

## **Chapter 76: Teachers**

*Rule 76.1 Awards.* The Mississippi Teacher of the Year Program recognizes outstanding achievement and performance by our public school teachers. Each local school district has the opportunity to honor its teachers and nominate one for the state title. The 1995 Mississippi Teacher of the Year must be a certified classroom teacher (K-12) in a state-accredited public school who plans to teach next year. The teacher should have superior ability to inspire students, should possess leadership capabilities, and should be an active member of the community. Official entry forms and instructions will be mailed to each district's central office. The local Teacher of the Year entry form, signed by the local superintendent, is returned to the Mississippi Department of Education for judging during the summer. Five finalists (one from each Congressional District) are chosen and a selection committee visits the classroom of each near the beginning of the school year. The teacher selected as the Mississippi Teacher of the Year will be the state's nominee for National Teacher of the Year.

Entries are limited to one per school district. These are judged on a biography, professional development activities, community involvement, philosophy of teaching, insight on education issues and trends, personal teaching style, comments on the teaching profession, letters of recommendation, and how one would handle the duties of National Teacher of the Year.

The Mississippi Teacher of the Year Program is sponsored by the Mississippi Department of Education, Southern Educators Life Insurance Company of Atlanta, Georgia, and Bryan Foods, Inc. of West Point, Mississippi. The national program is sponsored by the Council of Chief State School Officers and Encyclopedia Britannica.

The Mississippi Teacher of the Year (TOY), alternate and finalists receive the following honors and awards:

1. \$5,000 for the state TOY from the Mississippi Department of Education, if approved;
2. \$500 for the alternate and \$250 for regional finalists from Southern Educators;
3. \$500 for the state TOY and \$250 for the TOY's school from Bryan Food;
4. a set of encyclopedias from the Britannica Company (TOY only);
5. a dinner honoring all five teachers and their guests, hosted by Southern Educators;
6. TOY and alternate receive formal recognition at a State Board of Education meeting;
7. TOY and finalists included in the Milken Educator Award Pool.

Source: *Miss. Code Ann. § 37-1-3 (Adopted 8/1994)*

*Rule 76.2 Contracts (Repealed 1/21/2011)*

*Rule 76.3 Experience*

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.

Source: *Miss. Code Ann. § 37-1-3(Revised 9/2005)*

*Rule 76.4 Housing.* The Mississippi Employer-Assisted Housing Teacher Program is a special home loan program that is available to licensed teachers who render services in geographical areas of the state that are designated by the Mississippi Board of Education as having a critical shortage of teachers. The program will be administered by the Department of Education in conjunction with the Federal National Mortgage Association (Fannie Mae). The Department of Education will advertise for bids for the purpose of contracting with a public or private entity to assist with the implementation and administration of the program. A maximum loan amount of \$6,000 will be available to eligible teachers to assist in paying closing costs associated with the purchase of a house. Eligible teachers shall include any employee of a school board of a school district who is required by law to obtain a teacher's license from the State Board of Education and who is assigned to an instructional area of work as defined by the State Department of Education the equivalent of a minimum of three (3) normal periods per school day.

Closing costs will include:

1. Down payment (limited to 2% of the sales price)
2. Lender Loan Origination
3. Teacher Grant Program Administrator
4. Attorney
5. Title Insurance
6. Appraisal
7. Credit Report
8. Pest Inspection
9. Survey
10. Recording Fees
11. Private Mortgage Insurance Premium

The teacher's house must be situated in the county in which the school district, or any portion of the school district, is located.

The amount loaned to any teacher will be converted to an interest-free grant on the basis of one (1) years' service in a geographical area of the state that is designated by the Mississippi Board of Education as having a critical shortage of teachers for one-third (1/3) of the amount of the loan. Any teacher who does not render three (3) years of service in a geographical area of the state that is designated by the Mississippi Board of Education as having a critical shortage of teachers will be liable to the Department of Education for one-third (1/3) of the amount of the loan for each year that the teacher does not render such service, plus interest accruing at the current Stafford Loan rate at the time the person discontinues service. If a claim for repayment is placed in the hands of an attorney for collection, the teacher will be liable for an additional amount equal to a reasonable attorney's fee.

