

OPINION 31

OFFICIAL OPINION NO. 31

October 17, 1969

Hon. Richard E. Shank
Rural Route 1, Box 337-L
Elkhart, Indiana 46514

Dear Representative Shank:

This is in response to your request for an Official Opinion on the interpretation of Acts of 1947, Chapter 276, as amended, and found in Burns' (1948 Repl.), Section 28-3521 *et seq.* and Acts of 1965, Chapter 292, as found in Burns' (1968 Supp.), Section 28-2489 *et seq.* Your questions follow:

1. "Do the phrases 'joint school services program' and 'joint school service and supply program' mean one and the same thing as a 'joint program' of the type authorized by Chapter 292, Acts 1965, and as defined in Section 1, Chapter 292, Acts 1965?"

The answer is Yes.

Acts of 1965, Chapter 292, *supra*, authorize "any two or more school corporations acting through their respective governing bodies * * * to engage in joint programs under a written agreement executed by all participating school corporations." Section 1 of said Act defines a "joint program" to include "the joint employment of personnel, joint purchase of supplies or other material, and/or joint purchase or lease of equipment, by two [2] or more school corporations, for a particular program or purpose."

Acts of 1947, Ch. 276, as amended, and found in Burns' (1968 Supp.), Section 28-3523, as further amended by the applicable portion of Acts of 1969, Ch. 177, now reads as follows:

"Every school corporation *acting individually or in a joint school services program with other corporations* is empowered to establish and maintain instructional facilities for the instruction of handicapped children * * * Any school corporation *acting individually or in a joint school services program with other corporations* may convert, build or lease the necessary school build-

ings or dormitories or use existing buildings, for the purpose of establishing and maintaining classes of one or more pupils who are residents of the State of Indiana and come under the definition of handicapped children, as defined in section 1 of this act * * *” (Italized portions were added by 1969 amendments)

Acts of 1947, Ch. 276, was further amended by Acts of 1969, Ch. 242, adding a Section 19 thereto, which reads by its applicable portion as follows:

“* * * Provided, however, That if the school corporation is involved in a *joint school service and supply program* with one (1) or more additional school corporations, payment for any tuition, costs, as defined in this act, and/or special transportation costs shall be made in terms of the *written agreement* entered into by the participating school corporation * * *” (My emphasis)

The prime object of statutory construction is to ascertain and effectuate the intent of the Legislature. *Walgreen Company v. Gross Income Tax Division* (1947), 225 Ind. 418, 75 N. E. (2d) 784. Statutes which relate to the same subject area are in *pari materia* and should necessarily be construed together. *Huff, et al. v. Fetch, et al.* (1924), 194 Ind. 570, 143 N. E. 705. With respect to the questions raised by you, we have no apparent conflict to reconcile.

It is my opinion that “joint school services program” and “joint school service and supply program” as found in the amendments to Acts 1947, Ch. 276, have the same meaning as “joint program” as the same is defined in Acts 1965, Ch. 292, and as the same is defined in *Burns’* (1968 Supp.), Section 28-2490(c). These acts may be used together to effectuate the intended purposes thereof.

2. “Does the ‘written agreement’ referred to in the proviso at the end of the first grammatical paragraph of Section 1, Chapter 242, Acts 1969, mean one and the same thing as the ‘written agreement’ referred to in Section 2, Chapter 292, Acts 1965?”

The answer is Yes.

OPINION 31

In my opinion the "written agreement" referred to in Acts of 1965, Ch. 292, as found in Burns' (1968 Supp.), Sections 28-2489 *et seq.* has the same meaning as the words "written agreement" found in Acts of 1969, Ch. 242 and the same should be construed together and used in conjunction with each other.

3. "If the answer to question number 1 above is in the negative, what is meant by the phrases 'joint school services program' and 'joint school service and supply program,' and how, if at all, may two or more school corporations proceed jointly to carry out the programs of Chapter 276, Acts 1947, as amended, to date?"

4. "If the answer to question number 2 above is in the negative, what may be covered in a 'written agreement,' as referred to in Section 1 of Chapter 242, Acts 1969?"

Since the answers to your first two questions were in the affirmative, there is no need to answer questions three (3) and four (4).

5. "May 'participating school corporations' as a part of a 'joint program,' as each of said terms is defined in Acts of 1965, Chapter 292, enter into a written lease for the rental of real estate and buildings on and in which to conduct a 'joint program' under the provisions of Acts 1965, Chapter 292?"

The answer is Yes.

Applying the principles of law herein set out and reading the definition of "joint program" as we find it under Acts of 1965, Ch. 292, as found in Burns' (1968 Supp.), Section 28-2490(c) together with Acts of 1947, Ch. 276, as found in Burns' (1968 Supp.), Section 28-3523, as further amended by Acts of 1969, Ch. 177, we find that the latter act expressly provides that "any school corporation acting individually or in a joint school service program with other corporations may convert, build or lease the necessary school buildings or use existing buildings" for purposes provided by the Act. It is, therefore, my opinion that a written lease for the rental of

1969 O. A. G.

real estate may be entered into by a participating school corporation as part of a joint program.