

# MAINE STATE LEGISLATURE

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July 28, 1947

E. E. Roderick, Deputy Commissioner & Director of Teacher Preparation,  
Department of Education

Re: Contracts between State Department of Education  
and Municipalities in which are located State  
Teacher Training Institutions

Dear Mr. Roderick,

I have your memo of July 22nd, stating that a joint meeting was recently held between the Farmington municipal officers, superintending school committee and representatives of the Farmington State Teachers College and Normal School and Teachers' College Trustees, relating to a contract under which you have been operating and which was approved as to form on January 25, 1946, by this department, a copy of which is attached to your said memo. You call my attention to the terms of paragraphs 3, 4, 5 and 6.

Paragraph 3 relates to cost where additional teachers beyond the ten mentioned shall be employed, either for regular work or for special courses, as art, music, etc. The State will undertake to assume 60% of the same, and the town 40%, in addition to the main contract.

Paragraph 4 of said contract has to do with the management and control of the school by a joint arrangement of the local school officials and the board of trustees, with a clause that the statute provides that the schools of the town shall be under the authority of the superintending school committee who shall make reasonable rules and regulations consistent with the welfare of the school, but shall not do violence to the laws of the State.

Paragraph 4 further provides that the school hours and the school day shall be fixed by the school committee, but the vacations shall conform with those of the Teachers' College.

Paragraph 5 provides that the teachers shall be recommended for election jointly by the superintendent of schools and the president of the Teachers' College, and their election shall be subject to the confirmation of the school committee of the town, the control of the superintending school committee in this respect conforming in all particulars to the provisions of the statutes; and that after election by the school committee, the teachers shall be approved by vote of the Board for Teachers' College and Normal School Trustees.

Paragraph 6 of the contract provides that the course of study shall conform in content and arrangement to the State course of study, or as jointly agreed upon by the Teachers' College president, the superintendent of schools and his committee, subject to the approval, as required by law, of the Commissioner of Education.

You further state in your memo that for the purpose of giving students who are preparing to teach actual experience in the classroom, the several schools in the W. G. Mallett Building, located in the town of Farmington and known as the Campus School Building, shall be open to the use of these students for observation and practice teaching under stipulated conditions, and the State agrees to pay all the salaries of these teachers and also to pay the janitor for his services, these being considered State employees, entitled to the emergency increase and to membership in the State Employees' Retirement System.

In return for this service, the Town of Farmington is to have its children instructed for the flat sum of \$8,300 per year, plus 40% of the cost of all teachers in excess of ten. The State provides janitor service, fuel, textbooks, supplies and minor repairs not to exceed \$1,000 per year.

You state that it is not the desire of the State to usurp any authority which the local superintending school committee may enjoy under the terms of the public school law. However, you cannot operate a student practice school properly without the State's having some right or say in the management of such an institution. Your contention is that since the Town of Farmington provides the school building, or capital outlay, and for a certain specified amount is given the instruction necessary to meet the requirements of law, it is not abrogating any of its prerogatives when it enters into a joint agreement with the trustees in the selection of teachers who are to teach under this plan; and you inquire as to whether your contract with Farmington is legal and what my interpretation is of the legality of the terms of this contract, that you may be guided for the contracts which will soon be entered into for the school year of 1947-48.

I understand that under this contract the State Department of Education has allocated in the past the town's regular

subsidy for teachers not serving the State in this capacity, \$338.35 per teaching position, in the Town of Farmington; that these critic teachers have been considered as State employees and have received from the State the cost-of-living adjustment, amounting to \$374 per year in addition to their base pay, and have been allowed the benefits of the State Employees' Retirement System.

I recall that when I was a member of the Senate in the 1943 Legislature, the question of suspending the operations of the normal schools in the State for the duration of the war was brought up, and the 1943 Legislature enacted an emergency law which became effective on March 20, 1943, when approved by Governor Sewall, and will be found in Chapter 147 of the Public Laws of 1943. This was an amendment to Section 185 of Chapter 19, R. S. 1930, and in this statute the legislature recognized the existence of contracts for student teaching facilities between the State and the municipalities in which these normal schools were located and it provided that when this emergency legislation was effective, when these contracts could not be carried out, the board of Normal School Trustees were given authority to adjust these contracts with the local superintending school committees. It further provided that employees then in service and enrolled under the State Employees' Retirement Act should not be required to forfeit any time or benefit to which they might be entitled, provided they returned to their previous pension status upon the expiration of the emergency or were sooner transferred to another Maine teacher-training institution.

In view of the fact that the legislature has recognized these contracts for student teaching facilities between the State and the municipalities in which these teaching institutions are located, the Attorney General's Department must therefore recognize the legality of these contracts, and I am of the opinion that the contract between the Board of Trustees for Teachers Colleges and Normal Schools, and the Town of Farmington, dated February 16, 1946, is legal and does not violate any of the statutes of Maine in this regard.

I have before me a copy of the vote taken relative to the Mallett School contract by the Town of Farmington at its special town meeting on July 14, 1947, as recorded by the Town Clerk, which reads as follows:

"Voted to authorize the Board of Selectmen and the Superintending School Committee to negotiate a contract with the State (Department of Education) for the training of teachers at the W. G. Mallett School, the control and management of the school and election of teachers to be in accordance with the laws of the State governing the management of public schools and election of teachers by the Superintending School Committees."

Subsection V of Section 78 of Chapter 37, R. S. 1944, authorizes the superintendents of schools to nominate all teachers subject to such regulations governing salaries, qualifications of teachers, etc., and to employ teachers so nominated, etc., as he may deem proper, subject to the approval of the school committee. There is nothing in this statute which authorizes the board of selectmen to join with the superintendent of schools and the superintending school committee to enter into contracts for employing teachers, etc., but I think it is a wise idea for the town to authorize the board of selectmen and the superintending school committee to negotiate these contracts with the State Department of Education for the training of teachers.

In interpreting subparagraph V of Section 78, relating to the superintendent of schools, I will say that he only nominates these teachers, subject to such regulations and qualifications as the superintending school committee shall make. If the superintendent of schools sees fit to nominate these teachers, in the management of the Campus School at Farmington State Teachers' College, and enter into a contract the same or similar to the one dated February 16, 1946, it would not be doing violence to any of the laws of the State of Maine.

Under this vote, as passed at the special town meeting in Farmington, July 14, 1947 and as recorded by the town clerk, if the board of selectmen and the superintending school committee do not see fit to enter into a contract with the State for the management of the Campus School at the Farmington State Teachers' College, it seems to me that the Department of Education and the trustees of the Teachers' College would be justified in making other arrangements for the purpose of giving students who are preparing to teach, actual experience in the classroom; but I assure you and the superintendent of schools and the superintending school committee and the board of selectmen that they have nothing to fear in entering into a similar contract as the one executed last year.

Sincerely,

Ralph W. Farris  
Attorney General

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