#### Overview of Loan Process

The teacher will contact the program administrator to obtain confirmation that they are eligible for the program.

The teacher executes a contract for the purchase of a house in the county in which the school district is located.

The teacher makes a loan application with one of the approved participating lenders as determined by Fannie Mae (Union Planters Bank, Deposit Guaranty Bank, Trustmark Bank).

The lender will approve the loan and submit a copy of the loan approval to the program administrator with the anticipated closing date.

Closing attorney will send the administrator a copy of HUD-1 Form forty-eight (48) hours prior to closing. The administrator will wire the funds for the loan and mail a promissory note to be executed by the teacher at closing.

After closing, the lender will send the administrator the signed promissory note. Notes.

The program is available to teachers of any income level

The loan must be less than the Fannie Mae limit of \$227,150. The loan is not limited to first-time home buyers.

#### MISSISSIPPI EMPLOYER-ASSISTED HOUSING TEACHER PROGRAM LOAN AGREEMENT

Date of Agreement: \_\_\_\_\_

Teacher: \_\_\_\_\_

Teacher's Social Security Number: \_\_\_\_\_

School District: \_\_\_\_\_

Loan Amount up to \$6,000.00: \_\_\_\_\_

Beginning School Year: \_\_\_\_\_

This Agreement is made and entered into upon the above stated date by and between named Teacher ("Teacher") and the Mississippi State Department of Education ("Department"),

For purposes of this agreement "School District" or "District" shall mean any school district that has been designated by the State Board of Education as a geographical area where there exists a critical shortage of teachers.

WITNESSETH:

1. Purpose. Teacher has elected to apply to the Department for a loan for the purpose of purchasing a residence pursuant to the Mississippi Employer-Assisted Housing Teacher Program, enacted by Section 37-159-11, Mississippi Code of 1972 Annotated ("Program"). Department has agreed to lend to Teacher the above stated Loan Amount pursuant to the terms of the Program, of which the Teacher is aware, and upon the terms and conditions herein stated.

2. Use of Loan Amount. Teacher shall only use the Loan Amount for the purposes of acquiring a residence within the County in which the District or any part of the District is located.
3. Term of Agreement. The term of this Agreement shall commence upon the later of the commencement of the Beginning School Year or the date of this Agreement above stated.
4. Grant for Service. Commencing with the Beginning School Year above stated, Teacher shall receive a grant for each year of service rendered as a teacher in the District of one-third (1/3) of the total Loan Amount with no interest accrued upon such grant.
5. Service of Teacher. Teacher agrees to render service as a teacher in the District for three (3) consecutive years commencing with the Beginning School Year and that the school year in which the Agreement is executed will be considered the Beginning School Year provided the Agreement is executed by December 1 of the school year, otherwise, the Beginning School Year will be the next school year. Provided however that the teacher may choose to accept employment in another district that is located in whole or in part within the county in which the residence is located so long as that school district has been designated by the State Board of Education as a geographical area where there exists a critical shortage of teachers. In the event of this occurrence the teacher shall still be considered as being in compliance with this agreement and the years of service in each of the school districts served shall be added together in determining that three consecutive years have been served.
6. Residence of Teacher. Teacher agrees to reside and occupy the residence acquired with the use of the Loan Amount during the term of this Agreement. Teacher may not lease out or rent to any person the said residence or any part thereof during the term hereof.
7. Tax Liability. Teacher acknowledges that the grant or forgiveness for rendering service as a teacher to the District may result in taxable income to Teacher for federal and/or state income tax purposes, and further acknowledges that liability for any and all taxes due upon such taxable income will be the sole responsibility and liability of Teacher, that the Department will withhold no sums from the amounts forgiven and will pay no withholdings thereon to the appropriate taxing authority. Teacher further acknowledges that the Department may furnish to the Internal Revenue Service and/or to the Mississippi State Tax Commission, such information and upon such forms as are required to give notice to the said Internal Revenue Service and/or to the Mississippi State Tax Commission of the grant or forgiveness to Teacher.
8. Events of Default. Default shall consist of the occurrence of any one or more of the following events: (a) failure of Teacher to render service to the District for three consecutive school years commencing with the Beginning School Year above stated; (b) failure of Teacher to continuously reside in the residence acquired with the use of the Loan Amount for three consecutive school years commencing with the Beginning School Year above stated; (c) any breach of any condition of this Agreement by Teacher; (d) breach of any condition under the Program by the Teacher.

