

Teachers' Contracts—Holidays.

A teacher employed under a contract providing for a certain number of days of actual teaching would not be required to make up for time lost because of holidays. See Section 807 of the School Law.

July 27, 1918.

Miss May Trumper,
Superintendent of Public Instruction,
Helena, Montana.

Dear Miss Trumper:

You have handed me a printed form of a teacher's contract which provides for 180 days of actual teaching, and you have requested my opinion upon the question of whether or not such contract necessitates a teacher's making up all lost time because of holidays.

Section 807 of the School Law, Chapter 76 of the 1913 Session Laws, is as follows:

"In every contract between any teacher and board of trustees, a school month shall be construed as twenty school days, or four weeks of five days each, and no teacher shall be required to teach school on a legal holiday, and no deduction from the teacher's time or wages shall be made by reason of the fact that a school day happens to be a legal holiday. Any contract made in violation of this section shall have no force or effect as against the teacher."

Every contract for the employment of a school teacher must be made in accordance with the laws of the State at the time of its execution and into such contract there must be read the several provisions of the School Law. It seems to me that in accordance with the express provisions of the above mentioned section of the School Law, a teacher employed under such a contract would not be called upon to teach upon legal holidays and that she would not be required to make up for such time or to teach extra days on account of there being no school held on legal holidays.

Respectfully,

S. C. FORD,

Attorney General.