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June 25, 1985

John H. Lyons
Udall, Shumway, Blackhurst, Allen,
Lyons & Davis, P.C.
30 West First Street
Mesa, Arizona 85201

RE: I85-084 (R85-068)

Dear Mr. Lyons:

Pursuant to A.R.S. § 15-253.B, we concur with the opinions expressed in your letter to Dr. James Zaharis of the Mesa Public Schools in which you conclude that A.R.S. § 15-538.01(A) requires only that a part-time teacher with continuing status be offered a part-time contract for the ensuing school year.

Sincerely,

STEVEN J. TWIST
Chief Assistant
Attorney General

SJT:TLM:lsp

LAW OFFICES

UDALL, SHUMWAY, BLACKHURST
ALLEN, LYONS & DAVIS, P.C.

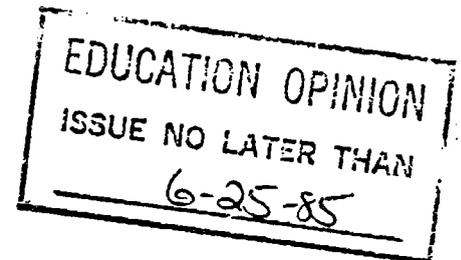
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April 23, 1985

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Dr. James Zaharis
Mesa Public Schools
549 N. Stapley Drive
Mesa, Arizona 85203

Re: Contract Renewal of Part-time Teachers

Dear Dr. Zaharis:

In 1984, the Legislature amended A.R.S. §15-502(D). The new version provides that a continuing teacher who is employed under contract on a part-time basis for at least forty per cent of the time does not lose continuing teacher status. A.R.S. §15-538.01(A) provides every continuing teacher with the automatic renewal of his or her contract unless the district chooses to dismiss the teacher pursuant to A.R.S. §15-539.

The question presented is what type of contract for the next school year must be offered the part-time teacher who retains continuing teacher status: a part-time contract or a full-time contract? A.R.S. §15-502(D) provides no guidance. A.R.S. §15-538.01 states, in relevant part:

"...the governing board shall...offer to each continuing teacher under contract of employment with the school district for the current year a contract renewal for the next ensuing school year..."

The operative phrase is "a contract renewal." This language implies a renewal of the contract then in existence for the current school year. Therefore, the new contract must be similar to the existing one. If the statute is construed to require the offer of a full-time contract to a part-time teacher the word "renewal" is rendered meaningless. Such results are to be avoided.

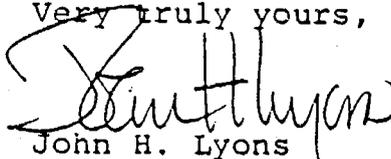
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Furthermore, it is highly unlikely that the Legislature intended to compel school districts to hire more full-time teachers than the district needs. This would unquestionably be the case if every part-time teacher who had previously achieved continuing teacher status had to be offered a full-time contract for the next school year. The teacher tenure statutes are intended to provide teachers with job security by freeing them from possible political and personal overtones inherent in changes of administration and in changes on the board of education. This goal is adequately fulfilled by the offer of part-time contracts without putting school districts in the bind of having to hire more teachers than necessary.

In conclusion, therefore, the statutes require only that a part-time teacher with continuing status be offered a part-time contract for the next year. No full-time contract need be offered.

Very truly yours,



John H. Lyons

JHL/ba