 provides in part as follows:

"* * * each teacher shall be entitled to be absent from work on account of personal illness for a total of five days in each year without loss of compensation. If in any one year the teacher shall be absent for such reason less than five days, the remaining days up to a maximum total of five shall be accumulative to a total not to exceed thirty days, and said teacher shall be entitled to the remainder of his salary above the expenditure for a substitute for a period of at least thirty additional days each year after his accumulative days have been used."

1. In answer to your first question I wish to advise in a previous opinion of this office under date of May 21, 1945,
being Official Opinion No. 45, 1945 Indiana O.A.G., p. 217, it was held the sick leave provisions of the foregoing statute became effective when approved by the Governor on March 7, 1945.

In a previous opinion of this office, under date of November 23, 1945, being Official Opinion No. 120, 1945 Indiana O.A.G., p. 526, it was held the sick leave provisions of the foregoing statute were prospective in operation and concluded:

"* * * the five (5) days sick leave authorized by said Act, as far as applying to the 1944-1945 school year would be effective for the full five (5) days only from March 7, 1945 to the end of such school year."

Therefore, in answer to your first question I am of the opinion a teacher under contract with a school corporation for the second semester only of the 1944-1945 school year, would be entitled to the full "sick benefits" for a school year as provided in said statute.

2. (a) In answer to your question number 2 (a) I wish to advise that under date of December 24, 1945, in a previous Official Opinion of this office, No. 134, 1945 Indiana O.A.G., p. 570, it was held any payments under the Workmen's Compensation Act made to a teacher by the employing school corporation could be deducted from the amount a teacher would receive while absent from his employment under the provisions of Chapter 231 of the Acts of 1945. This result was reached due to the wording of said statute that such "teacher shall be entitled to be absent from work * * * without loss of compensation." (Our emphasis.)

In answer to your question 2 (a) I am therefore of the opinion that a teacher absent from work after March 7, 1945, and who has received sick benefits while so absent, which payments were made by the school corporation under a rule adopted by such school corporation, would be chargeable with the amount of payments so made and such amount credited against the amount due him from the school corporation under the provisions of Chapter 231 of the Acts of 1945.

2. (b) In answer to your question 2 (b) I am of the opinion Chapter 231 of the Acts of 1945 is to be construed to
be only prospective in its operation for the school year 1944-1945.

See Official Opinion No. 120, 1945 Indiana O.A.G., p. 526, supra.

Therefore, a teacher who, prior to March 7, 1945 had received sick leave benefits under a rule of a school corporation would not be chargeable with the amount so received as against any benefits which may be due him after March 7, 1945, under the provisions of said statute.

You supplement your second question, supra, with a number of illustrations which, in accordance with the foregoing opinion, are answered as follows:

Teacher A. Since said Act is prospective in its operation a school corporation would not be entitled to a credit for sick leave benefits paid prior to March 7, 1945, but would be entitled to a credit against any sick leave benefits due the teacher under the foregoing statute for any sick benefits paid such teacher after March 7, 1945. Said teacher would therefore be entitled to receive the difference between the amount paid him after March 7, 1945, and any sum of money due him under the sick benefits provided for in said statute.

Teacher B. This teacher having received partial benefits for three (3) days' absence after March 7, 1945, would be entitled to receive the remainder of the full year's benefits provided for by Chapter 231 of the Acts of 1945.

Since the teacher received only twelve dollars ($12.00) under the school corporation rule for three (3) days' absence after March 7, 1945, and according to your illustration would be entitled to receive thirty dollars ($30.00) for three (3) days' absence, he would still be entitled to the sum of eighteen dollars ($18.00). He would also be entitled to carry over to the next school year the two (2) days remaining out of the five (5) days allowed for sick leave. These two (2) days would be credited to the "accumulative days" he is entitled to under the provisions of said statute.

Teacher C. In answer to your question 2 (b), supra, it was held said Act is prospective in operation from March 7, 1945, for the 1944-1945 school year. Therefore a teacher who had received sick leave benefits prior to March 7, 1945, under the rule of the school corporation, but who was not
absent during the school year after March 7, 1945, would be entitled to five (5) accumulative days to be carried over to the succeeding school year and to be available to him in case of subsequent illness.

OFFICIAL OPINION NO. 9

February 1, 1946.

Mr. V. G. Walmer, Supervisor,
Division of Small Loans and Consumer Credit,
Department of Financial Institutions,
State House,
Indianapolis, Indiana.

Dear Sir:

This is in answer to your letter which reads as follows:

"Under Section 10 of the Retail Installment Sales Act, the Department of Financial Institutions is authorized to fix the amount which a licensee under that Act may pay to a retail seller from and out of the finance charge on a given retail installment contract. Pursuant to this authority, by General Order No. 1, effective at July 2, 1935, as amended July 6, 1942, effective July 10, 1942, the Department fixed the amount of participation in the finance charge which may be described in general terms as 2% of the unpaid balance of the cash price on new merchandise and 5% of the unpaid balance of the cash price on used merchandise. Heretofore Licensees under the Retail Installment Sales Act have paid some part or all of this authorized participation over to retail sellers. The amount of the payment depended upon the bargain made between the licensee and the retail seller.

"Lately some licensees have made arrangements with insurance agents in various cities and towns in the State whereunder they have agreed to pay those agents a certain amount of the finance charge, but