

The Protection of Teachers' Rights in Indonesia: A Comparative Analysis of Islamic Law and Positive Law

Ansari Yamamah¹ Dina Sahara Hasibuan²

¹State Islamic University of North Sumatra, Medan 20371, Indonesia.

²State Islamic University of North Sumatra, Medan 20371, Indonesia.

Email: ansariyamamah@uinsu.ac.id dinasahara96@gmail.com

Info Articles	Abstract
Article History Received : 20-09-2026 Revised : 28-09-2026 Published: 09-10-2026 Keywords: <i>Teachers' Rights; Islamic Law; Positive Law; Professional Protection; Remuneration; Madrasah Teachers; Education Legislation</i>	<i>Indonesian law guarantees teachers income, professional development, and protection in the exercise of their duties, yet the guarantees are distributed unequally among civil servant teachers, contract teachers, and those employed by private and madrasah foundations, and the protection of teachers against criminalisation for ordinary disciplinary acts remains contested. Islamic legal doctrine developed a detailed body of rules on remuneration for teaching and on the standing of the teacher that Indonesian scholarship rarely brings into legal analysis. This study compares the protection of teachers' rights under Islamic law and Indonesian positive law, identifies the gaps between guarantee and realisation, and formulates proposals for the codification of education legislation now before the legislature. The research is normative juridical and doctrinal, using statutory, conceptual, and comparative approaches, with classical doctrine on hire and wages and maqasid reasoning as internal normative standards. The two systems converge on the entitlement to remuneration, its timeliness, and the teacher's standing, and diverge in institutional form rather than in principle. Three gaps persist in Indonesian practice: unequal treatment of teachers outside civil service status, the weakness of professional protection against criminal process, and delay in the payment of entitlements. Islamic doctrine on the timeliness of wages and on the employer's liability speaks directly to the third and is legally usable rather than merely hortatory. The codification should equalise core entitlements by function rather than by employment status, state professional protection in operative terms, and attach consequences to delay in payment.</i>

I. INTRODUCTION

The Indonesian statute on teachers and lecturers, enacted in 2005, was a landmark. It recognised teaching as a profession, established qualification and certification requirements, and enumerated rights: income above the minimum subsistence level and social welfare, promotion and recognition according to performance, protection in the performance of duties and in respect of intellectual property, opportunity to improve competence, and freedom in assessing students and in professional association.¹ It also provided, in a much-cited provision, that teachers are entitled to protection in carrying out their duties, including legal protection, protection of the profession, and protection of occupational safety and health.²

¹ Republic of Indonesia, Law No. 14 of 2005 concerning Teachers and Lecturers, Article 14(1).

² Law No. 14 of 2005, Articles 39(1)–(3).

Two decades later the gap between the enumeration and its realisation remains the dominant theme of Indonesian discussion about teachers. The gap has three principal forms. The first is stratification: entitlements attach in practice to employment status, so that teachers holding civil service or government contract appointments receive guarantees that teachers employed by private foundations and by madrasah under religious affairs administration often do not, despite performing the same function under the same qualification requirements.³ The second is the fragility of professional protection: teachers who take ordinary disciplinary measures are exposed to criminal complaints, and the statutory guarantee of protection has proved difficult to operationalise because it is not connected to any procedure.⁴ The third is delay: professional allowances and other entitlements are frequently paid late, sometimes for extended periods, which converts a legal entitlement into a contingent benefit.

Islamic legal doctrine has a good deal to say about all three, and it says it in legal rather than merely ethical terms. The contract of hire covers the hire of services, and teaching was analysed within it once the early debate about accepting payment for teaching the Qur'an was resolved in favour of permissibility; the hired party is entitled to the agreed wage upon performance, and the delay of a due wage by a solvent obligor is a wrong, the well-known instruction to give the worker his wage before his sweat dries establishing immediacy as the default.⁵ The standing of the teacher is treated extensively in the literature on the etiquette of learning, which imposes duties of respect on students and on the community.⁶ And the protection of property, which includes the security of earned entitlements, is among the essential interests that legislation is expected to serve.⁷

Indonesian scholarship on teachers' rights is substantial but tends to separate these registers. Legal studies analyse the statutory guarantees and their implementation; Islamic educational studies analyse the teacher's standing in religious terms. The comparative work that would show where the two systems converge, where they diverge, and what one can supply to the other is comparatively rare.⁸

The question is timely for a specific reason. The legislature is considering a codification that would consolidate the national education statute, the statute on teachers and lecturers, and the higher education statute into a single instrument;

³ Law No. 14 of 2005, Articles 15–19; Law No. 20 of 2023 concerning State Civil Apparatus, Articles 1 and 5–6.

