

and 236 and in 1933 Indiana O. A. G., page 306 at 307. However, the fact that there are unpaid arrearages in such case at the time of the retirement of said teacher would not bar her right to an annuity but in such case the annuity otherwise available would be reduced in the proportion which the amount of the unpaid arrearages bears to the then present value of such annuity.

OFFICIAL OPINION NO. 120

November 23, 1945.

Hon. Clarence E. Ruston, State Examiner,
State Board of Accounts,
Room 304, State House,
Indianapolis 4, Indiana.

Dear Sir:

Your letter of November 9, 1945, has been received in which you request an official opinion construing Chapter 231 of the Acts of 1945, your specific questions being as follows:

"1. Does the word year as used in Section 1 of Chapter 231, Acts of 1945, refer to the school year?

"2. What part of the five-day period of absence allowed, is allowable for the current year after March 7, 1945, the effective date of Chapter 231, Acts of 1945?

"3. In the event that a teacher is employed part time by two or more school corporations, is each employing corporation chargeable only for the proportionate part of the five-day period of absence allowed?

"4. In the event that a teacher employed part time by two or more school corporations, and is re-employed by only a part of the former employing corporations, how should any unused portion of the five-day period of absence allowed be allocated for the purpose of accumulation?

"5. In the event that a teacher is absent from work on account of personal illness for a period in excess of five days and no substitute teacher is employed, is

the absent teacher entitled to his full salary for a period of at least thirty additional days after his accumulative days have been used?"

Chapter 231 of the Acts of 1945 contains an emergency clause and in an official opinion of this office dated May 21, 1945, same being 1945 Indiana O. A. G. number 45, the provisions of said statute regarding sick leave were held to be effective as of the time said Act was approved by the Governor on March 7, 1945.

Section 1 of said Act in part provides as follows:

"* * * and 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 that in the construction of statutes the courts will look to the general purpose and scope of a statute to determine the legislative intent.

City of Indianapolis v. Evans (1940), 216 Ind. 555, 567.

The Legislature in other parts of said Act used the word "year" in connection with the teachers' contract for the "school year" in prescribing the minimum compensation of teachers. Other similar Acts have contained like provisions, such as the Teachers' Tenure Act, same being Section 28-4307 Burns' 1933, same being Section 1, Chapter 116, Acts 1933, and the Uniform Teachers' Contract statute, same being Section 28-4330, same being Section 1, Chapter 202, Acts 1943.

In each of the foregoing statutes the Legislature has used the word "year" in referring to the entire school year rather than the calendar year.

I am therefore of the opinion the word "year" as used in the statute under consideration refers to the school year rather than to the calendar year.

2. In answer to your second question it is respectfully submitted that under the official opinion of this office, 1945 Indiana O. A. G., number 45, *supra*, it was held the sick leave provisions of said statute became effective at the time the Act was signed by the Governor on March 7, 1945.

Ordinarily statutes cannot be made to operate retroactively unless a contrary intention clearly and strongly appears.

Niklaus *et al.* v. Conkling (1888), 118 Ind. 289, 292;

Hiatt v. Howard (1937), 104 Ind. App. 167, 170, 171;

Chadwick, Treasurer v. City of Crawfordsville (1940), 216 Ind. 399, 414, 415.

Since the language used by the Legislature does not indicate the sick leave provisions of Chapter 231 of the Acts of 1945 were to have a retroactive effect I am of the opinion said Act in that respect should be construed to operate prospectively and that therefore 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.

3. In answer to your third question I am of the opinion that if a teacher is employed part time by two (2) or more school corporations, that she would not be entitled to receive any greater number of days for sick leave than a full time regularly employed teacher who is employed by one (1) school corporation would receive.

I am therefore of the opinion the several school corporations employing one (1) teacher part time would be required to apportion the sick day leave authorized by said statute among such school corporations in proportion to the number of days such teacher taught in such school corporations during such school year.

4. In answer to your fourth question I wish to advise that under the official opinion of this office, 1945 Indiana O. A. G., number 45, *supra*, it was held a teacher leaving one school corporation with which she has accumulative days, would lose

such accumulative days in taking new employment with a new school corporation.

It is therefore clear that a teacher employed part time by several school corporations would retain the credit for any sick leave accumulated against those school corporations with which she continued her employment and would lose her accumulated days for which she would be entitled to credit as against the school corporation with which she had severed her employment.

5. In answer to your fifth question it is pointed out said statute specifically provides "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." (Our emphasis.)

The above language in the statute requires no construction and clearly provides that such teacher in such event shall receive his salary less the amount expended for a substitute and if no substitute is employed, and no money so expended, said teacher would receive such salary in full for such period.

OFFICIAL OPINION NO. 121

November 25, 1945.

Hon. Ralph F. Gates, Governor
 State of Indiana,
 State House,
 Indianapolis, Indiana.

My Dear Governor:

I am in receipt of your letter of October 31, 1945, as follows:

"My attention has been called to the fact that the previous administration of the Employment Security Division has interpreted Section 7 (i) of the Employment Security Act as rendering ineligible those veterans who are not claiming any of the benefits of Section 7 (i) but who, on the contrary have, since their return, fully qualified for unemployment compensation benefits as any other individual, such ineligibility being founded