

<b>DESCRIPTOR TERM:</b>  <b>Personnel and Employment</b>	<b>Millard District Policy</b> <b>File Code: 4040</b>  <b>Approved: 08-12-21</b>
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## **APPOINTMENTS AND CONTRACTS**

### **A. Appointments**

The Board delegates to the superintendent the responsibility for recommending the most competent personnel from available sources. All personnel in the district will be awarded contracts and employment only upon the nomination of the superintendent and final approval by the Board.

### **B. Agreements**

Upon accepting employment with the Millard School District teachers agree to the following provisions of their contracts:

1. The career teacher may consider his/her employment to be renewed for the succeeding year unless he/she has been placed on probational status, formal or informal remediation.
2. Contracts are by and between the teacher and the Board. No teacher is permitted to terminate a contract after July 15 without the consent of the Board. After July 15 and during the school year, the Board may require the teacher to remain until suitable replacement can be found, or a penalty of up to 10% of the salary may be imposed for breaking the contract.
3. Teachers will faithfully perform all duties assigned to them by the superintendent, principal or designee. They are subject to all district policies, rules, and guidelines. They will make themselves familiar with such applicable district policies and procedures. They will comply with all provisions of the current district teacher contract and will attend all meetings and appointments as may be arranged by the superintendent or principal.
4. Teachers may be suspended immediately for immorality, insubordination, mental or physical incapacity, or other such causes under the orderly dismissal procedure defined in File #4170 Orderly School Termination for Employees.
5. A decrease in pupil enrollment or other unforeseen circumstances, which in the opinion of the Board eliminates the need for the service of the teacher, will constitute grounds for termination of this agreement. (See File #4440 Orderly School Termination for Employees)

6. If not already on file, before the beginning of each school year teachers will provide to the Clerk of the Board:
  - (a) Official transcripts of all college courses taken for credit, when applying for a lane change.
  - (b) Certified statements of all teaching experiences outside of the Millard School District, if transferring to the district.

Until these provisions are satisfied no salary is due or payable to the teacher.

7. If the funding, upon which the Board of Education depends to maintain and operate the schools, falls, or is expected to fall below the amount anticipated and set up in the budget for any given year, the board may reduce professional educator's salaries in proportion to said decrease, actual or anticipated. In a similar manner, the board may adjust the salary as indicated in the professional educator salary schedule.