⁴ Law No. 14 of 2005, Article 39; Regulation of the Minister of Education and Culture No. 10 of 2017 concerning the Protection of Educators and Education Personnel, Articles 2–8.

⁵ Wael B. Hallaq, *Shari'a: Theory, Practice, Transformations* (Cambridge: Cambridge University Press, 2009), 239–48; Mohammad Hashim Kamali, *Shari'ah Law: An Introduction* (Oxford: Oneworld, 2008), 191–200.

⁶ Burhān al-Dīn al-Zarnūjī, *Ta'lim al-Muta'allim Ṭarīq al-Ta'allum* (Beirut: al-Maktab al-Islāmī, 1981), 13–28; Badr al-Dīn Ibn Jamā'ah, *Tadhkirat al-Sāmi' wa al-Mutakallim fī Adab al-Ālim wa al-Muta'allim* (Beirut: Dār al-Kutub al-Ilmiyya, 2005), 45–63.

⁷ Abū Ishāq al-Shātibī, *al-Muwāfaqāt fī Uṣūl al-Shari'a* (Cairo: Dār Ibn 'Affān, 1997), 2:17–25.

⁸ Azyumardi Azra, *Pendidikan Islam: Tradisi dan Modernisasi di Tengah Tantangan Milenium III* (Jakarta: Kencana, 2012), 55–72.

the draft has reached the harmonisation stage, and commentary has raised the concern that integration should not dilute the professional rights currently guaranteed by the separate teachers' statute.⁹ Until that process concludes the existing statutes remain in force. A codification is precisely the moment at which structural inequalities can be corrected or entrenched.

This article accordingly asks four questions. First, what rights does Islamic legal doctrine confer on the teacher, and on what basis? Second, what does Indonesian positive law guarantee, and to whom? Third, where do the two systems converge and diverge, and what does the comparison reveal about the Indonesian gaps? Fourth, what should the codification provide?

II. LITERATURE REVIEW AND THEORETICAL FRAMEWORK

The classical law of hire supplies the first framework. The jurists analysed the hire of persons as a contract in which a defined benefit is exchanged for a defined consideration, requiring that the work and the wage be known and that the wage become due upon performance unless otherwise agreed.¹⁰ The early hesitation about payment for teaching the Qur'an, grounded in the concern that religious instruction should not be commercialised, gave way in the developed schools to permissibility, supported by the report authorising payment for teaching the Book of God, with the result that teaching became a hired service with the ordinary consequences.¹¹ Two consequences matter here: the teacher's claim is contractual rather than charitable, and the employer's obligation is immediate rather than discretionary.

The treatment of delay forms the second framework. Islamic law treats the deferral of a due obligation by a solvent obligor as wrongful, and the instruction to pay the worker before the sweat dries has been read as establishing immediacy as the default term of the contract rather than as a counsel of generosity.¹² The doctrinal significance is that delay is a breach, not a lesser performance, which supports the attachment of consequences to it.

The literature on the standing of the teacher forms the third framework. Al-Zarnūjī and Ibn Jamā'ah set out duties of respect owed to the teacher by students, and al-Ghazālī located the teacher's function within a conception of knowledge as formation, which grounds the teacher's authority in a role rather than in an office.¹³ This literature is often read as hortatory, but it has legal implications: authority to correct and discipline is an incident of the role, and a system that exposes the

⁹ "Revisi UU Sisdiknas Menggunakan Kodifikasi," Hukumonline, accessed 2026, <https://www.hukumonline.com/berita/a/revisi-uu-sisdiknas-menggunakan-kodifikasi-lt6840183d8527c/>.

¹⁰ Hallaq, *Shari'ah*, 239–48.

¹¹ Kamali, *Shari'ah Law*, 191–200; Jonathan P. Berkey, *The Transmission of Knowledge in Medieval Cairo: A Social History of Islamic Education* (Princeton: Princeton University Press, 1992), 44–60.

¹² Mohammad Hashim Kamali, *Principles of Islamic Jurisprudence*, 3rd ed. (Cambridge: Islamic Texts Society, 2003), 267–81.