9. Interest upon Default. Upon the occurrence of an Event of Default, interest shall accrue upon the unforgiven and unpaid portion of the Loan Amount as of the date of this Agreement and continuing until paid in full. The interest rate shall be the Stafford Loan rate in effect upon the occurrence of an Event of Default, as said rate is from time to time determined by the United States Department of Education.
10. Actions upon Default. Upon the occurrence of an Event of Default, the unforgiven and unpaid portion of the Loan Amount together with all interest accrued from the date of the Agreement shall be due immediately. The Department shall give notice to Teacher of the sums due as of the date of default and the interest amount thereafter. Such notice shall be made in writing and shall be deemed received by Teacher on the third business day after deposit in the United States mail, postage prepaid, and addressed to Teacher at the address of Teacher upon the records of the Department.
11. Collection Costs. If Teacher does not pay the sums due the Department within three business days after the day Teacher is deemed to have received the notice, the Department may employ an attorney or attorneys for the collection of the sums due, and in addition to the unforgiven and unpaid portion of the Loan Amount together with interest accrued and to accrue thereon, Teacher agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees and court costs.
12. Duties of the District. By its execution hereof, the District agrees that this Agreement has been fully approved by order duly entered upon the minutes of its board of trustees, and that its President has been duly authorized to execute same. District further agrees to notify Department in writing within three business days of the occurrence of any of the following: (a) Teacher ceases to render service to the District as a teacher at any time during the term hereof; (b) Teacher ceases to reside in and occupy the actual residence purchased with the use of the Loan Amount.
13. Acts of God. Teacher's performance of any duty herein required to be performed shall not be excused by the occurrence of war, tornado, fire, earthquake, flood, or death or disability of Teacher, regardless of cause, or any other act of God, or by Teacher's termination by the District.
14. Administration by Mississippi Home Corporation. Department may contract with Mississippi Home Corporation, or any other entity that it is permitted to contract with under the Program, to perform all or some of its duties under the Program.
15. Rules and Regulations of the Mississippi State Board of Education. This Agreement is subject to and shall be governed by the statutes of the State of Mississippi in such cases made and provided and by the rules and regulations adopted by the Mississippi State Board of Education pursuant to the Program. In the event of a conflict between the terms of this Agreement and the statutes of the State of Mississippi, the statutes shall control, in the event of a conflict between the terms of this Agreement and the rules and regulations adopted by the Mississippi State Board of Education pursuant to the Program, the rules and regulations shall control.
16. Advancement of Loan Amount. It is agreed that the Loan Amount will not be advanced until the closing of the purchase of a residence aforesaid by Teacher. It is further agreed that the above stated Loan Amount may be decreased due to lesser cash requirements at closing, and that if the Loan Amount is so decreased, this Agreement shall be deemed amended to reflect the amount actually advanced, and

in all other respects shall remain in full force and effect. It is further agreed that the Loan Amount shall not be increased after execution hereof unless this Agreement is amended in writing and executed, by all parties hereto.

WITNESS the signatures of Teacher, of the duly authorized officer of the Department and of the President of the Board of Trustees of District as of the date first above mentioned.

TEACHER

\_\_\_\_\_

Teacher

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

DEPARTMENT

Mississippi Department of Education

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

DISTRICT

\_\_\_\_\_

School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

---

NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_

Source: *Miss. Code Ann. § 37-1-3 (Revised 12/2003)*

*Rule 76.5 Moving Expense.* In accordance with Mississippi Code Section 37-159-5, the Department of Education will reimburse the moving expenses for teachers who enter into a contract with a school district situated within a geographical area of the state that is designated by the Mississippi Board of Education as having a critical shortage of teachers. The moving expenses will only be reimbursed if the contract for employment necessitates the relocation. Employment which necessitates the relocation of a teacher is defined as being greater than or equal to a thirty mile radius. It is not required that the actual residence to which the teacher relocates be within the boundaries of the school district which has executed a contract for employment. However, the teacher must relocate within the boundaries of the State of Mississippi. To be eligible for the reimbursement, the teacher must apply to the school district and the school district must obtain prior approval from the Department of Education for reimbursement before the relocation occurs. The school superintendent will request prior approval by completing and submitting the form Request of Prior Approval from the Department of Education for Reimbursement of Teacher Moving Expenses. The Department of Education will timely notify the school superintendent of its action on the request. Upon approval, the Department of Education will provide funds to the school district to reimburse the teacher an amount not to exceed \$1,000 for documented actual expenses incurred for relocation. The school superintendent will request reimbursement by completing and submitting the form Reimbursement for Moving Expenses. Upon receipt of the funds, the school superintendent will reimburse the teacher accordingly.

