

2884.

TRANSPORTATION OF PUPILS—LENGTH OF PERIOD FOR WHICH BOARD OF EDUCATION MAY CONTRACT—COMPETITIVE BIDDING NOT REQUIRED.

SYLLABUS:

A board of education may, in its discretion, lawfully make a contract with a bus driver for a three year period, whereby the driver is to furnish his own bus to transport school children at a stipulated price payable in monthly installments, and the contract may be entered into without advertising and without letting the same at competitive bidding.

COLUMBUS, OHIO, January 29, 1931.

HON. LEE D. ANDREWS, *Prosecuting Attorney, Ironton, Ohio.*

DEAR SIR:—This will acknowledge receipt of your request for my opinion, which reads as follows:

“Can a school board make a contract with a bus driver for a three year period whereby the driver is to furnish his own bus to transport school children at a stipulated price payable in monthly installments without advertising and letting the contract to the lowest responsible bidder?”

The question involved in your inquiry has been considered in previous opinions of this office and I shall briefly direct your attention to these opinions without reviewing in detail the reasons for the conclusions therein contained.

In Opinions of the Attorney General for 1927, at page 1472, it is held as stated in the syllabus:

“Boards of education may in their discretion contract for the transportation of pupils for an entire school year or for a longer period if they deem it advisable, provided the general provisions of law with reference to the making of contracts by boards of education are complied with.”

To the same effect, is an opinion reported in the Opinions of the Attorney General for 1928, at page 1733.

Without quoting the several provisions of law authorizing boards of education to furnish transportation for children attending the public schools, it is sufficient to say, for the purposes of this opinion, that boards of education are authorized by statute to furnish such transportation, and are directed and required to do so under certain circumstances. There are no definite statutory provisions, however, as to how the transportation shall be furnished, that is, as to whether or not the board should contract for the transportation or purchase vehicles and employ drivers therefor.

It has never been questioned that boards of education may, in their discretion, either purchase the vehicles and employ the drivers or contract with someone to provide the transportation by the use of the contractor's vehicles.

In making such a contract, there is no provision of law requiring a board of education to secure bids therefor, and let the contract at competitive bidding. Boards of Education are authorized by law to do all things necessary to properly conduct the schools of the district and to make necessary contracts to carry out those powers. The only limitation on the power of the board to make such contracts, in so far as the letting of contracts by competitive bidding is concerned, is that contained in Section 7623, General Code, which reads in part as follows:

"When a board of education determines to build, repair, enlarge or furnish a schoolhouse or schoolhouses, or make any improvement or repair provided for in this chapter, the cost of which will exceed in city districts, three thousand dollars, and in other districts one thousand dollars, except in cases of urgent necessity, or for the security, and protection of school property, it must proceed as follows: * *"

The remaining portion of the statute, which is not quoted, sets forth the manner of advertising for bids, receiving the same and awarding the contract to the lowest responsible bidder.

The above statute clearly does not apply to all contracts that a board of education might enter into. By its terms it applies only to such contracts as a board of education may enter into when it determines "to build, repair, enlarge or furnish a schoolhouse or schoolhouses or make any improvement or repair provided for in this chapter."

There is no statutory requirement whereby boards of education are required to let contracts for transportation by competitive bidding and we must conclude therefore that it is not necessary to do so. See *Gosline v. Toledo Board of Education*, 11 O. C. C., N. S., 195.

I am therefore of the opinion, in specific answer to your question, that a board of education may in its discretion lawfully make a contract with a bus driver for a three year period, whereby the driver is to furnish his own bus to transport school children at a stipulated price, payable in monthly installments, and that the contract may be entered into without advertising and without letting the same at competitive bidding.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2885.

APPROVAL, LEASE TO RESERVOIR LAND AT LAKE ST. MARYS—DR.
O. J. FETTER.

COLUMBUS, OHIO, January 30, 1931.

HON. I. S. GUTHERY, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—You will find enclosed herewith a certain reservoir land lease, which you have submitted for my examination and approval.

By the enclosed lease, above referred to, which has been executed by the Conservation Commissioner, there is leased and demised to the respective lessee therein named, subject to the conditions and restrictions therein provided, and for a term of fifteen years, a certain parcel of land at Grand Lake or Lake St. Marys, which parcel of land is more particularly described in said lease.

The lease here in question, designated with respect to the name of the respective lessee therein and the appraised valuation of the parcel of land conveyed by said lease, is as follows:

Name	Valuation
Dr. O. J. Fetter	\$500.00