¹³ al-Zarnūjī, *Ta'lim al-Muta'allim*, 13–28; Ibn Jamā'ah, *Tadhkirat al-Sāmi'*, 45–63; Abū Ḥāmid al-Ghazālī, *Ihyā' 'Ulūm al-Dīn* (Beirut: Dār al-Ma'rifa, n.d.), 1:15–30.

teacher to sanction for the ordinary exercise of that authority undermines the function the law claims to support.

The theory of purposes supplies the fourth framework. The protection of intellect is served by education, and education depends on the existence of a body of competent teachers; the protection of property secures earned entitlements; and the protection of honour bears on the teacher's standing.¹⁴ The relevance for legislative design is that measures securing teachers' livelihoods are not welfare concessions but instruments for protecting an essential interest.

Indonesian legal scholarship supplies the fifth framework, examining the implementation of the teachers' statute, the position of non-civil-servant teachers, and the recurring problem of criminal complaints against teachers.¹⁵ The gap this article addresses is the absence of a systematic comparison: no study sets the classical entitlements alongside the statutory ones in order to identify which Indonesian deficiencies are matters of institutional design and which are matters of principle.

III. RESEARCH METHOD

This study is normative juridical research, doctrinal in technique, comparative in approach, and prescriptive in orientation.¹⁶

The statutory approach examines the constitutional provisions on education and on work, the statute on teachers and lecturers, the national education statute, the implementing regulations on teachers, the ministerial regulation on the protection of educators and education personnel, the legislation on state civil apparatus so far as it governs the status of teachers, and the statute on pesantren so far as it concerns educators in religious institutions. The conceptual approach clarifies the relations among entitlement, status, protection, and remedy. The comparative approach is functional: Islamic legal doctrine and Indonesian positive law are compared as answers to the same questions who owes the teacher what, when, and with what remedy rather than as systems to be ranked.¹⁷ Islamic legal methodology is applied internally, with the law of hire supplying the doctrinal content and *maqāṣid al-sharī'a* supplying the evaluative criterion.

Primary legal materials comprise the 1945 Constitution, particularly Articles 27(2), 28D(2), and 31; Law No. 20 of 2003 concerning the National Education System; Law No. 14 of 2005 concerning Teachers and Lecturers; Law No. 12 of 2012 concerning Higher Education; Law No. 18 of 2019 concerning Pesantren; Law No. 20 of 2023 concerning State Civil Apparatus; Government Regulation No. 74 of 2008 concerning Teachers as amended by Government Regulation No. 19 of 2017; and Regulation of the Minister of Education and Culture No. 10 of 2017 concerning the Protection of Educators and Education Personnel. The draft codification is treated

¹⁴ al-Shātibī, *al-Muwāfaqāt*, 2:17–25; Jasser Auda, *Maqasid al-Shariah as Philosophy of Islamic Law: A Systems Approach* (London: International Institute of Islamic Thought, 2008), 45–55.

¹⁵ Law No. 14 of 2005, Articles 14–20 and 39; Regulation of the Minister of Education and Culture No. 10 of 2017, Articles 2–8.

¹⁶ Peter Mahmud Marzuki, *Penelitian Hukum*, rev. ed. (Jakarta: Kencana, 2017), 55–60.

¹⁷ Konrad Zweigert and Hein Kötz, *An Introduction to Comparative Law*, 3rd ed., trans. Tony Weir (Oxford: Clarendon Press, 1998), 34–47.

as material for policy analysis. Secondary materials are peer-reviewed articles, monographs, and classical works of *fiqh* and *uṣūl al-fiqh*.

The analysis reconstructs the entitlements under each system, sets them side by side against a common set of questions, identifies the gaps that the comparison exposes, and formulates proposals. The study does not generate empirical data on the incidence of late payment or of criminal complaints; it relies on published sources and confines itself to structural claims.

IV. RESULTS AND DISCUSSION

A. The Teacher's Entitlements in Islamic Legal Doctrine

The first finding is that classical doctrine yields a more determinate set of entitlements than its hortatory reputation suggests.

Entitlement to remuneration. Once teaching is analysed as a hired service, the teacher's claim to the agreed wage is a contractual claim, enforceable in the ordinary way, and it does not depend on the employer's satisfaction with outcomes beyond the agreed work.¹⁸ The wage must be known at the time of contracting, which is a requirement of certainty that speaks directly to arrangements in which a teacher's remuneration depends on discretionary allocations.

