

April 15, 1935.

Honorable H. E. Mangum,
County Attorney,
Flagstaff, Arizona.

Dear Mr. Mangum:

Referring to your letter of March 29th, in which you request an opinion from this office as to whether a contract given by the outgoing board of school trustees to a teacher, some time in the Fall of the year, is binding upon the board of trustees who assumes office the following January, in cases where the school year is from March to November of each calendar year.

In our opinion the wording of the part of sub-division 3 of Section 1011 of the Revised Code of Arizona, 1928, which you have cited, is controlling. In reference thereto, we quote the pertinent part, which you have set out, of said sub-division:

"See The board may at any time after the annual election and qualification of new members, enter into contracts with teachers, principals, janitors, attendance officers, school physician, school dentist, nurses and other employees necessary for the succeeding year, and fix their salaries." "

It will be noted that this provision provides that "the board may, at any time after the annual election and qualification of new members enter into contracts with teachers. see" In applying this provision to our fact situation, we are of the opinion that if the board enters into contracts with its teachers before the annual election in October, that such contract will be valid and binding under the provisions of the quoted provision of Section 1011, inasmuch as said board would have entered into contracts with teachers "after the annual election and qualifications of new members", within the meaning of the statute.

Page -2-

Mr. Mangum:

Conversely, we are of the opinion that if the board enters into said contracts after the annual October election prior to the following January when said board takes office, such contracts are not within the provisions and intent of said section, and would therefore not be binding on the incoming board.

Trusting that we have covered your question satisfactorily, we remain

Very sincerely yours,

JOHN L. SULLIVAN
Attorney General

Elmer C. Coker
Assistant Attorney General