

**PROFESSIONAL PERSONNEL
COMPENSATION GUIDES AND CONTRACTS**

The term "year of teaching experience" shall mean nine (9) months of actual teaching in the public or private schools. Under no circumstances shall more than one (1) year of teaching experience be given for all services in one calendar or school year. When determining a teacher's experience, no deduction will be made due to the temporary absence of the teacher because of illness or other good cause, and the teacher shall be given credit.

The number of days shall not exceed forty-five (45) consecutive school days during which a teacher may not be under contract of employment during any school year and still be considered to have been in full-time employment for a regular scholastic term. If a teacher exceeds the number of days established by the State Board of Education that a teacher may not be under contract but may still be employed, that teacher shall not be credited with a year of teaching experience.

SCHOOL LIBRARIANS

In determining the experience of school librarians, each complete year of continuous, full-time employment as a professional librarian in a public library in this or some other state shall be considered a year of teaching experience.

SCHOOL ADMINISTRATORS

If a full-time school administrator returns to actual teaching in the public schools, the term "year of teaching experience" shall include the period of time he or she served as a school administrator.

MILITARY SERVICE

In determining the salaries of teachers who have experience in any branch of the military, the term "year of teaching experience" shall include each complete year of actual classroom instruction while serving in the military.

SPEECH-LANGUAGE PATHOLOGISTS AND AUDIOLOGISTS

In determining the experience of speech-language pathologists and audiologists, each complete year of continuous full-time post master's degree employment in an educational setting in this or some other state shall be considered a year of teaching experience.

LEVEL OF PAY

This school district shall not pay any teacher less than the state minimum salary. The minimum base pay for all classroom teachers may be increased by the district from any funds available to it.

Policy GBDA

It is the policy of this school board to attempt to pay its licensed employees at a level which will attract and hold people with ability who can exercise professionalism in the school district.

If, at the commencement of the scholastic year, any licensed employee shall present to the superintendent a license of a higher grade than that specified in such individual's contract, such individual may, if funds are available from adequate education program funds of the district, or from district funds, be paid from such funds the amount to which such higher grade license would have entitled the individual, had the license been held at the time the contract was executed.

CONTRACT REQUIRED

The superintendent shall enter into a contract with each licensed employee in the manner prescribed by law and the State Board of Education.

If any licensed employee or other person recommended for a licensed position who has been elected and approved shall not execute and return the contract within ten (10) days after same has been tendered to him for execution, then, at the option of the school board, the election of the licensed employee and the contract tendered to him shall be null and void and of no effect.

LENGTH OF CONTRACT

All contracts shall include the exact period of time for which the licensed person shall be employed.

FIXING OF SALARY

In employing and contracting with licensed employees, the school board shall determine and fix the amount of salary and ensure compliance with all applicable laws and regulations.

In employing licensed employees and in fixing their salaries the school boards shall take into consideration the character, professional training, experience, executive ability and teaching capacity of the licensed employee.

SALARY PAY SCHEDULE

This school district shall process a single monthly payroll for licensed employees with electronic settlement of payroll checks secured through direct deposit of net pay. In December, salaries or wages shall be paid by the last working day.

Licensed employees shall earn a salary payable 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.

Policy GBDA

Any employee failing to complete the contractual obligation of service, and who receives payment in excess of the monthly installment for the period which such employee ceases employment with the school district, shall become liable immediately to the board of trustees of the School 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 the person discontinues his or her service.

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 policy shall be construed to entitle any employee to payment of salary or wages when no work has been performed.

EXECUTION OF WRITTEN CONTRACT

It is unlawful for any licensed employee to be paid for any services as such until a written contract has been executed. If the school district superintendent shall make any such payment prior to the execution of the contract he shall be civilly liable for the amount thereof, and, in addition, shall be liable upon his bond. If any licensed employee, shall willfully and without just cause breach his contract and abandon his employment he shall not be entitled to any further salary payments either for services rendered prior to such breach or for services which were thereafter to have been rendered.

SALARY DEDUCTIONS

All deductions from salaries shall be in accordance with all state and federal laws, regulations, and school board policies.

RELEASE FROM CONTRACT

All contracted licensed employees desiring to be released from contract shall submit a written request to the school board for release. The request shall clearly state reasons for the release. If the board acts favorably upon the request for release, the licensed employee shall be released from his contract, and said contract shall be null and void on the date specified in the school board's order.

BREACH OF CONTRACT

If any licensed employee in this school district shall arbitrarily or willfully breach his or her contract and abandon his or her employment without being released therefrom as provided by law, the contract of such licensed employee shall be null and void. In addition, upon the written recommendation of the majority of the members of the school board, the license or certificate of the licensed employee may be suspended by the State Board of Education for a period of one (1) school year as provided by law.

Policy GBDA

SOURCE: Mississippi State Department of Education, Jackson Public School District; Jackson, Mississippi; Mississippi School Boards Association; Mississippi Accountability Standard 2

LEGAL REF: Miss. Code Ann. Sections 37-151-7, 37-9-59, 37-9-1, 37-3-2, 37-9-57, 37-9-55, 37-9-49, 37-9-37 through 37-9-43, 37-9-17, and 37-9-23 through 37-9-33

DATE: July 18, 1997

AMENDED: August 20, 2001
January 18, 2005
[December 20, 2016](#)

REVIEWED: June 9, 2006