



Genine
Attorney General
STATE CAPITOL
Phoenix, Arizona 85007

Robert R. Corbin

February 29, 1980

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ARIZONA ATTORNEY GENERAL

John Price
Law Office of John Price
First National Bank Financial Center
4400 East Broadway, Suite 800
Tucson, Arizona 85711

Re: I80-028 (R80-033)

Dear Mr. Price:

Pursuant to A.R.S. § 15-122(B), we decline to review your January 24, 1980 opinion addressed to the superintendent of the Sunnyside Unified School District concerning the rights of teachers pursuant to the district's Attrition Guideline. We believe that A.R.S. § 15-436(B), shielding the board from personal liability when relying upon the Attorney General's written opinion, applies equally to board action taken in reliance on a County Attorney's opinion which we have declined to review pursuant to A.R.S. § 15-122(B).

Sincerely,

A handwritten signature in cursive script that reads "Bob Corbin".

BOB CORBIN
Attorney General

BC/mm

LAW OFFICES OF
JOHN PRICE
FIRST NATIONAL BANK FINANCIAL CENTER
4400 EAST BROADWAY, SUITE 800
TUCSON, ARIZONA 85711
TELEPHONE (602) 795-8630

R80-033

January 24, 1980

Lewis T. Sorensen
Superintendent
2236 East Ginter Road
Tucson, Arizona 85706

Dear Lew:

On Monday, January 21, 1980, we discussed over the telephone your Attrition Guideline and what rights a teacher would have under said Attrition Guideline if:

1. The teacher left the District during the contract year and did not complete her contract with the School District; and

2. The teacher went on leave of absence, without pay, during the contract year. I have reviewed your Attrition Guideline, and I note that it states:

"Through monies recovered as a result of attrition, the Sunnyside School Board will provide an addendum to the 1979-80 contracts."

Clearly, the Attrition Guideline is therefore a part of the 1979-80 teacher contracts.

I have reviewed your 1979-80 Teacher Contract (Form SSR28-78), and I quote from said Contract concerning the contract period the following:

"...for the period commencing on the 23rd of August, 1979, and ending on the 30th of May, 1980."

The Contract also provides for payment of the amount "for the term of this contract" based on "...services, satisfactorily performed..."

Where a teacher has unilaterally terminated the contract and left the School District before completion of the term of the contract, I do not believe that the teacher is entitled to any additional salary under "Attrition Guideline" if the teacher unilaterally, without approval

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Lewis T. Sorensen

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of the Board of Education, breached the contract by leaving the District prior to February 1, 1980, and not performing the services for the full term of the contract. In this respect, the Attrition Guideline provides:

"The addendum will be calculated on the basis of the amount of money recovered as of February 1, 1980, or as soon thereafter as possible."

If the teacher is on an authorized leave of absence with pay such as is provided under A.R.S. Section 12-255 for compulsory leave of absence (certified teacher is charged with any criminal offense), that type of leave of absence would not deprive the teacher of the additional pay under the Attrition Guideline. I do not know of any other type of leave of absence that could be granted by the Board of Education with pay, but if such leave of absence does in fact exist, then any teacher on such other type of leave of absence with pay would also be entitled to additional compensation as provided under the Attrition Guideline.

For any leave of absence without pay that took effect prior to February 1, 1980, it is my opinion that the teacher would be entitled to a prorata portion of the additional pay under the Attrition Guideline, the same being calculated by determining what that teacher would have received under the Attrition Guideline for the entire contract year and reducing that amount to a fraction wherein the numerator would be the number of teaching contract days for which the teacher received pay and the denominator would be the total teaching contract days for the 1979-80 contract year.

I am forwarding a copy of this letter to the Attorney General for his concurrence or revision.

Sincerely yours,

LAW OFFICE OF JOHN PRICE

/s/ JOHN PRICE

John Price

JP/dl

cc.: Bob Corbin
Arizona Attorney General

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