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TEACHER — SCHOOL — GEOGRAPHICAL LOCATION—3319.16
R. C.—NO “POLITICAL” LOCATION OF SCHOOL; COUNTY
vis-a-vis SCHOOL DISTRICT.

SYLLABUS:

The provision in Section 3319.16, Revised Code, for an appeal by a teacher affected by an order of termination of contract to the Court of Common Pleas of the county “in which the school is located” has reference to the geographical location of the school involved, regardless of the circumstance that the greater portion of the school district concerned may lie within the limits of another county.

Columbus, Ohio, January 22, 1957

Hon. Edward Mosser, Prosecuting Attorney
Harrison County, Cadiz, Ohio

Dear Sir:

Your predecessor’s request for an opinion, now before me for consideration, reads as follows:

“I am requesting information which concerns Section 3319.16 of the Revised Code of the state of Ohio, more specifically to the law contained therein governing the Court of Common Pleas to which a teacher who has received a Notice of Termination of Contract may appeal underneath the following set of circumstances. County X contains the X county school district under which school district there is the Y consolidated school district. The Y consolidated school district has a school house in a County Z for which it employs teachers. If a teacher who has received

notice of termination of contract appeals to the Court of Common Pleas, should he appeal to the Court of Common Pleas in County X in which the X school district is situated or should he appeal to the Court of Common Pleas in the county in which the school is geographically located? In other words, does the statute concerning the place where the appeal must be made refer to geographical location of school or political location of school?"

In Section 3319.16, Revised Code, we find the following provision here pertinent:

* * * "Any teacher affected by an order of termination of contract may appeal to the Court of Common Pleas of the county in which the school is located within 30 days after receipt of notice of the entry of such order. * * *"

By this provision it is quite plain that jurisdiction to entertain an appeal of this sort is fixed in the Common Pleas Court of the county "in which the school is located" without regard to the circumstance that such school is under the control of a board of education of a school district which geographically lies, in the greater part, in a county other than that in which the school is located.

Although you refer to the "geographical location" and to the "political location" of a school, I am unable to perceive any basis for the view that a school could be said to have a "political location" within a particular county. This is true for the reason that school districts are agencies of the state rather than of the county in which they lie in whole or in part, and such districts are in no sense political subdivisions of such counties.

For these reasons it is my opinion in specific answer to your inquiry that the provision in Section 3319.16, Revised Code, for an appeal, by a teacher affected by an order of termination of contract, to the Court of Common Pleas of the county "in which the school is located" has reference to the geographical location of the school involved, regardless of the circumstance that the greater portion of the school district concerned may lie within the limits of another county.

Respectfully,
WILLIAM SAXBE
Attorney General