

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation act have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.

4700.

BOARD OF EDUCATION—NOT REQUIRED TO REHIRE TEACHER OR
ASSIGN REASON THEREFOR.

SYLLABUS:

A board of education is under no obligation to rehire a teacher for the public schools of its district, or give any reason for not so doing, after the term of service for which she has been hired has expired.

COLUMBUS, OHIO, October 24, 1932.

HON. V. F. ROWLAND, *Prosecuting Attorney, Cadiz, Ohio.*

DEAR SIR:—This will acknowledge receipt of your request for my opinion in answer to the following question:

“If a school board does not re-hire a teacher after hiring her for seven years is there any method of recourse open to her to either force them to re-hire her or give her some compensation? They have no fault to find with her teaching, etc.”

The appointment or employment of teachers in the public schools is controlled by statute. Section 7791, General Code, provides, generally, that no person shall be employed as a teacher in the public schools for a term longer than four school years nor for less than one year except to fill an unexpired term. Section 7705, General Code, provides specifically that in village and rural districts teachers shall be employed for terms not exceeding three years.

From your statement it appears that the teacher in question had been hired year after year or term after term, and that the aggregate of these terms of employment is seven years.

The law clearly contemplates that at the expiration of the term of service of a teacher who had been employed in accordance with the statute, that is, for a term not to exceed three years, in village and rural school districts, a new contract must be entered into for a teacher in the particular school but there is nothing in the law to require the re-employment of the former teacher. There is no law obligating a board of education to re-employ a teacher after the expiration of the term for which she was employed or to give any reason for not so doing.

Inasmuch as there is no obligation to re-hire a teacher after the expiration of the term covered by her contract of hire there of course is no way for the teacher to force the school board to re-hire her or to pay her any compensation other than what her former contract had called for. As no obligation exists to re-hire a teacher after the term of her employment has expired it would be an illegal expenditure of public funds on the part of a board of education to pay the teacher any extra compensation beyond what her contract called for.

Respectfully,

GILBERT BETTMAN,
Attorney General.

4701.

PRISONER—CONVICTED OF SEVERAL OFFENSES—SENTENCES RUN
CONSECUTIVELY UNLESS CONTRARY INTENTION EXPRESSED
BY COURT.

SYLLABUS:

Where several sentences are imposed for separate and distinct offenses after conviction thereof on several counts in the same indictment, the sentences run consecutively unless a contrary intention is expressed by the trial court in its judgment.

COLUMBUS, OHIO, October 24, 1932.

HON. ELMO M. ESTILL, *Prosecuting Attorney, Millersburg, Ohio.*

DEAR SIR:—This will acknowledge your letter of recent date which reads as follows:

“A defendant in a criminal case was convicted on eight separate counts of forgery of United States Treasury Bonds, under Section 13096, General Code, and was sentenced by the Common Pleas Court on each of these eight counts. All eight sentences of the Court were alike and the following is the sentence on the first count,

‘It is therefore the judgment and sentence of the Court upon the first count of the indictment that you the defendant _____, pay to the State of Ohio a fine of Three Hundred Dollars and that you be imprisoned in the Penitentiary of this State, at Columbus, Ohio, and be kept at hard labor, no part of said time to be kept in solitary confinement until legally discharged for the general term provided by law under Section 13096 of the General Code of Ohio.’

It was the intention of the Court that the defendant in this case should serve the eight sentences consecutively, however, the record is silent on that matter.

Under these facts, would these eight separate sentences of the Court operate cumulatively or consecutively?”

Your inquiry raises the question of whether the particular sentences imposed by the trial court run concurrently or consecutively. According to your letter, the trial court did not expressly provide that each of the said sentences was to