

Opinion No. 44-4589

September 26, 1944

BY: C. C. McCULLOH, Attorney General

TO: Mrs. Georgia L. Lusk, Superintendent of Public Instruction, Department of Education, Santa Fe, New Mexico

We have your letter of September 23, 1944 wherein you request an opinion concerning the status of a teacher who signed a notification of re-election at the close of the last school term. She was further sent a contract with the request that it should be returned by June 15th which, however, was not returned. She was later requested to acknowledge the contract in some way and in response to such request stated that she had lost the contract, and further stated that she was accepting it. An offer was made to make a new contract which, however, was not done upon the suggestion that the teacher felt that she could find the first one.

In my opinion the provision of Section 55-1111 of the Supplement to the New Mexico 1941 Compilation in effect cause the automatic renewal of the employment for the ensuing year upon the acceptance of the re-election. The fact that the contract was not actually signed would not have the effect of defeating the statutory renewal of employment. This contract should be executed and should have been executed not later than 10 days before the opening of the school term. However, due to various circumstances this was not done and a contract should now be tendered to the teacher, and if she should sign the contract, her status is fixed. If she should refuse to sign the contract, she may, of course, be discharged and another teacher could be hired to fill the vacancy created.

Hoping the above fully answers your question, I am

By HARRY L. BIGBEE,

Asst. Atty. General