

Contract • Provisional Certificate



(Bylaw 13.07.02.01 C of the State Board of Education)

STATE OF MARYLAND,
COUNTY OF _____

IT IS HEREBY AGREED by and between the COUNTY BOARD OF EDUCATION of _____

_____ County and _____ that the said certificated employee shall be and is

hereby employed in the public schools of the said County as _____, subject to assignment by the County Superintendent or transfer to some other position within the County, provided that if the transfer be made during the school year or after the opening of the school for the term herein designated, the salary shall not be reduced for the remainder of the year. The salary of said certificated employee shall be fixed by the County Board of Education, which salary shall be not less than the minimum salary provided by law.

The term of this contract shall extend from the date of its signing until the thirtieth day of June next succeeding said date of signing, and this contract shall automatically terminate and expire on the thirtieth day of June next succeeding the date of its signing.

AND IT IS FURTHER AGREED that the teacher named herein shall become a member of the Teachers'

_____ * of the State of Maryland as of the date on which his/her teaching service begins.

AND IT IS FURTHER AGREED that the said certificated employee will not vacate the position to which assigned during any school year, except in case of emergency, of which the County Board of Education shall judge.

AND IT IS FURTHER AGREED that the said certificated employee will perform all duties required by the rules and regulations of the County Board of Education and the State Board of Education.

If any of the conditions of this contract shall be violated by the certificated employee named herein, salary already accrued will be forfeited, in the discretion of the County Board of Education. The County Board of Education, pursuant to the provision of §6-202 of the Education Article of the Annotated Code of Maryland, as amended, may suspend or dismiss the employee any time, upon the recommendation of the County Superintendent, for immorality; misconduct in office, including knowingly failing to report suspected child abuse in violation of §5-903 of the Family Law Article; insubordination; incompetency; or willful neglect of duty, provided that the charge or charges be stated, in writing, to the employee and that the employee be given an opportunity to be heard by the County Board of Education upon not less than 10 days' notice, with the right to bring counsel and witnesses, if so desired. An appeal may be made to the State Board of Education within 30 days of the decision of the County Board of Education.

Anything to the contrary notwithstanding, this contract shall terminate if the employee ceases to hold a teacher's Provisional Certificate, provided, however, that if said employee is provided a Professional Certificate, his employment shall be governed by the Regular Contract then in force according to the Bylaws as promulgated by the State Board of Education; and such employee shall be given credit toward tenure for years served as a provisional employee.

The said certificated employee on his or her part hereby agrees to abide by the terms and restrictions of this contract and accepts said appointment, to take effect on the _____ day of _____, 19 _____.

Date of signing this contract . _____ 19 _____ .

WITNESS OUR HANDS:

Secretary, County Board of Education

Certificated Employee

*Type "Retirement System" or "Pension Plan System," as applicable.