Dear Mr. Wilson:

Your letter of October 23, 1962, has been received and reads as follows:

"Request that an official opinion be issued on the question raised in the following, received from Superintendent Merritt H. Beck, Randolph Central School Corporation, Winchester, Indiana:

"I am requesting an official opinion on the sick leave days to be granted to all teachers in a reorganized school corporation. There seems to be some question about whether a teacher should receive 10 days or 7 days since this is a new school corporation.

"I know that each new teacher in the school corporation is to receive 10 days the first year and 7 days thereafter but what I want to know is whether all the teachers in the three corporations reorganizing are to get 10 days or 7 days since this is considered a new school corporation."

The Acts of 1959, Ch. 202, Sec. 9, as amended, as found in Burns' (1962 Supp.), Section 28-6120, Cl. (7), provides as follows:

"(7) The transfer of powers, duties, property, property rights, other assets, liabilities, contracts both as to rights and obligations, and all else connected with the transfer of authority from existing school corporations to the community school corporation shall take place at the time of the formation and creation of the community school corporations and are hereby declared vested in the community school corporations of that time."
Therefore, any reorganized school corporation assumes all assets and liabilities of the school corporations consolidated therein.

In an Official Opinion of this office, being 1959 O. A. G., page 244, No. 52, in construing the statute in question (Acts of 1945, Ch. 231, Sec. 2, as amended, as found in Burns' [1962 Supp.], Section 28-4333), said Opinion concludes:

"2. Teaching service in another school corporation in Indiana or elsewhere does not limit the eligibility of a teacher for ten days sick leave during the first year in a different Indiana school system, after August 1, 1959, for the reason that such teacher has at no time in the past been given credit for ten days sick leave for any year of service against the particular school corporation in which she may have been employed prior to this time. As above pointed out, a teacher is limited to one claim for ten days of sick leave for a 'first year' of service in a particular school corporation, but may on changing employment receive credit for ten days for her first year of employment in a new school corporation, providing she has not been so credited therein at some time since the enactment of the 1959 amendment to the statute."

From the foregoing, I am of the opinion a teacher is limited to one claim for ten days of sick leave for a "first year" of service in a particular school corporation so credited at some time since the enactment of the 1959 amendment to the statute. If a teacher has received such a ten day credit in one of the school corporations merged in the new reorganized school corporation, such teacher would not be entitled to any additional ten day credit since the sick leave accumulation in the old school corporation has been assumed by the new reorganized school corporation. If any teacher has not received such credit for such ten day sick leave in the sick leave assumed by the new reorganized school corporation, then and in that event, such teacher could still claim ten days of sick leave for such "first year" of service.