

Section 5625-35, General Code, is applicable, but not so as to contracts incident to the *operation* of these improvements.

I am therefore of the opinion that contracts incident to the operation of a county sewer or waterworks system may not be entered into without the appropriation and auditor's certificate spoken of in Section 5625-33, General Code, excepting contracts with regular employes whose compensation is provided for by payroll. With respect to the current payrolls of regular employes in a county sanitary engineering department engaged in the service of a county in connection with the operation of a county sewer system or systems and a county water supply or waterworks system, appropriations must be made from which those payrolls are to be met, but the fiscal officer's certificate spoken of in Section 5625-33, General Code, is not necessary.

Respectfully,

GILBERT BETTMAN,

Attorney General.

4699.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE SAMUEL A. ESSWEIN HEATING AND PLUMBING COMPANY, COLUMBUS, OHIO, FOR CONSTRUCTION AND COMPLETION OF CONTRACT FOR COMBINED HEATING AND PROCESS STEAM SYSTEMS AND PLUMBING WORK FOR FOOD SERVICE BUILDING AT MIAMI UNIVERSITY, OXFORD, OHIO, AT AN EXPENDITURE OF \$16,821.00—SURETY BOND EXECUTED BY THE INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

COLUMBUS, OHIO, October 22, 1932.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for the Board of Trustees of Miami University, Oxford, Ohio, and the Samuel A. Esswein Heating and Plumbing Company of Columbus, Ohio. This contract covers the construction and completion of contract for Combined Heating and Process Steam Systems and Plumbing Work for a building known as Food Service Building, Miami University, Oxford, Ohio, in accordance with Item M-10, Item M-13 (Alt. M-B), Item M-15 (Alt. M-D), Item M-16 (Alt. M-E), Item M-17 (Alt. M-F), Item M-18 (Alt. M-G), and Item M-21 (Alt. M-J) of the form of proposal dated July 18, 1932. Said contract calls for an expenditure of sixteen thousand eight hundred and twenty-one dollars (\$16,821.00).

You have submitted the certificates of the secretary of the board of trustees of Miami University to the effect that there is available moneys from receipts of the boarding department of Miami University sufficient to cover the cost of erection of a food service building. You have also shown that the executive committee of the board of trustees of Miami University has authorized the construction of said building. In addition, you have submitted a contract bond upon which the Indemnity Insurance Company of North America appears as surety, sufficient to cover the amount of the contract.

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.