

**OFFICE OF CHIEF OPERATIONS OFFICER**  
**Summary of State Board of Education Agenda Items**  
**Consent Agenda**

**OFFICE OF SCHOOL FINANCIAL SERVICES**

- M. Approval of temporary rule and to begin the Administrative Procedures Act process:  
To revise Mississippi Admin. Code 7-3: 24. State Board Policy Chapter 24, Rule 24.1  
– Contracts, Teachers

**Background Information:** The Office of School Financial Services is filing updated employment contract templates for teachers, administrators, and licensed staff, replacing Adequate Education with the Student Funding Formula. This emergency filing ensures districts can issue and receive signed contracts by mid-to-late April, avoiding imminent peril to public education due to the 60-day mandatory APA notice delay.

The temporary rule and final action are necessary to implement the policy revisions immediately upon its filing with the Secretary of State in accordance with Miss. Code Ann. §25-43-3.113(2)(b)(ii). See also Miss. Code Ann. §25-43-3.108. For a rule to become effective immediately upon its filing, the Board is required to make a find that the rule only confers a benefit or removes a restriction on the public or some segment thereof.

Recommendation: Approval

Back-up material attached



**CONTRACT OF EMPLOYMENT WITH  
MISSISSIPPI PUBLIC SCHOOL DISTRICTS FOR  
ASSISTANT SUPERINTENDENT, PRINCIPAL AND LICENSED EMPLOYEE**

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), with the employee having been duly elected and approved for employment by the school board of the employer.

This agreement provides:

That the employee will be employed by the employer for the scholastic year(s) 20\_\_ - 20\_\_ 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~~ Student Funding Formula Program Salary 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. The school district may reduce the employee's state minimum salary by a pro rata daily amount to comply with the school district employee furlough provisions provided in

statute. The payment of such salary is conditioned upon the availability of ~~adequate education~~ **student funding formula** funds provided for salaries. Employee's salary shall be payable in accordance with applicable state and federal law and the Constitution of the State of Mississippi, in equal monthly installments beginning in the first month of employment, regardless of the number of days worked in any particular month by the employee. If employee fails to complete the contractual obligation and receives any overpayment, employee shall become liable immediately to the school board of the employing district for the sum of all amounts received in payment less the corresponding amount of any compensation paid for which service has been rendered, plus interest accruing at the current Stafford Loan rate at the time employee discontinues service.

This contract shall be subject to all applicable policies, resolutions, rules and regulations of the employer, the Mississippi Educator Code of Ethics and Standard of Conduct adopted by the State Board of Education, and the laws of the State of Mississippi, copies of which are available from the Superintendent's office. This contract is subject to being terminated immediately prior to the end of the school year by an Interim Superintendent appointed by the State Board of Education in a District of Transformation established pursuant to Miss. Code Ann. §§ 37-17-6 and/or 37-17-13.

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 State Board of Education that the teaching license of the employee be suspended for a period of one (1) scholastic year.

NOTE: This contract shall only be used for school district personnel whose positions require certification by the Mississippi Department of Education.

Source: *Miss. Code Ann. § 37-1-3 (Revised 09/2022)*