

Opinion No. 13-1023

April 23, 1913

BY: FRANK W. CLANCY, Attorney General

TO: Dr. Frank H. H. Roberts, Las Vegas, N. M.

NORMAL UNIVERSITY OF LAS VEGAS.

As to whether Normal University can enter into contract to hold a joint county teachers institute.

OPINION

{*187} I have had your letter of the 19th inst. with enclosures for three days, having had no opportunity to consult the State Department of Education until yesterday afternoon.

You enclose with your letter copy of authority from the state superintendent to R. S. Tipton, county superintendent of Otero county, to hold a joint county teachers' institute, or institutes, with the county superintendent for Grant County, or with the county superintendent of San Miguel County, or jointly with both, under Section 6 of Chapter 97 of the Laws of 1907; also a letter from Mr. Tipton addressed to the superintendents of Grant and San Miguel Counties and another from him to you with contracts to be signed by you and your county superintendent. You inquire whether the Normal University can enter, directly or indirectly, into these contracts and whether they can guarantee to the superintendent of San Miguel County that they will carry out, through him, the contract written on the back, and whether any funds of the institute or normal school can be used in accordance with the agreements.

Perhaps I do not quite understand the full scope of your inquiry. The contracts do not appear to call for any participation therein of the Normal University. The parties to the proposed contracts are {*188} the county superintendents, as such, and you, personally, as institute conductor and the contract on the back, to which you refer, is to the effect that teachers who attend the institute held under the contract shall be provided with board and room at a price not to exceed \$ 10.00 for the two weeks, and further that you agree to arrange with the railroads for a railroad fare not to exceed one and one-third fare for the round trip, and guarantee the same. As drawn, these things do not appear to be, in any way, a contract of the Normal University.

I notice, however, in Mr. Tipton's letter to the two county superintendents a statement that it is understood that the conductors will refund to the teachers of Otero County, a sum equivalent to the amount paid to them by that county, although this is not embodied in the contract. This statement seems to mean that whatever money is paid to you, as conductor, by Otero County under the institute contract must, by you, be paid over to the teachers of Otero County, and I understand that the same arrangement is to be

made as to Otero County teachers who attend the joint institute in Grant County, but that is certainly not a matter which appears to concern the Normal University in any way.

I notice also at the end of Section 5 of Chapter 121 of the Laws of 1909, that the state board has the power to waive the holding of any county normal institute in counties where authorized summer schools are held. Has this any connection with the matter now under consideration?

It seems to me that there must be something more than I can learn from the papers you have sent, which I will hold until I hear from you again.