

**PUBLIC INSTRUCTION, SUPERINTENDENT OF: Teacher  
tenure contracts, effect of new contract for continued  
service on status as tenure teacher.**

February 24, 1937.

Hon. Grover Van Duyn,  
Ass't Supt. of Public Instruction,  
Indianapolis, Indiana.

Dear Sir:

This will acknowledge receipt of your letter of February 20th, containing the following questions:

"A superintendent of city schools is on tenure, having served in one city for nine years, his annual periods of employment coinciding with the school fiscal year of August 1 to July 31.

"The school board in July offers him a three-year contract with an increased salary.

"The superintendent accepts the new contract and enters upon the next annual period of employment beginning August 1."

1. Is this contract legal?
2. Is the superintendent still on tenure?

In reply to your first question as to whether or not the contract of employment is legal, beg to say that chapter 116 of the Acts of the Indiana General Assembly, 1933, contains the provision that:

"Teachers' contracts shall provide for the annual determination of the date of the beginning and length of school terms for the school corporation."

It contains the further provision that such contracts shall be of the form and wording as prescribed by the State Superintendent of Public Instruction. If the contract inquired about contains provisions meeting the form prescribed by the State Superintendent, it is my opinion that the contract would be binding in law, even though it was for a term of three years and the school year being designated as beginning August 1st.

Your second question asks the effect of such a contract upon his rights as a tenure teacher. This proposition has been before our Supreme Courts in recent decisions, and in discussing this matter the Supreme Court has used the following language:

“We do not think that it was the intention of the legislature by the above provision (referring to the execution of a new contract) to lose to both the State and to the teacher the rights and advantages obtained by them under this statute, by reason of the fact that the proper school officers and teacher entered into a new contract for the further services of said teacher.”

State, ex rel. Black v. Board of School Commissioners, 205 Ind. 582.

Commenting upon this case the Supreme Court said:

“On the authority of this case we hold that the execution of a new contract for the year 1929-1930 between the relatrix and Clinton School Township would not terminate the tenure of the relatrix. The legislative purpose in authorizing a new contract to be entered into by a tenure teacher and the employing school corporation was not to provide a means of terminating tenure, but to enable school corporations and their tenure teachers to adjust the provisions of indefinite contracts to current needs.”

Stiver, et al., v. State, ex rel. Kent, 1 N. E. 2d 592.

It is my opinion, therefore, that the signing of the three-year contract does not operate to cancel or terminate the rights which the tenure law has conferred upon the teacher.

Your second question is, therefore, answered in the affirmative.

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**FIRE MARSHAL, STATE:** Foreign insurance companies,  
right of State to impose charge for State Fire Marshal's  
office.

February 24, 1937.

Hon. Clem Smith,  
Chief Fire Marshal Department,  
Indianapolis, Indiana.

Dear Sir:

Your letter of February 23rd calling for a construction of chapter 208, section 1, Acts of 1927, the same being section 20-818, Burns Indiana Statutes, 1933 Revision, has been duly considered.