

Therefore, I do not believe the title of Chapter 177 of the Acts of 1947 in any way controls the discretionary authority given a police officer to accept or reject the maximum number of hours he is permitted to work in any day, week or year.

OFFICIAL OPINION NO. 45

August 14, 1947.

Mr. Ben H. Watt, Superintendent,
Department of Education,
227 State House,
Indianapolis, Indiana.

Dear Sir:

Your letter of July 22, 1947 received requesting an official opinion on the plan outlined in an enclosed letter from the County Superintendent of Schools, Vevay, Indiana, which reads as follows:

“Under the 1947 Acts of the Indiana General Assembly, Chapter 273, the Non-Profit School Building Corporation Act, we are considering four townships, A, B, C, and D in our county in Indiana.

“Because of the terrain of the county and other factors, we need three eightroom schools for these four townships. A and B together need a school in which A will furnish one-third the pupils and B two-thirds. A and C need a school in which A will furnish one-half the pupils and C one-half. C and D need a school in which C will furnish one-third the pupils and D two-thirds.

“QUESTION: Under the above named act, is it possible for these four townships to build these three schools, A and B uniting for one school, A and C for one school, and C and D for one school, in each case each corporation to pay its pro-rata share of the costs?”

Section 1 of Chapter 273 of the Acts of 1947 provides in part as follows:

“That any school corporation shall have the power to lease a school building or buildings for the use of such school corporation or of any joint or consolidated school district of which it is a part or to which it contributes: * * *

“* * *

“If two or more school corporations propose to enter into such a lease contract jointly, then joint meetings of the boards of school trustees, advisory boards or other body or bodies having control may be held but no action taken shall be binding on any such school corporation unless approved by a majority of the body representing such corporation. Any lease contract executed by two or more school corporations as joint lessees shall set out the amount of the aggregate lease rental to be paid by each, which may be as agreed upon, but there shall be no right of occupancy by any lessee unless the aggregate rental is paid as stipulated in the lease contract. All rights of joint lessees under the lease contract shall be in proportion to the amount of lease rental paid by each.”

Under the foregoing provisions of said statute, it is clear the legislature has authorized two or more school corporations to enter into such a proposed lease contract jointly. In my opinion, from the way the plan is set up for the use of three school buildings by four township school corporations, the lease contract as to each building would be separate. Such joint leases are authorized by said statute.

It is pointed out that the foregoing statute does not authorize school corporations entering into such joint leases to operate such school as a joint school or consolidated school, but only authorizes them to enter into a joint lease for the purpose of having a joint school building available for the respective uses for school purposes of each of the school corporations entering into such joint lease.