DEPARTMENT OF PUBLIC INSTRUCTION: Where teacher was employed to teach and was given a regular contract, may school board require her to take a temporary contract for the subsequent year if such teacher had not received notice as required by law that she would not be reemployed.

June 22, 1943.

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

Dear Mr. Malan:

Your letter of June 18th, 1943, has been received, as follows:

"Will you kindly give me an official opinion relative to the following question:
"A teacher was employed last year to teach in a certain high school and was given a regular contract. This year the same teacher is offered a temporary contract in place of a regular contract. The law provides that the employer must give notice to the teacher, if he does not wish to retain him for the following year. The teacher received no notice; hence was automatically re-employed.
"The question is, can the school board compel this teacher to take a temporary contract, or may the teacher demand a regular contract in keeping with the contract which he had last year?"

I wish to advise that Section 1, Chapter 77, of the Acts of 1939, same being Section 28-4321, Burns' R. S. 1942 Supplement, provides in part as follows:

"Every contract of employment hereafter made by and between a teacher and a school corporation, except contracts wherein a township school corporation is a party and except contracts with permanent teachers as defined in chapter 97 of the Acts of 1927 and acts amendatory thereof, shall be renewed and continue in force on the same terms and for the same wages, unless increased by the provisions of chapter 101 of
the Acts of 1907 and acts amendatory thereof, known as the Teachers' Minimum Wage Law, for the school year next succeeding the date of termination fixed therein unless on or before the date fixed for the termination of said term of school, but in no case later than the first day of May, the teacher shall be notified by the school corporation in writing delivered in person or mailed to him or her at last and usual known address by registered mail that such contract will not be renewed for such succeeding year or unless such teacher shall deliver or mail by registered mail to such school corporation his or her written resignation as such teacher or unless such contract is superseded by another contract between the parties. Contracts wherein a township school corporation is a party shall be deemed to continue in force for the succeeding school year on the same terms and for the same wages plus any increases as provided by the provisions of chapter 101 of the Acts of 1907 and acts amendatory thereof, known as the Teachers' Minimum Wage Law, unless on or before the day during which the teacher has completed his customary reports regarding the promotion of pupils and has filed a copy of same at the office of the township trustee, but in no case later than five (5) days after the expiration of the school term the teacher shall be notified by the school corporation in writing delivered in person or mailed to him or her at last and usual known address by registered mail that such contract will not be renewed for such succeeding year or unless such teacher shall deliver or mail by registered mail to such trustee his or her written resignation as such teacher or unless such contract is superseded by another contract between the parties. * * *

I assume from your letter the teacher in question was not a permanent teacher, under Chapter 97 of the Acts of 1927 as amended. Under the facts stated in your letter it is my opinion that said school board cannot compel this teacher to take a temporary contract. That the teacher may demand and is entitled to receive a regular contract in keeping with the
contract he had last year, in the absence of the notice from the school corporation, as required by the provisions of the above statute. As a matter of law under the above quoted statute the old contract under such circumstances would be considered renewed and continued in force on the same terms and for the same wages, unless increased by the provisions of Chapter 101 of the Acts of 1907 and the acts amendatory thereto, unless said teacher was given the notice required by the aforesaid statute.

INDIANA BOYS' SCHOOL: Right of superintendent under proper guidance to allow boys in the institution to work in groups in the community in agricultural pursuits. Discussion of liabilities incurred.

June 23, 1943.

Mr. E. M. Dill, Superintendent,
Indiana Boys' School,
Plainfield, Indiana.

Dear Mr. Dill:

Your letter of March 31, 1943, received as follows:

"Since there has been so much talk about the Victory Program and especially Victory Gardens and the increase in farm production, the boys in our school have felt they would like to participate as much as possible.

"It has been our policy in the past to have school all summer without any vacation. Now that the boys are interested in this agricultural program, we have discussed the advisability of allowing the boys to work in groups in the community, under the supervision of one of our employees, to help farmers and other people actively engaged in agricultural pursuits.

"This kind of project has been carried on in schools of this kind in other states. For instance, in New York the boys of the New York State Training School earned approximately $3,000.00 last summer. They agreed before going out to work that a certain portion of the