

March 12, 1947

Mr. Nolan Pulliam  
Superintendent, Public Instruction  
Capitol Building  
Phoenix, Arizona

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ARIZONA ATTORNEY GENERAL

Dear Mr. Pulliam:

We have your request for an opinion asking whether a Board of Education at the regular meeting could legally enter into a contract with a Superintendent of Schools for a period of two years. Also whether a later board with a changed membership could break this contract and terminate the superintendent's employment at the end of one year.

Section 54-416, paragraph 3 of our Code reads in part as follows:

"Boards of trustees of districts having an average daily attendance of three hundred or more may employ a certificated superintendent or principal; \* \* \* \* The employment of superintendents of schools or principals may be for any term not exceeding four years."

This section of our law was commented upon with approval in the case of School District v. Tolleson, 31 Ariz. 291, 252 Pac. 509.

In Tolleson Union High School Dist. v. Kincaid, 53 Ariz. 60, 85 Pac. (2d) 708, the court said:

"The four-year contract of the plaintiff was in writing and there is no reason why he, with the approval of the board, could not forego the payment of a portion of his salary thereunder until some future date and collect it later on by action, provided he moves within the period of limitation."

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Supt., Public Instruction

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In this case the court upheld the validity of that four-year contract with the superintendent.

It is, therefore, our opinion that where a school district has an average daily attendance of three hundred or more the Board of Education of such district may enter into a valid contract with a certificated superintendent or principal for such school for any period of from one to four years and such contract will be binding upon succeeding boards.

Very truly yours,

JOHN L. SULLIVAN  
Attorney General

PERRY M. LING  
Assistant Attorney General