OFFICIAL OPINION NO. 41

July 29, 1964

Hon. William E. Wilson
Superintendent of Public Instruction
227 State House
Indianapolis, Indiana

Dear Mr. Wilson:

Your letter of July 16, 1964, has been received and reads as follows:

“We would respectfully request an official opinion on the following question in regard to the salary rate for teachers of vocational agriculture.

“1. A vocational agriculture teacher, teaching in a high school having an approved department in vocational agriculture has twelve (12) months teaching assignment and signs a twelve (12) month contract starting July 1, and extending to June 30. Such a teacher does full-time class instruction during the regular school term and supervises the 'directed experiences' of the students during the summer months. These 'directed experiences' are the practical experiences of the students on the farm, in the laboratory, or agricultural business. The supervision of these activities requires the full-time of the teacher and the 'directed experiences' are an extension of the curriculum.

"Is a school corporation required to pay such a vocational agriculture teacher at the same rate of salary during the summer months as during the regular school term?"

The Minimum Teachers’ Salary Law, Acts of 1963, Ch. 273, Sec. 1, as found in Burns’ (1964 Supp.), Section 28-4332, provides the minimum salary schedule for the payment of teachers’ services in the public schools, based upon years of experience and of years of training. Said schedule is therein based upon nine months of teaching. Section 2 of Acts of
1963, Ch. 251, Sec. 1, as found in Burns’ (1964 Supp.), Section 28-4333, provides: “Should the school term, contract or appointment in any school corporation be more or less than nine [9] months the basic salary as above set out shall be proportionately increased or decreased as the case might be * * *” Therefore, the Minimum Salary Law would require such a contract for twelve months to be proportionately increased above the minimum salary for nine months for a teacher with the years of experience and years of training possessed by the person in question.

A like result was reached in an Official Opinion of this office, being 1949 O. A. G., page 387, No. 101, where it was held an attendance officer, being subject to the Minimum Teachers’ Salary Act, and having a twelve month’s contract must be paid a proportionate increase for the additional months.

In 1963 O. A. G., page 303, No. 56 at page 305, it was held:

“Although all statutes applicable to particular school corporations do not specifically refer to salary schedules, all boards of school trustees, or similarly named boards which are empowered to contract with teachers are bound by the above teachers’ contract provision and by the so-called Minimum Salary Law, being the Acts of 1945, Ch. 231, as amended, as found in Burns’ (1963 Supp.), Sections 28-4332 and 28-4333, and are required to adopt salary schedules. Contracts with individual teachers are based on such salary schedules.”

Likewise, in 1959 O. A. G., page 168, No. 35, in considering the establishment of salary schedules in the public systems, on page 171 of the opinion, it is stated:

“If the foregoing is true, the statute seems to require, if the statutory minimum salary schedule is not followed, a salary schedule for teachers not less remunerative, ‘which shall then be effective as a minimum schedule for all teachers within that system during the year or years for which it is adopted.’ From the definition of the term ‘professional training’ con-
tained in Sec. 2 of said statute, as well as the other provisions of said section of said statute, when considered in connection with such Sec. 1 of said original Act (Burns' [1948 Repl.], Section 28-4332), as well as its subsequent amendments, a combination of professional training and of years of teaching experience, are to be considered as the proper elements to be given credence in the formulation of such schedule * * *"

From the foregoing, it is apparent the salary schedule for a teacher of like years of experience and years of training, in an amount not less than the Minimum Salary Law, must be paid said teacher for nine months of service under said contract and that a proportionate additional amount of salary for the last three months, based upon the salary fixed in said schedule, must be paid the teacher who is on a twelve month's contract.

OFFICIAL OPINION NO. 42
August 10, 1964

Hon. Charles E. Bosma
State Representative
1950 Albany Street
Beech Grove, Indiana

Dear Representative Bosma:

Your letter of July 22, 1964, has been received requesting an Official Opinion on the following questions:

1. In a city of the fourth class such as Beech Grove can the mayor veto the selection made by a majority of the city council?

2. When a member of a school board has resigned and an appointment is made to the school board, is this appointment for the unexpired term or for a full term?

The City of Beech Grove, Indiana, is a city of the fourth class having a population of less than 58,000. As such, the