

OPINION NO. 66-150

Syllabus:

1. The employment of the principal under a continuing contract from a local school board terminated when her resignation was accepted by the board.

2. After termination of her employment contract a principal must relinquish possession of the office, must remove her personal property, and must return any property of the school as soon as possible.

3. The school board is liable to pay the principal her regular salary up to the date of the termination of her employment.

4. Since the school board, before accepting her resignation, had granted her request for vacation, the school board is liable to pay the principal's vacation pay from the date of termination of employment until the closing date approved for her vacation.

To: Neil M. Laughlin, Licking County Pros. Atty., Newark, Ohio
By: William B. Saxbe, Attorney General, September 7, 1966

Your request for my opinion advises of the following situation:

An elementary school principal was employed under a five-year contract with continuing service status. The contract was effective in 1963 and called for eleven months' service for each year.

The principal tendered her resignation, effective April 25, 1966, and requested compensation for her unused vacation at her regular salary which, according to her calculations, would be sufficient to carry her from April 25 to July 1, 1966. She requested written verification of her resignation and of her request for compensation for her unused vacation time. The principal further demanded, since her unused vacation time would run one month beyond the end of the actual contractual period, an additional month's salary.

On May 4, 1966, the local board of education approved the "request for vacation until July 1, 1966," and accepted her resignation. The board also requested her to return all property of the school, relinquish all keys, and remove her personal property. On May 5, 1966, the principal received notice of acceptance of her resignation.

On June 4, 1966, the principal informed the school board that, since she had not been notified of the acceptance of her resignation and vacation request until May 5, she had worked two additional weeks and demanded two more weeks of pay at regular salary, in addition to her claim of an extra month's pay. She further informed the board that she would not remove any personal items or relinquish keys, and demanded the use of the school office until July 1, 1966.

You have posed the following questions:

"* * * whether the principal should relinquish possession of the office, remove personal property and return any property of the school immediately. Further, is the school board responsible for paying the additional two weeks before written confirmation was received by the principal as well as the additional one month's service at regular salary?"

The part of Section 3319.08, Revised Code, which regulates continuing contracts reads:

"* * * A continuing contract is a contract which shall remain in effect until the teacher resigns, elects to retire, or is retired pursuant to section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to teachers

holding professional, permanent, or life certificates." (Emphasis added)

The "principal" in your question is a "teacher" for the purpose of Section 3319.08, *supra*, because of the definition in Section 3319.09, Revised Code:

"As used in sections 3319.08 to 3319.18, inclusive, of the Revised Code:

"(A) Teacher means all persons certified to teach and who are employed in the public schools of this state as instructors, principals, supervisors, superintendents, or in any other educational position for which the employing board requires certification.

"* * * * *"
(Emphasis added)

The principal was still under continuing contract until she resigned. The resignation was effective from the date it was accepted, May 4, 1966. Once she had effectively resigned, how can any rights accrue under the employment contract? After acceptance of her resignation, she was no longer employed by the local school board, no longer entitled to regular salary, and no longer entitled to retain use or occupy any property of the local school board by virtue of her former continuing contract. Cf. Reinhard's Case, 10 Ct. Cl. 282 (1874).

The only question remaining concerns the principal's vacation. Since the board granted her vacation request "until July 1, 1966" without specifying a beginning date, she is entitled to vacation pay from May 5 to July 1, 1966. Cf. Opinion No. 2579, Opinions of the Attorney General for 1961, page 615, and Opinion No. 104, Opinions of the Bureau of Inspection for 1961.

Accordingly, it is my opinion and you are advised that:

1. The employment of the principal under a continuing contract from a local school board terminated when her resignation was accepted by the board.
2. After termination of her employment contract a principal must relinquish possession of the office, must remove her personal property, and must return any property of the school as soon as possible.
3. The school board is liable to pay the principal her regular salary up to the date of the termination of her employment.
4. Since the school board, before accepting her resignation, had granted her request for vacation, the school board is liable to pay the principal's vacation pay from the date of termination of employment until the closing date approved for her vacation.