Timeliness. The wage becomes due upon performance, and delay by a solvent obligor is wrongful.¹⁹ This is a strong position: it treats late payment as a breach rather than as a defect in administration, and it supports remedies attaching to delay itself.

Limits on unilateral variation. Because the contract of hire requires the work to be defined, a unilateral expansion of the hired party's duties without corresponding consideration is a departure from the agreed terms rather than an exercise of managerial discretion. Translated into contemporary terms, this supports treating substantial additions to a teacher's administrative workload as matters requiring adjustment rather than as inherent features of the role, and it gives doctrinal content to a complaint that is usually expressed only as a grievance.

Certainty of terms. The classical requirements that the work and the wage be defined operate as protections against the indefinite expansion of duties without corresponding consideration, a familiar complaint about teachers' administrative burdens.

Standing and authority. The literature on the etiquette of learning imposes duties of respect on students and on the community, and treats the teacher's corrective authority as an incident of the role.²⁰ The legal implication is not immunity but recognition that the exercise of ordinary corrective authority is authorised conduct.

Provision through endowment. Historically, teachers in madrasah were supported by endowments whose terms specified stipends, which removed

¹⁸ Hallaq, *Shari'a*, 239–48.

¹⁹ Kamali, *Principles of Islamic Jurisprudence*, 267–81.

²⁰ Ibn Jamā'ah, *Tadhkirat al-Sāmi'*, 45–63; Syed Muhammad Naquib al-Attas, *The Concept of Education in Islam: A Framework for an Islamic Philosophy of Education* (Kuala Lumpur: ISTAC, 1991), 13–28.

remuneration from the discretion of the ruler or of individual patrons.²¹ The institutional lesson is the value of a stable, rule-based funding source.

B. Indonesian Positive Law: Enumerated Rights and Stratified Realisation

The second finding concerns the structure of Indonesian guarantees. The statute on teachers and lecturers enumerates rights comprehensively, the implementing regulation elaborates qualification, certification, and allowances, and a ministerial regulation of 2017 addresses the protection of educators and education personnel, covering legal protection, professional protection, and occupational safety, and providing for the involvement of associations and of the education authorities.²²

The realisation of these rights is nevertheless stratified. Teachers holding civil service or government contract appointments are governed by the state civil apparatus regime, which supplies salary structures, social security, and career pathways.²³ Teachers employed by private foundations, including many madrasah, depend on the foundation's resources, supplemented by state allowances for those who satisfy certification and workload conditions. Teachers in religious institutions recognised under the pesantren statute occupy a further position, with funding arrangements provided for by presidential regulation.²⁴ The result is that the same statutory right income above the subsistence level, for example produces materially different outcomes depending on the employer, and that the conditions attached to state allowances become the operative determinant of a teacher's livelihood.

Professional protection displays a different weakness. The statutory guarantee is real but abstract: it declares an entitlement to protection without specifying the procedural consequences of the declaration. The ministerial regulation improves matters by identifying forms of protection and the bodies involved, but it does not, and as a ministerial instrument cannot, alter the operation of criminal procedure.²⁵ A teacher facing a complaint arising from ordinary disciplinary action therefore relies on prosecutorial discretion and on institutional support rather than on a defined legal position.

C. Comparison: Convergence in Principle, Divergence in Institution

The third finding emerges from setting the two systems side by side against a common set of questions.

²¹ George Makdisi, *The Rise of Colleges: Institutions of Learning in Islam and the West* (Edinburgh: Edinburgh University Press, 1981), 35–52; Berkey, *The Transmission of Knowledge in Medieval Cairo*, 44–60.

²² Law No. 14 of 2005, Articles 8–20 and 39; Government Regulation No. 74 of 2008 concerning Teachers, as amended by Government Regulation No. 19 of 2017, Articles 2–15; Regulation of the Minister of Education and Culture No. 10 of 2017, Articles 2–8.

²³ Law No. 20 of 2023 concerning State Civil Apparatus, Articles 5–6 and 21–24.

²⁴ Law No. 18 of 2019 concerning Pesantren, Articles 26 and 48–49; Presidential Regulation No. 82 of 2021 concerning Funding for the Implementation of Pesantren, Articles 2–5.

²⁵ Regulation of the Minister of Education and Culture No. 10 of 2017, Articles 2–8; compare Law No. 14 of 2005, Article 39.

