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

Dear Sir:

I have before me your letter requesting an official opinion in answer to the following question:

"Can a board dismiss a non-tenure teacher, who at the end of his first five years of service still has two years remaining on a three-year contract drawn at the end of his fourth year of service?"

In other words, does a contract for the period of three years entered into to follow four years of prior service operate so as to create tenure by virtue of the fact that two of the three years of such contract are to be served after five years of prior service? The applicable provision of the statute is as follows:

"That any person who has served or who shall serve under contract as a teacher in any school city corporation or in any school town corporation in the State of Indiana for five or more successive years, and who shall at any time hereafter enter into a teacher's contract for further service with such corporation, shall thereupon become a permanent teacher of such school corporation. * * *


Under well settled rules of statutory construction the word "hereafter" used as it is used in the above quoted language, refers to the effective date of the Act so that the language may be very properly read as follows:

"That any person who has served or who shall serve under contract as a teacher in any school city
corporation or in any school town corporation in the State of Indiana for five or more successive years, and who shall at any time after the effective date of the Act, enter into a teacher's contract for further service with such corporation, shall thereupon become a permanent teacher of such school corporation.”

Thus it may be argued that the only requirement of the final contract, which is effectual to create tenure, is that it shall be entered into after the effective date of the Act, but such a consideration, in my opinion, wholly ignores the requirement that the contract is to be a contract “for further service” thus indicating that the contract which is to make tenure effectual is one which is entered into after the service under contract for the five successive years has either been served or has at least been contracted for.

Upon the hypothetical statement of facts contained in your question, the contract “for further service” is entered into at the end of four years of service under contract, but the contract required by the statute in order to effectuate tenure is a contract “for further service” after five or more successive years of previous service. I think this is the clear intent of the statute.

The answer to your question, therefore, is that the board can dismiss a teacher whose only claim to tenure rights is a contract entered into for three years of service after a period of only four years of prior service.

DEPT. OF FINANCIAL INSTITUTIONS: Whether small loan licensee operating in more than one location is authorized to loan up to $300.00 in each location. May 12, 1942.

Mr. Ross H. Wallace, Director,
Dept. of Financial Institutions,
State House,
Indianapolis, Indiana.

Dear Mr. Wallace:

I have before me your letter requesting an official opinion as to whether the same licensee under different licenses issued