



*Lynn Fitch*  
**ATTORNEY GENERAL**  
OPINIONS AND POLICY

May 9, 2022

J. Lane Greenlee, Esq.  
Attorney, Winona-Montgomery Consolidated School District  
Post Office Box 430  
Winona, Mississippi 38967

Re: Length of Time Board May Contract

Dear Mr. Greenlee:

The Office of the Attorney General has received your request for an official opinion.

### **Background**

The Winona-Montgomery Consolidated School District Board of Trustees (“School Board”) is composed of five members serving staggered five-year terms. Miss. Code Ann. § 37-7-104.4(3)(b). Each year, a different School Board member’s term expires, so the terms will never be synchronized to the same five-year term. Three School Board members make up a majority of the board.

### **Question Presented**

What is the length of time that the School Board may contract without violating the prohibition against binding successor boards?

### **Brief Response**

The terms of a majority of School Board members under your facts would overlap three years. Thus, any contract made by the current School Board members that extends beyond three years without specific statutory authority would be voidable at the discretion of the subsequent board.

### **Applicable Law and Discussion**

Mississippi Code Annotated Section 37-7-301 confers the powers, authority, and duties to the school boards of all school districts, which includes the power to enter into contracts. Further, Miss. Code Ann. Section 37-7-301.1 gives the school board of a school district the authority to “adopt any orders, resolutions, or ordinances with respect to school district affairs, property and

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finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi.”

It is well settled in Mississippi law that any contract that extends beyond the term of the governing boards without express statutory authority is voidable at the discretion of the successors. “Under the common law in Mississippi, governing bodies, whether they be elected or appointed, may not bind their successors in office by contract unless expressly authorized by law, because to do so would take away the discretionary rights and powers conferred by law upon successor governing bodies.” *Northeast Mental Health-Mental Retardation Commission v. Cleveland* 187 So. 3d 601, 604 (Miss. 2016) (collecting cases). “The law provides that these types of contracts are voidable at the discretion of the successor governing body.” *Id.*

This office has previously addressed the question of binding successor boards that are comprised of members who are appointed to staggered terms. We opined that no contract or automatic renewal thereof can extend beyond the term of a majority of present board members and thereby bind their successors in office. MS AG Op., *Hicks* at \*1 (Nov. 8, 2010). “We have also opined that any extension of a contract beyond the term of a current board is voidable by a succeeding board.” *Id.*

In conclusion, any contract made by the current school board members that extends beyond the terms of a majority of the present board members would be voidable at the discretion of the subsequent board.

If this office may be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

LYNN FITCH, ATTORNEY GENERAL

By: /s/ Gregory Alston

Gregory Alston  
Special Assistant Attorney General