corporation is abandoned or made a part of a joint school system with an adjoining township?

"2. In case a non-tenure teacher enters into a contract for one or more years in a given town school corporation and said town school corporation is abandoned or joined with the township, are such contracts invalidated?"

In answering your first question I think there may be some doubt as to whether the abandonment of the town school corporation in and of itself operates as a cancellation of the tenure contract. I know of no authority on the subject. However, any question as to future cases may be easily controlled by following the provisions of Section 2 of Chapter 116 of the Acts of 1933, providing, among other things, that such a contract may be cancelled for "justifiable decrease in the number of teaching positions."

Answering your second question, the abandonment of the school corporation would not, in my opinion, operate to invalidate a contract duly entered into by a non tenure teacher with the town school corporation. Of course the act of abandonment would render the town school corporation incapable of carrying out its part of the contract. This would not in and of itself, however, invalidate the contract but would simply constitute a breach of it and would render liable in damages any school corporation which assumed the obligations of the town school corporation. The question as to where the liability would rest would depend upon the Act under which the consolidation took place.

PUBLIC INSTRUCTION, OFFICE OF SUPERINTENDENT
OF: Minimum wages—Effect on existing teachers' contracts of additional training or experience.

Hon. Grover Van Duyn,
Assistant Superintendent of
Public Instruction,
Indianapolis, Indiana.

April 29, 1936.

Dear Sir:

I have before me your letter requesting an official opinion in answer to the following questions:
“1. In case a teacher enters into a contract with the township trustee or school board for the minimum salary as provided by law at the time of contract; then said teacher takes sufficient training to entitle her to the increase of $2.50 per month before the opening of school for which she is contracted—should she receive the amount originally contracted for, or the minimum based upon her training at the time school opens?

“2. A teacher having had one year’s experience enters into a three year contract with the salary based upon her training and this one year’s experience, as provided by statute—should her second and third years’ salary of this contract remain as designated in the contract, or should she have the increase as provided by law for her second and third years’ experience?”

Section 2 of Chapter 315 of the Acts of 1935 provides as follows:

“That the minimum compensation of beginning teachers with seventy-two weeks of professional training shall be one hundred dollars per month for a minimum term of eight months. That the sum of two dollars and fifty cents per month shall be added for each year of teaching experience up to and including the fourth additional year and that the sum of two dollars and fifty cents per month shall be added for each eighteen weeks of additional professional training until such teacher shall have earned one hundred forty-four weeks of professional training. Teachers who have had five years of teaching experience acquired either in whole or in part thereof before or subsequent to the time when the minimum teachers’ training requirements became effective shall have the same status and shall receive the same compensation as teachers who have had five years of teaching experience. The minimum compensation of beginning high school teachers shall be one hundred twenty-five dollars per month for a minimum term of eight months. That the sum of two dollars and fifty cents per month shall be added for each year of teaching experience up to and including the fourth additional year.”
Section 3 of said Act provides that all teachers' contracts entered into for the school year beginning August 1, 1936, and each year thereafter shall be made in accordance with the provisions of Section 2 supra. It will be observed that Section 2 supra provides for what may be termed a basic minimum salary for beginning teachers with seventy-two weeks of professional training. With this amount as a basis the correct minimum to meet any particular case is computed by adding two dollars and fifty cents per month for each year of teaching experience up to and including the fourth additional year and the sum of two dollars and fifty cents per month for each eighteen weeks of additional professional training until the teacher shall have earned one hundred forty-four weeks of professional training. The additional amounts to be added upon the basis of teaching experience and additional professional training are as much a part of the minimum salary as the basic sum. The language of Section 3, therefore, which requires all teachers' contracts entered into for the school year beginning August 1, 1936, and each year thereafter to be made in accordance with the provisions of Section 2 of the Act requires a contract which shall be sufficiently flexible to take care of the changing conditions in the teacher's status which may occur during the period of any such contract. In other words, the legislature has furnished the contract so far as the minimum salary is concerned to meet the changing status of the teacher, and in my opinion, irrespective of what the written contract itself may provide, the law itself provides the minimum salary which may be paid, which amount may in conformity with the statute change during the period of the contract as the status of the teacher changes so as to entitle the teacher to additional compensation. The courts in the past in considering teachers' minimum salary laws have taken the position that the minimum salary provision must be read into every teacher's contract unless the salary provision is in excess of the minimum salary as provided by law. In other words, the legislature in making a minimum salary law has supplied that item for every contract unless the parties contract for a larger salary. Rutherford School Township v. Craney, 51 Ind. App. 236 at page 241. Upon the basis of the facts assumed in your first question the minimum salary of the teacher should be based upon her training at the time school opens.
Upon the basis of the facts assumed in your second question the salary of the teacher should be increased during her second and third years' service under the contract.

WELFARE, DEPARTMENT OF PUBLIC: Blind, application for assistance to; when filed and by whom investigation made.

Honorable Wayne Coy,
      Acting Administrator,
      State Department of
      Public Welfare,
      Indianapolis, Indiana.

Dear Sir:

I have before me your letter calling attention to Section 95 of The Welfare Act of 1936 which provides as follows:

"Sec. 95. County in which application is filed. Unless for good cause shown and unless otherwise ordered by the state department, every applicant for old age assistance or for assistance as a blind person shall file his application in the county in which he has resided continuously for one full year during the period of nine years next preceding the date on which he files his application, and if he has resided continuously for one full year in more than one county during such period of nine years, then he shall file his application in the county in which he has last resided such full year. If he has not resided continuously for one full year during such preceding period of nine years in any county, then he shall file his application in the county in which he is residing at the time this act becomes effective, as to any application during the year 1936 and the county of his residence as to any application filed thereafter." (Our italics.)

You request an official opinion in answer to the following questions:

"1. In which county should application be made?
   "2. Which county department should make the investigation?"