

MAINE STATE LEGISLATURE

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Formation of School Administrative District; Carry-over of Tuition Contract.

FACTS:

In January, 1966, the municipality of LaGrange executed a 5-year contract with the City of Old Town for the education of certain of LaGrange's secondary school pupils. 20 M.R.S.A. § 1289. Recently, the Town of LaGrange, at a special town meeting, directed its superintending school committee to file an application with the State Board of Education concerning the joining of School Administrative District #41. 20 M.R.S.A. § 222. At a joint meeting of the Old Town school committee and the LaGrange school committee, the parties to the reference tuition contract were unable to agree to rescind the contract.

The State Board of Education has made a study of LaGrange's application to join School Administrative District #41, and the Board is presently preparing an agreement for presentation to the District voters and to the LaGrange voters. Ibid.

QUESTIONS:

1. Should the State Board of Education's agreement contain language recognizing the existence of the subject contract between LaGrange and Old Town?
2. If LaGrange subsequently becomes a part of School Administrative District #41 while the reference contract is in existence, does the School Administrative District have an obligation to recognize the provisions of the agreement?

ANSWERS:

1. Yes.
2. Yes.

REASONS:

The Constitution of the State of Maine, Article I, Section 11, provides that the legislature shall pass no laws impairing the obligations of contracts. So it is that the laws relating to

public schools in the State of Maine contain no proviso to the effect that a tuition contract is to be cancelled by operation of law whenever a party-municipality joins a School Administrative District. The spirit of the laws relating to the organization of school administrative districts is that contractual obligations shall be transferred from the municipality to the district. 20 M.R.S.A. § 217 and 224.

It is generally decided that school boards may bind their successors through the execution of valid contracts.

"Although it has been said that a public school board or officers cannot enter into a school contract so as to limit the discretion of their successors, contracts which were valid when made are binding on the successors of the board or officers making them, except where the contract is not for a necessary matter, or is for an unreasonable length of time or where fraud attaches. * * * ." 78 C.J.S., Schools and School Districts, § 278.

The reference contract appears to be a necessary matter; it is not for an unreasonable length of time; nor is it couched with fraud.

In conclusion, the State Board of Education's agreement should contain language giving recognition to the existence of the contract between LaGrange and Old Town.

We do not in any way indicate what the obligations of the contract are, if any; it is not our intention to interpret the provisions of the agreement.

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Assistant Attorney General

JWB/eh