

this reason the Gaffney case can be easily distinguished. The Attorney General's opinion did not discuss the case of State ex rel. School Districts of Hartington versus State Board of Education whereby the Nebraska Supreme Court upheld the ability of a public school to lease a classroom from a private school in order to hold classes for students from a public as well as private religious school. On page three of the opinion, the court noted, 'If the property used or leased is under the control of the public school authorities and the instruction offered is secular and nonsectarian, there is no constitutional violation. The lease in this case meets these requirements. We find no excessive entanglement between government and religion in the lease involved in this case.' Although this case is not directly on point as the situation in Gaffney case cited above, it is noteworthy in this instance because it points out that an examination of the facts is necessary in each situation decided under Article VII, Section 11 of the Nebraska Constitution and that a blanket prohibition of every type of relationship between state and private colleges and universities does not exist. The only other Nebraska case which addresses the particular section of Article VII, Section 11 is State ex rel. Rodgers versus Swanson. This case is not on point in that it addresses the question of whether the state can make tuition payments to students to use at private institutions. While this practice was found to be unconstitutional, the facts are certainly not analogous to the question presented here. LB 506 does not provide that any contract will be given to any particular institution. In fact, it is possible that no contracts will be made to a private institution. The contract or contracts which may be awarded under LB 506 are not for the benefit of the schools affected. Such are the expressed purpose of the bill as stated in its title, namely, to provide for a program of smoking disease and cancer research as prescribed. These contracts do not aid the schools in the traditional sense that aid to schools is generally considered, i.e., questions of textbooks or tuition. Again the distinction is significant. The Nebraska Supreme Court has not ruled on any fact situation interpreting Article VII, Section 11 that is even remotely related to the present question as to whether a contract may be valid or which may be granted is valid. If the logic of the Attorney General's opinion applies, then there is absolutely no contract whatsoever between a private school and a state agency. I am not familiar with existing agreements but it is hard to imagine that this prohibition exists. All in all, it is difficult to adequately respond to the Attorney General's analysis of Section 2 of LB 506 as it addresses the language of the bill before it was amended to provide that grants and