

Descriptor Term: COMPENSATION GUIDES AND CONTRACTS/Certified Administrative Personnel

Descriptor Code: CGA

Rescinds: CGA

Board Approved: 7/10/2006

Previously Approved: 4/18/1988

It is the policy of the Board of Trustees to attempt to pay its administrators at a level that will attract and hold people with administrative ability who can exercise professional leadership in the Gulfport School District. In employing such certified administrative employees and in fixing their salaries, the Board will take into consideration the character, professional training, experience, executive ability and knowledge of education practices and classroom evaluation, personal goals and objectives, and knowledge of state accreditation guidelines. ' 37-9-37

The Superintendent will enter into a contract with each certified administrative employee approved for employment by the Board. Such contracts will be in such form as will be prescribed by the State Board of Education and will be executed in a duplicate with one (1) copy to be retained by Superintendent and one (1) copy to be retained by the employee contracted with. The contract will contain the name of Gulfport School District, the length of the school term, the title/position held, the scholastic years that it covers, the total amount of the annual salary and how same is payable. The amount of the salary to be paid any employee will be recommended by the Superintendent and approved by the Board. The amount of salary to be shown in such contract will be the amount which will have been approved by the Board through the adoption of an administrative salary schedule. If the employee who has been elected and approved does not execute and return the contract within ten (10) days after same has been tendered for execution, then, at the option of the Board, the election of the employee and the contract tendered will be null and void and of no effect. ' 37-9-23

If an employee is released by the Board upon recommendation of the Superintendent during the school term, then such employee will be entitled to such proportion of the annual salary as the time which he/she will have worked shall bear to the total school term, and any balance which may be due him/her will be paid no later than the next payable date.

The employees will be paid monthly in one-twelfth (1/12) increments by pay certificates issued by the Superintendent. Such pay certificates will be issued on the last work day (Monday through Friday) of each month without additional authorization of the Board where the amount of salary has been approved and a contract entered into as is provided in this section. All pay certificates will be preserved by the Superintendent as a part of the official records of the Superintendent's office for the same time and in the same manner as other records are preserved. Except as is herein provided, the said warrants will be governed in all respects by the same laws regulating the issuance of other warrants for other purposes. All pay certificates and warrants issued will show the gross amount of the salary and all authorized deductions therefrom for income taxes, social

security, retirement contributions and other lawful purposes. ' 37-9-41

It will be unlawful for any employee to be paid for any services as such until a written contract has been executed as is provided and required by this section. If the Superintendent makes any such payment prior to the execution of the contract the Superintendent will be civilly liable for the amount thereof, and, in addition, will be liable upon bond. If any employee willfully and without just cause breaches his/her contract and abandons employment, the employee will 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. Additionally, if any employee arbitrarily or willfully breaches his or her contract and abandons employment without being released therefrom as provided in Section 37-9-55, the contract of such employee will be null and void. In addition thereto, the license or certificate of such employee may be suspended for a period of one (1) year upon written recommendation to the State Board of Education by the majority of the members of the Board. (' 37-9-57) Any employee who desires to be released from such contract will make application in writing to the Superintendent in which application the reasons for such release will be clearly stated. If the Board acts favorably upon such application for release, such employee will be released from his/her contract, and said contract will be null and void on the date specified in the Board's order. (' 37-9-55)

It will be unlawful to deduct or permit to be deducted from the salary of any employee any dues, fines or penalties payable or alleged to be payable because of the membership of such employee in any organizations or association; however, dues or premiums in health associations or corporations and tax sheltered annuity deductions authorized by the United States Internal Revenue Code may be deducted upon written authorization from the employee involved. The Superintendent who makes any such deduction or permits any such deduction to be made, except those herein provided, will be guilty of a misdemeanor and upon conviction will be punished by a fine of not more than Twenty-five Dollars (\$25.00) for each such deduction. ' 37-9-49

The Board is hereby prohibited from denying employment of any employee or re-employment of any employee, as defined in Section 37-19-1, for the single reason that any eligible child of each person does not attend the Gulfport School District in which such employee is employed. ' 37-9-59

The Board will have the power and authority, in its discretion, to contract with an employee for not exceeding three (3) scholastic years. In such case, contracts will be entered into with such personnel for the number of years for which they have been employed. All such contracts will, for the years after the first year thereof, be subject to the contingency that the employee may be released if, during the life of the contract, a reduction in force becomes necessary. The certified principal must be notified in writing prior to March 1 and all other certified administrators on or before April 15. The salary to be paid for the years after the first year of such contract will be subject to revision, either upward or downward, in the event of an increase or decrease in the funds available for payment thereof, but, unless such salary is revised prior to the beginning of a school year, it will remain for such school year at the amount fixed in such contract.

If, no later than the commencement of the scholastic year, any employee presents to the Superintendent a certificate of a higher grade than that specified in such individual's contract, such

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individual contract will be modified and the employee will be paid the amount to which such higher grade certificate would have entitled the individual, had the certificate been held at the time the contract was executed. ( ' 37-9-17) If this occurs after the commencement of a scholastic year, then the adjustment in pay will occur effective in the January payroll data.

#### FRINGE BENEFIT PROGRAM

In order to enhance the operations of the District within the community, the District may provide to administrators fringe benefits, including, but not limited to attendance at conferences and seminars, membership in civic clubs, professional development activities and other such benefits, provided that in each instance the Board of Trustees shall make a specific determination that it is in the best interests of the District to provide such fringe benefit. The Board of Trustees may also permit administrators to engage in speaking, teaching and other such outside activities and to retain the compensation from such activities, provided that in each instance the Board shall make a specific determination that it is in the best interests of the District to permit the administrator to engage in such activities and that such activities will not detract from the administrator=s performance of duties with the District. Additionally, fringe benefits may include non-salary benefits available in the cafeteria plan (payroll deduction) of the District or other benefits as approved by the Board.

Legal Reference: Mississippi Code 1972, ' 37-7-301[p]