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1. TEACHER WHO HOLDS CONTRACT, VALID FOR SUCCEEDING SCHOOL YEAR—BOARD OF EDUCATION REQUIRED TO GIVE NOTICE ANNUALLY AS TO SALARY TO BE PAID—SALARY SHALL NOT BE LOWER THAN THAT PAID PRECEDING SCHOOL YEAR—PROVISO, UNLESS REDUCTION BE PART OF UNIFORM PLAN AFFECTING ENTIRE DISTRICT.
2. PLAN TO REDUCE SALARIES OF SOME TEACHERS IN SCHOOL DISTRICT, TO HAVE SOME SALARIES REMAIN THE SAME AND TO INCREASE OTHER SALARIES WOULD NOT BE A UNIFORM PLAN AFFECTING ENTIRE DISTRICT—SECTION 4842-9 G. C.

## SYLLABUS:

1. Under the provisions of Section 4842-9, General Code, each board of education is required to cause notice to be given annually, not later than July 1st, to each teacher who holds a contract valid for the succeeding school year, as to the salary to be paid such teacher during such year, and such salary shall not be lower than the salary paid during the preceding school year unless the reduction be part of a uniform plan affecting the entire district.

2. A plan whereby the salaries of some of the teachers in a school district would be reduced; the salaries of a proportion of the teachers remain the same; and the salaries of others be increased, would not constitute a uniform plan of reduction affecting the entire district as contemplated by Section 4842-9, General Code.

Columbus, Ohio, June 14, 1948

Hon. Russell C. Price, Prosecuting Attorney  
Wyandot County, Upper Sandusky, Ohio

Dear Sir:

I have before me your request for my opinion, reading as follows:

“I have been requested by the Board of Education of the Upper Sandusky Exempted Village School District to interpret Section 4842-9 of the General Code, related to teachers' salaries, particular reference being given to the following language:

‘Such salary shall not be lower than the salary paid during the preceding school year unless such reduction be a part of a uniform plan affecting the entire district.’

“It is the desire of the Board of Education to make a new salary schedule based on training, experience, and furtherance of training.

“Under the plan as proposed, the salaries of some of the teachers would be reduced, part of the salaries would stay the same and others would be increased. Practically all of the teachers affected are on continuing contracts.

“The specific question to which they seek an answer is this: ‘Where a Board of Education wishes to put into effect a new salary schedule, and affecting the entire school district, based upon education, training, and furtherance of training, can the salaries of a part of the teachers be reduced, part remain the same, and part increased?’

“I would appreciate a ruling from you in this matter.”

Section 4842-9, General Code, to which you refer reads in part as follows:

“Each board of education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding school year, as to the salary to be paid such teacher during such year. Such salary shall not be lower than the salary paid during the preceding school year unless such reduction be a part of a uniform plan affecting the entire district. But nothing herein shall prevent increases of salary after the board’s annual notice has been given.”

The provision of this section authorizing increases in salary to a teacher, but denying the right of the board to make any decrease except in the manner specified, appears to be part of the well established policy of the General Assembly. The same idea is emphasized in Section 4842-7, General Code, which requires the board of education of each district to enter into contracts for the employment of all teachers, and provides that such board shall fix their salaries, “which may be increased but not diminished during the term for which the contract is made except as provided in Section 4842-9 of the General Code.” The attitude of the General Assembly in this matter was emphasized by the enactment at the special session of the 97th General Assembly of an amendment to said Section 4842-7. In this amendment the legislature undertook to clear away all possible doubt as to the right of a board of education to increase such salaries even in a case where supplemental compensation for additional duties had theretofore been allowed, which extra compensation was to be discontinued

upon relief from such additional duties. There was added by this amendment the following language:

“In addition to supplemental salary payments as provided in this section, such boards of education may grant salary increases at any time without the imposition of additional duties.”

In construing Section 4842-9 *supra*, we note especially that the only circumstances under which the salary of a teacher may be decreased, is when such reduction is a part of a uniform plan affecting the entire district. This language is so clear as to leave little room for construction. Applying the familiar rule of interpreting words used in a statute according to their natural and normal usage, the word “uniform” certainly negatives the idea suggested in your letter that the plan of uniform reduction could be accomplished by reducing the salaries of some of the teachers, leaving part of them at the same figure, and increasing others. There would certainly be no uniformity about such a plan.

Let it be noted that the July 1 notice which is to be given to each teacher is only to be given to one “who holds a contract valid for the succeeding school year”. If he was employed on a limited contract, his contract of reemployment had already been made certain under Section 4842-8, General Code, by the 31st day of March, at which time unless the board has advised him of its intention not to reemploy him, he is automatically reemployed “at the same salary plus any increment provided by the salary schedule”. If he has a continuing contract status he is certainly in at least as favorable a position.

We should observe also that the language of said Section 4842-9 is not aimed at protecting the salary of a group or class of teachers, but rather that of the individual teacher. The notice to be given not later than July 1, is to “each teacher” as to the salary to be paid “such teacher”; and his salary is to be *not lower* than he received the preceding year unless there is to be a reduction which is part of a *uniform* plan affecting the entire district. If such plan is adopted, he along with other teachers must submit to it. The section deals with nothing except the question of salary, and in my opinion the “uniform plan” referred to can mean nothing other than a uniform *salary reduction* plan.

In specific answer to your question it is my opinion:

(1) Under the provisions of Section 4842-9, General Code, each board of education is required to cause notice to be given annually, not later than July 1st, to each teacher who holds a contract valid for the succeeding school year, as to the salary to be paid such teacher during such year, and such salary shall not be lower than the salary paid during the preceding school year unless the reduction be part of a uniform plan affecting the entire district.

(2) A plan whereby the salaries of some of the teachers in a school district would be reduced; the salaries of a proportion of the teachers remain the same; and the salaries of others be increased, would not constitute a uniform plan of reduction affecting the entire district as contemplated by Section 4842-9, General Code.

Respectfully,

HUGH S. JENKINS,  
Attorney General.