

MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calendar years

1959 - 1960

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January 13, 1960

To: Francis G. Buzzell, Chief of Division of Animal Industry, Agriculture
Re: Maine State Fair — Lewiston — Capital Improvement Fund

I have your request for the answer to the following three questions concerning disbursements under Chapter 32, R. S. 1954.

1. Would any money which might be due the Maine State Fair Association continue, even though the fair is operated by a different organization?
2. If future improvements were made which would qualify, would reimbursement have to be made to the Maine State Fair Association, or to a new organization running the fair?
3. Would the Maine State Fair lose any credits it might have if the property were leased to another group?

In reference to your first question, the money which is now due the Maine State Fair Association would be paid to them or to the new organization depending upon the agreement set forth between them. This would be true unless the new organization could not qualify for the stipend by its own right, in which case they would not be entitled to the money.

If future improvements were made which qualified, the payment would run to the organization operating the fair if they qualified for the stipend.

The answer to number 3 is contingent upon the agreement referred to in the answer to number 1. In general, the Maine State Fair Association would not lose any credits. An agreement might serve as an assignment of these credits to another qualified group.

GEORGE A. WATHEN
Assistant Attorney General

January 19, 1960

To: The Honorable Joseph T. Edgar
Speaker of the House
State House
Augusta, Maine

Dear Mr. Edgar:

This letter is in response to your oral request for an explanation of State benefits with respect to the salary of a superintendent of a school union.

It appears that several unions, each with a superintendent, joined into one union with a single superintendent. While before such latest grouping each superintendent was paid a benefit by the State, now a benefit for only one superintendent is being paid.

Question: You ask if such payment of benefits on the basis of the employment of one superintendent only is in violation of the law which provides that there will be no loss of support because of a reorganization of unions.

Answer: It is our opinion that payment of State benefits to the single superintendent under the circumstances above related would not be in violation of the statutes.

We believe you are referring to section 77, subsection III, and section 80 of Chapter 41, Revised Statutes 1954 as amended.

Section 77, subsection III, reads as follows:

“On presentation of a written plan of organization which has been approved by the superintending school committees of the towns involved, the Commissioner and the State Board of Education are authorized to combine 2 or more school unions, or parts thereof, into a larger supervisory unit administered by a superintendent of schools and staff assistants, who may be employed by the joint committee as provided in section 79, and the Commissioner shall have authority to adjust disbursements for supervision so that there will be no loss in state support because of the reorganization.”

Section 80, Chapter 44, after providing for a certificate from the district to the Commissioner annually, and whenever a superintendent is chosen, further provides, “upon approval of said certificate the superintendent so employed shall, on presentation of proper vouchers, receive monthly out of the sum appropriated for superintendence of towns comprising school unions, a sum equal to the aggregate sum paid by the towns comprising the union. The amount so paid to any superintendent of schools shall not exceed \$1,350 in one year nor shall any superintendent of schools receive less than \$1,150 per year . . .”

Both section 77, subsection III and section 80, deal in part with the same matter — the appropriation of funds and their expenditure for superintendence.

As a principle of statutory construction, all sections relating to the same subject matter should be read together, and if possible in such a manner as to give effect to each such section.

It appears to us, reading section 77, subsection III and section 80 together, that a superintendent shall receive from the appropriation for superintendence not more than \$1,350 nor less than \$1,150 each year, and that upon a regrouping of unions no superintendent will suffer a loss of payments under section 80 because of such regrouping. Any benefits contained in section 77, subsection III, or section 80, would of necessity be available to a superintendent only during the period of his contractual agreement with the union, as hereafter indicated.

As an example of a situation where section 70, subsection III would be applicable, we suggest the following:

Conceivably, parts of a union or parts of two or more unions could be grouped into another union which would result in the employment of an additional superintendent. The statute in question, section 77, subsection III, would maintain the sum received by the superintendent from whose union parts were taken, without regard to the size of the diminished union, or to a diminished salary. Such has been the interpretation

over the years. Never has the section been used to either pay one superintendent more than the maximum amount authorized by statute, or to grant such sum to any body or person other than a superintendent. Of course, the amounts established in section 80 are now ancient and the variance between the figures, not less than \$1,150 nor more than \$1,350, is no longer realistic. Each and every superintendent in the State, we are advised, now makes sufficient money in his basic salary to entitle him to the greater amount of \$1,350.

Thus, if it appears that each of the superintendents associated with the union receives \$1,350 from the appropriation for superintendence, then the statute would be complied with.

It would seem that out of long custom no superintendent should be in a position to complain. The Revised Statutes of 1954, Chapter 41, section 77, provided that "regrouping shall be made only upon the expiration of the current contract of the superintendent or under conditions which will safeguard the provisions of such contract." Subsequently this provision was repealed. However, in an opinion from this office dated December 10, 1957, it was said:

"While the provision that "regrouping shall be made only upon the expiration of the current contract of the superintendent or under conditions which shall safeguard the provisions of such contract" contained in the Revised Statutes of 1954 was eliminated in the new law, still, such provision should still be complied with. It is a general principle, without legislation, that the State shall not pass any law impairing the obligation of the contract. It is also imperative that State officers take no action under a law that would have the effect of impairing the obligation of the contract. Thus the contract of the superintendent must be handled in a manner that contemplates the new town in a union, or the adjusting of the units should await the termination of the superintendent's current contract."

We have been advised by the Department of Education that the one superintendent who may have been concerned with these statutes has left the State and that such regrouping was finally accomplished at the expiration of that superintendent's contract.

For the above reasons we conclude that there has been no violation of the law in respect to the manner of payment of benefits under section 80, chapter 41.

Very truly yours,

JAMES GLYNN FROST
Deputy Attorney General

January 20, 1960

To: Frank S. Carpenter, State Treasurer

Re: Executive Council — Pay during Legislative Sessions

In answer to your oral request as to the amount to be paid to members of the Executive Council during this Special Session, it is our opinion