Eligible moving expenses consist of:

1. Professional moving companies (documented by actual invoice which indicates a zero balance or paid in full.)
2. Persons employed to assist with the move (documented by original receipts or canceled checks (front & back) or notarized statement signed by both the person employed to assist with the move and the individual moving.)
3. Rented moving vehicles or equipment (documented by actual invoice which indicates a zero balance or paid in full.)
4. Mileage in the amount authorized for state employees under Section 25-3-41, Mississippi Code of 1972 (Ann.), if the teacher uses his/her personal vehicle or vehicles for the move, limited to the shortest distance - one trip - one way only
5. Hotel expense incurred during the move not to exceed \$75.00, limited to one night. (documented by actual invoice which indicates a zero balance or paid in full.)

6. Meal expense incurred during the move not to exceed \$30.00 per day, limited to two days. (documented by actual meal receipts.)

No teacher may be reimbursed for moving expenses on more than one (1) occasion. Two or more teachers who have the same initial address and are moving to the same anticipated address are considered one household, and therefore only one teacher may claim moving expense reimbursement, not to exceed the \$1,000 maximum allowable reimbursement.

### REIMBURSEMENT FOR MOVING EXPENSES

School District \_\_\_\_\_ District No. \_\_\_\_\_

Teacher:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Moving Expense

Amount \_\_\_\_\_

Documentation Attached  
Professional Moving Company

Documentation Attached  
Employed Persons Assisting with Move

Documentation Attached  
Rented Vehicles and Equipment

Documentation Attached  
Meals (not to exceed \$30 per day - limited to two days)

Documentation Attached  
Mileage - based on amount authorized for state employees (MS Code Section 25-3-41. (limited to one trip - one way - shortest distance - one personal vehicle.

Note: Attached documentation must include points of travel. Total (Not to exceed \$1,000)

Note: Documentation of moving expenses must accompany this form.

Upon receipt of the reimbursement from the Department of Education, the School District will forward said reimbursement to the teacher identified above.

NOTE: No teacher may be reimbursed for moving expenses on more than one (1) occasion.

\_\_\_\_\_, Superintendent

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date

Submit request to:  
Office of Financial Accountability  
Mississippi Department of Education  
P. O. Box 771  
Jackson MS 39205-0771

**REQUEST OF PRIOR APPROVAL  
FROM THE DEPARTMENT OF EDUCATION FOR REIMBURSEMENT OF TEACHER  
MOVING EXPENSES**

School District \_\_\_\_\_ District No. \_\_\_\_\_

Teacher Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Teacher's Current Address \_\_\_\_\_

Teacher's Anticipated Address \_\_\_\_\_

\_\_\_\_\_

Note: A copy of the executed teacher's contract must accompany this request.  
No teacher may be reimbursed for moving expenses on more than one (1) occasion.

The school district requests that the Department of Education approve the reimbursement of moving expenses not to exceed \$1,000 for the teacher indicated above.

\_\_\_\_\_, Superintendent

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date

Submit request to:

Office of Financial Accountability  
Mississippi Department of Education  
P. O. Box 771  
Jackson MS 39205-0771

Source: *Miss. Code Ann. § 37-1-3 (Revised 12/2007)*

*Rule 76.6 University Assisted Teacher Recruitment and Retention Grant Program.* The goal of the University Assisted Teacher Recruitment and Retention Grant Program, as mandated in House Bill 609 (1998 Legislative Session), shall be to attract qualified teachers to those geographical areas of the state where there exists a critical shortage of teachers by making available scholarships to persons working towards a Master of Education degree or an Educational Specialist degree at an institution of higher learning whose teacher education program is approved by the State Board of Education.

