

**Opinion No. [30-88]**

May 9, 1930

**TO:** Office of the Attorney General of New Mexico

SCHOOLS. Teacher's Certificate.

**OPINION**

Reference is made to yours of the 7th instant in which you submit a letter dated May 3, 1930, signed James M. Harvey, Willard, New Mexico, and in which he asks to be advised as to how binding a teacher's contract is.

A teacher's contract, as to its binding effect, is not different from any other contract, assuming, of course, that the school board contracting has not exceeded its authority, that is, such authority as is conferred upon the board by law in the making of a contract with a teacher. From Mr. Harvey's letter I get the idea that his contract covered only a term of eight months and that now the board contemplates running the school an additional month but at a lower salary than that contracted to be paid during the eight months. If this is the true interpretation then, of course, such employment for the ninth month is not a docking of the pay provided for under the contract. At any rate a lawful contract between parties competent to contract should be enforceable according to its terms.