

February 23, 1933

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Mr. Otto S. Shill,  
Superintendent of Schools,  
Lehi Public Schools,  
R. D. No. 1,  
Mesa, Arizona.

Dear Mr. Shill:

This will acknowledge receipt of your letter of recent date requesting certain advice.

Of hand I would say that a teacher's contract signed by two members of the Board constitutes a legally binding contract. You have not mentioned any additional facts to be considered in this regard.

A sister of a Board member has a legal right to work for the District where she was employed prior to her brother having been appointed a Board member. The fact that she has no signed contract does not alter the situation.

A school Board may not employ the blood relatives of the husband or the blood relatives of the wife of a board member. The Board may employ a brother-in-law of a Board member, who is the husband of the Board member's sister. The Board may not employ a brother-in-law who is related to a Board member by virtue of the fact that he is a blood relative of the Board member's wife. The prohibition of the statute is against the blood relatives of either the husband or the wife. Those married to the blood relatives of either the husband or the wife may be employed.

Very truly yours,

Attorney General.

ATL:MD

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