

2330.

APPROVAL, BONDS OF VILLAGE OF NEW BOSTON, SCIOTO COUNTY,
OHIO—\$92,000.00.

COLUMBUS, OHIO, September 12, 1930.

Retirement Board, State Teachers Retirement System, Columbus Ohio.

2331.

SALARY—EMPLOYEES OF BOARD OF EDUCATION—PRO-RATED OVER
TEN AND TWELVE-MONTH PERIOD BY RULE OF BOARD—
TWELVE-MONTH PLAN IS CHOSEN AND EMPLOYEE RESIGNS—
BASIS ON WHICH SAID EMPLOYEE MAY THEN BE PAID.

SYLLABUS:

Salaried employes of a board of education, which had in force a rule permitting those employes to choose whether or not their yearly salary should be spread over a twelve-month period or a ten-month period, who elect to be paid on the basis of a twelve-month year, may resign at any time during the year and lawfully be paid at that time the difference between what is then due them on the basis of a twelve-month year and what would be due them had they elected to be paid on the basis of a ten-month year.

COLUMBUS, OHIO, September 12, 1930.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—This will acknowledge receipt of your request for my opinion which reads as follows:

“Under the provisions of Section 7702 of the General Code, the board of education of a city school district employed a superintendent of schools for the period of five years, beginning on September 1st, at an annual salary of \$4,500.00. The superintendent received his salary on the regular teachers’ pay roll at the rate of \$187.50 on each semi-monthly pay roll. At the end of the school session, approximately June 1, 1927, the superintendent was paid the balance of the amount due up to September 1st; approximately, June 1, 1928, for the school year of 1928, he was paid in the same manner. He resigned as of January 15, 1929, having received \$187.50 on each teachers’ pay roll up to that time when he was paid \$720.39, the balance due him up to the date of his resignation, basing the amount upon the period in which the schools are in session rather than upon the year beginning September 1st.

Question: Was the superintendent entitled to be paid upon the basis of the number of months the schools were in session, or should he have been paid upon the basis of the year for which he was employed?

We are enclosing herewith a statement made by the clerk of the board of education of Chillicothe, showing the date, the number of the warrant, and the amount of each payment made to the superintendent during his entire employment, beginning in September, 1923, and continuing to January 15,