

Descriptor Term: COMPENSATION GUIDES AND CONTRACTS Certified Non-Administrative Personnel

Descriptor Code: GBA

Rescinds: GBA

Board Approved: 6/7/2021

Previously Approved: 5/1/2017

The Board of Trustees recognizes that support of the instructional program is paramount to inspiring each student to become a problem solver, lifelong learner, and productive member of society. A component of that support is to provide financial incentives for prospective teachers, counselors, and librarians to encourage them to consider the Gulfport School District as the school system of choice. Therefore, it is the intent of the Board to provide a pay scale that, on average, is in the top five in the State of Mississippi.

The term “year of teaching experience” (teacher, librarian, counselor and other certified non-administrative staff) will mean a minimum of nine (9) months of duty in the Gulfport School District. In no case will more than one (1) year of teaching experience be given for all services in one (1) calendar year. In determining an employee’s experience, no deduction will be made because of the temporary absence, because of illness or other good cause, and the employee will be given credit therefor. However, an employee must be under contract for a period of 142 days during any school year and still be considered to have been in full-time employment for a regular scholastic term; therefore, an employee who exceeds forty-five (45) days off contract will not be credited with a year of teaching experience. Provided however that the superintendent or his designee, in their discretion, may negotiate the salary levels applicable to certificated employees employed after July 1, 2009, who are receiving retirement benefits from the retirement system of another state, and the annual experience increment provided in Section 37-19-7 shall not be applicable to any such retired certificated employee.

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 will be considered a year of teaching experience. In determining the salaries of teachers who have experience in any branch of the military, the term “year of teaching experience” will include each complete year of actual classroom instruction while serving in the military.

Legal Reference: Mississippi Code 1972, §37-151-5(m) (1997)

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 Superintendent will enter into a contract with each employee approved for employment by the

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Board. Such contracts will be in such form as will be prescribed by the State Board of Education and will be executed in duplicate with one (1) copy to be retained by the Superintendent and one (1) copy to be retained by the employee. The contract will contain the name of the 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 same is payable. The amount of 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 a non-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 to him/her for execution, then, at the option of the Board, the election of the employee and the contract tendered to him/her will be null and void and of no effect. §37-9-23

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 employee must be notified in writing 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.

The contract entered into with any person recommended for a licensed position who is anticipating either graduation from an approved teacher education program before September 1 or December 31, as the case may be, or the issuance of a proper license before October 15 or February 15, as the case may be, will be a conditional contract and will include a provision stating that the contract will be null and void, if as specified in the contract, the contingency upon which the contract is conditioned has not occurred. If any licensed employee or person recommended for a licensed position who has been elected and approved does not execute and return the contract within ten (10) days after the same has been tendered to him/her for execution, then, at the option of the Board, the election of the licensed employee and the contract tendered to him/her will be null and void and of no effect.

§37-9-23(1998)

The salaries of 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 shall 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 there from for income taxes, social security, retirement contributions and other lawful purposes. §37-9-41

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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 abandon his or her employment without being released therefrom as provided in §37-9-55, the contract of such certified 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)

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.

It will be unlawful for the Superintendent to deduct or permit to be deducted from the salary of any employee any dues, fines or penalties payable because of the membership of such employee in any organization 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

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 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)