Proposed

CONTINGENT CONTRACT OF EMPLOYMENT WITH MISSISSIPPI PUBLIC SCHOOL DISTRICTS

This agreement is made and entered into as of the dates indicated below, by and between

_____
First Name Middle Name Last Name Social Security Number

(employee), and the _____ School District (employer), pursuant to an order duly passed by the school board of the school district.

Check (x) the appropriate box

☐ This agreement is contingent upon the employee's graduation from an approved teacher education program before September 1, 20 ___, or the issuance of a proper license by the Mississippi Board of Education before October 15, 20 ____.

☐ This agreement is contingent upon employee's graduation from an approved teacher education program before December 31, 20 ___, or the issuance of a proper license by the Mississippi Board of Education before February 15, 20 ___.

This agreement will be null and void should this condition not be satisfied by the employee.

If the agreement is declared null and void in accordance with the terms and conditions set out above, both parties do hereby agree that the employee will be paid for services to that date only for such amounts as are paid to substitute teachers in the district. The employee further agrees that the district may withhold from the employee's final salary payment, or take such legal action as may be necessary to collect from the employee, any amounts previously paid in excess of the amount paid to substitute teachers.

This agreement provides:

That the employee will be employed by the employer for the scholastic year(s) 20____ - 20____, subject to the terms and conditions stated herein, and shall hold the position of _____.
Assistant Superintendent, Principal, Licensed Employee

That the employee will be employed for _____ days during said scholastic year. And that the employee shall be available to perform assigned duties beginning on _____, 20____ and ending on _____, 20____, or otherwise, as may be amended by the employer due to an emergency or other good cause in accordance with the policies of the employer.

That the employee will perform assigned duties during the school term. And that the school term will consist of _____ days and will commence and end on dates established in accordance with the policies of the employer.

That the employee agrees to reassignment during the school term to any area for which a valid license is held.

That in consideration for the duties performed under this agreement, the employer agrees to compensate the employee with an annual salary of $_____, which shall be paid on a basis as determined by the local school board. And that the annual salary is established in accordance with the policies of the employer and is based on an amount from the Adequate Education Program scale for the appropriate license and years of experience of the employee and an amount from the local salary supplement scale of the employer, and/or an amount from the employer as compensation for which other duties are to be performed by the employee.

This contract shall be subject to all applicable policies, resolutions, rules and regulations of the employer and the laws of the State of Mississippi, copies of which are available from the Superintendent's office.

This contract of employment has been executed in duplicate on the dates indicated as witnessed by the signature of the employee and the duly authorized superintendent.

_____	_____
Superintendent	Employee
_____	_____
Date	Date

The employer does not discriminate on the basis of sex, race, religion, color, national origin, age or handicap.

NOTE: In accordance with state law, if the employee should arbitrarily and willfully breach this contract and abandon his or her employment without first being released by the school board of the school district, then the school board may recommend to the Mississippi Board of Education that the teaching license of the employee be suspended for a period of one (1) year.

37-9-39. Time of payment of salaries.

Salary or wages paid to any employee of any school shall be paid on a basis as determined by the local school board of each school district, except for December, when salaries or wages shall be paid by the last working day. Salaries or wages shall be paid at a minimum on a monthly basis. Any school employee whose employment ends during a school term, regardless of the reason(s) the employment ended, shall be paid salary or wages only for that portion of the school term that employee actually worked. Nothing in this section shall be construed to entitle any employee to payment of salary or wages when no work has been performed.

Sources: Codes, 1942, § 6282-14; Laws, 1953, Ex Sess, ch. 20, § 14; Laws, 1955, Ex Sess, ch. 53; Laws, 1974, ch. 455; Laws, 1986, ch. 492, § 76; Laws, 1987, ch. 307, § 13; Laws, 1990, ch. 398, § 1; Laws, 1992, ch. 524, § 5; Laws, 1997, ch. 545, § 15; Laws, 2003, ch. 546, § 3, eff from and after passage (approved Apr. 22, 2003.)