The Mississippi Department of Education is authorized and directed to implement the requirements of House Bill 609, including, but not limited to, the promulgation of rules and regulations necessary for the proper administration of the University Assisted Teacher Recruitment and Retention Grant Program.

1. Rules and Regulations for Administration of the University Assisted Teacher Recruitment and Retention Grant Program

A single university or college shall be selected by the RFP process and shall be responsible for the administration of the University Assisted Teacher Recruitment and Retention Grant Program. That selected university or college shall be responsible for the implementation of program guidelines and the delivery of services under the grant. The selected university or college shall report directly to the Mississippi Teacher Center to ensure the program meets the overall goal of recruitment and retention of teachers for geographic areas of the state where teacher shortages exist as designated by the State Board of Education. The selected university or college shall comply with rules and regulations as stated below.

2. Institution Requirements for the Selected University or College Are As Follows:

- a. Offer a state approved Master of Education degree and/or Educational Specialist degree.
- b. Comply with HB 609, Section 13 and other appropriate subsections, for program operation.
- c. Have available resources to coordinate recruitment of teachers for critical needs areas as designated by the State Board of Education.
- d. Have available resources to provide professional development and support services necessary for the retention of teachers participating in the program.
- e. Have sufficient staff and a written plan of action for implementing the program.
- f. Develop a plan for ensuring the completion of all requirements for teacher participants to obtain a standard Mississippi teacher's license.
- g. Develop a plan for collaboration with other institutions of higher learning within the state.
- h. Give priority to applicants for the program who are relocating from in-state or out-of-state to teach in a critical shortage area.
- i. Establish accountability or performance measures to measure both student and program success.
- j. Comply with appropriate state and federal laws relating to nondiscriminatory practices in the operation of the program.

3. Teacher Participant Requirements Are As Follows:

- a. Hold a Mississippi teacher's license.
- b. Be employed by a school district located in an area of Mississippi where there exists a critical shortage of teachers as designated by the State Board of Education.
- c. Be enrolled in a state approved Master of Education or Educational Specialist program in the state of Mississippi
- d. Comply with all eligibility requirements as outlined in the Application for the University Assisted Teacher Recruitment and Retention Grant Program.

Source: *Miss. Code Ann. § 37-1-3 (Revised 11/2000)*

*Rule 76.7 Selection (under MAEP (4903.* When a certified secondary teacher is assigned to teach in a 5th or 6th grade departmentalized situation and is appropriately endorsed in the subject he/she is teaching, that teacher may be selected as a Minimum Foundation Program teacher in the State Department of Education's process and, if the teacher is selected, the district shall be reimbursed under the Minimum Program for that teacher.

Source: *Miss. Code Ann. § 37-1-3 (Adopted 12/1992)*

*Rule 76.8 Teacher Unit Approval Under Section 504 (Repealed 9/2011)*

*Rule 76.9 Process and Performance Review (Repealed 4/15/2011)*

*Rule 76.10 West Tallahatchie Rental Housing.* The construction of rental housing units for teachers in the West Tallahatchie School District is a pilot program that will be administered by the Department of Education. The Department of Education will advertise for bids for the purpose of contracting with a public or private entity to assist in implementing and administering the program.

The West Tallahatchie School District will receive proposals from developers, after having advertised for bids, for the construction of the rental housing units and will submit a recommendation to the State Department of Education as to which developer should construct the units. The Department of Education will make the final determination about which developer will construct the units.

After selection of the developer, the Department of Education will loan the developer not more than \$200,000 for the construction of the units for a period of time not to exceed fifteen (15) years. The interest rate on the loan will be equal to one percent (1%) below the discount rate established by the Federal Reserve Bank Mississippi Critical Shortage Fund. If a claim against the developer for repayment is placed in the hands of an attorney for collection, the developer will be liable for an additional amount equal to a reasonable attorney's fee. The developer will operate the rental housing units. For a period of ten (10) years or until such time that the loan is repaid by the developer, whichever is longer, the priority for residence in the

housing units will first be given to teachers employed in the West Tallahatchie School District, then to other licensed school district employees, and then to any other school district employee.

Source: *Miss. Code Ann. § 37-1-3 (Adopted 6/1998)*