

vised and accredited by the proper officers of the state.

August 20, 1948

Miss Elizabeth Ireland
Superintendent of Public Instruction
Capitol Building
Helena, Montana

Dear Miss Ireland:

You have requested my opinion concerning the authority of a Montana school district to operate and maintain a school located on United States government property.

You advised me that the contractor who is constructing a dam for the government must, under his agreement, provide education for the children of his employes and the children of government employees. The construction of a school building is also a part of the contractor's obligation.

You also state that a lease for the school site and building could be made to the district in the event the board of trustees deemed such an arrangement advantageous and to the best interests of the district.

Sub-section 8 of Section 1015, Revised Codes of Montana, 1935, as amended, makes it the duty of school trustees to acquire sites for school houses which the district will own. This would, by implication, permit the leasing of land for the use of such schools and would also allow the district to operate a school on land to which a formal lease has not been given. Section 1008, Revised Codes of Montana, 1935, as amended by Chapter 206, Laws of 1939 provides for notice to the trustees by the owner of land of the termination of the use by the district of school sites "used by will or suffrance." By such enactment it would appear our legislature has recognized that schools have been located and operated on land to which the district had rights that were less than a freehold or leasehold interest. However, it would be advantageous to school districts always to have a deed or a written lease in such instances, and thus avoid uncertainty as to the districts rights.

In your letter you state that the contractor must, under such an ar-

Opinion No. 134

School District—School Site—School Trustees—United States Government Land

Held: A school district has the authority to operate and maintain a school located upon ground which has been leased to it by the United States government and the students attending such school will receive full credit for their work as in any public school of this state, if the school is super-

rangement, pay to the district tuition charges for the education of employees' children. Sub-section 3 of Section 1015, Revised Codes of Montana, 1935, as amended, grants the power to school trustees "to determine the rate of tuition of non-resident pupils." It will, therefore, be a subject for negotiation between the school trustees and the contractor of the amount of the tuition charged.

I further understand that under the contract of construction, the contractor has obligated himself and his bondsmen to provide a school building or buildings, the heat, light and all necessary equipment, as well as the necessary instructional staff; in fact, to provide at his own expense a school that will in all respects meet the standards and qualifications required by our state laws of all public schools for all of the school children who have accompanied their parent, guardian or legal representative, who are employed by the contractor in or about the dam and the works.

The school contemplated will be operated within the boundaries of the school district and will be used primarily for the children of employees, yet the location of the school site on government land should not preclude the school district from exercising its supervisory powers, if it is determined by the board of trustees to be more advantageous to the district to assume such responsibility and relieve the contractor thereof.

It is, therefore, my opinion that a school district has the authority to operate and maintain a school located upon ground which has been leased to it by the United States government and the students attending such school will receive full credit for their work as in any public school of this state, if the school is supervised and accredited by the proper officers of the state.

Sincerely yours,
R. V. BOTTOMLY,
Attorney General