

MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calender years

1961 - 1962

June 9, 1961

To: William E. Schumacher, M.D., Director of Bureau of Mental Health

Re: Ruling on New Commitment Law, C. 303, P.L. 1961

This is with reference to your memo of June 1, 1961 regarding the above subject.

Any valid commitment made prior to the effective date of the new commitment law would still be valid. A law changing procedure does not invalidate legal procedure taken under a former law.

GEORGE C. WEST

Deputy Attorney General

June 15, 1961

To: Kermit S. Nickerson, Deputy Commissioner of Education

Re: Vocational Training under Grants-in-Aid

You inquire whether or not the State has authority to accept federal grants-in-aid for vocational training. The authority to accept such federal grant-in-aid is granted to the Governor with the advice and consent of the Council, R. S. 1954, c. 11, § 15. This same section empowers the Governor to take such necessary action to carry out the provisions of the federal law.

RICHARD A. FOLEY

Assistant Attorney General

June 15, 1961

To: Asa Gordon, Coordinator of Maine School District Commission

Re: Status of Teacher and Assistant Principal

This is in answer to your request for an opinion dated May 26, 1961.

As I understand it, an employee of the Town of Livermore Falls employed as a teacher and assistant principal for some twenty (20) years has been assigned the duty of principal. The school committee in assigning the principalship has attempted to put the principal on a probationary contract under R. S. 1954, c. 41, § 87, sub-section V.

I am of the opinion that under Section 87 of the law, the principal is included within the definition of teachers and that since he has served some twenty years in the school system of Livermore Falls, he should be considered as having served his three-year probationary period and he is now on a two-year continuing contract until a six months written notice is given by the school committee of the termination of his contract.

RICHARD A. FOLEY

Assistant Attorney General