Question	Islamic legal doctrine	Indonesian positive law
Basis of the claim	Contract of hire; wage due on performance	Statutory enumeration plus employment relationship
Certainty of remuneration	Wage must be known at contracting	Salary by status; allowances conditional
Timeliness	Immediate; delay by a solvent obligor is wrongful	Not addressed; delay common in practice
Scope of duties	Must be defined; expansion requires consent	Workload regulated; administrative burden diffuse
Standing and authority	Corrective authority an incident of the role	Protection declared; procedure unspecified
Funding source	Endowment with fixed stipends	State budget, foundation resources, allowances
Remedy	Ordinary contractual claim	Administrative channels; litigation rare

Table 1. Teachers' entitlements compared

Three conclusions follow. First, the two systems converge on principle to a striking degree: both treat the teacher's claim as an entitlement rather than a benefit, both require certainty of terms, and both recognise the teacher's standing. Second, they diverge on institutional form, and the divergence favours Islamic doctrine on one point in particular: timeliness is a rule in the classical law and a silence in the Indonesian framework. Third, the Indonesian deficiencies are therefore not deficiencies of principle but of specification and of remedy the entitlements are declared without being made operative.

D. Three Gaps and How to Close Them

The fourth finding identifies the gaps precisely.

Stratification by status rather than function. A teacher's core entitlements should follow the function performed and the qualification held, not the identity of the employer. The comparative analysis supports this: the classical contract of hire attaches to the service rendered, and the endowment model supplied a funding source independent of the employer's fortunes. The practical correlate in Indonesian terms is that the conditions attached to core entitlements should be qualification- and workload-based, applied uniformly across school types and administering ministries, with funding mechanisms designed to reach teachers in institutions with limited resources.

Professional protection without procedure. A declaration of protection that does not alter any procedure protects no one. Making it operative requires three elements: a defined standard distinguishing ordinary corrective and disciplinary action, performed within the institution's rules, from conduct that exceeds it; a requirement that complaints arising from educational conduct be examined by the education authority and the professional association before criminal process is initiated, as a procedural filter rather than an immunity; and provision of legal assistance to teachers facing such complaints. None of these makes the teacher unaccountable; each of them directs accountability to the appropriate forum in the first instance.

Delay in payment. This is the gap that classical doctrine addresses most directly. If the wage is due on performance and delay by a solvent obligor is wrongful, then delay should carry consequences. The codification should state a payment period for entitlements funded from the state budget, require disclosure of arrears, and provide a remedy compensation for delay, or at minimum an administrative complaint route with a defined response time. The point is not to punish administrators but to convert a recurring practical failure into a legal event with a defined consequence.

E. Madrasah and Pesantren Teachers: The Sharpest Case

The three gaps identified above are present throughout the system, but they are sharpest for teachers in madrasah and pesantren, and the reasons are structural rather than incidental.

The first reason is the employer. A large proportion of madrasah are privately established, and their teachers are employed by foundations whose income depends on fees, community contributions, and such state assistance as they qualify for. The statutory entitlement to income above the subsistence level is addressed to a relationship in which an employer has the capacity to pay; where that capacity is absent, the entitlement operates as an aspiration unless the state supplies the difference. The conditions attached to state allowances therefore determine the teacher's livelihood, and those conditions certification, minimum workload, and data registration are more difficult to satisfy in small institutions with weak administration.

The second reason is administrative division. Teachers in madrasah are administered by the religious affairs ministry while the general framework for teachers is developed by the education ministry, with the consequence that changes in policy reach the two populations at different times and through different instruments. Disparity of this kind is invisible in the statute, which speaks of teachers without qualification, and visible only in implementation.

The third reason is the position of educators in pesantren, whose function is recognised by statute and whose funding is provided for by presidential regulation, but whose relationship to the general framework of teacher entitlements is not fully articulated.²⁶ An educator teaching classical texts in a recognised pesantren performs a function the state has recognised as part of national education, and the case for equal treatment of core entitlements follows from that recognition.

The Islamic legal analysis bears directly on this. The contract of hire attaches the obligation to the person who receives the service, but the historical solution to the problem of employers without capacity was institutional: endowments supplied stipends on fixed terms, removing the teacher's livelihood from the fortunes of a particular patron.²⁷ The modern equivalent is a funding mechanism that follows the function rather than the employer, which is precisely what the reconstruction proposed here requires.

²⁶ Law No. 18 of 2019 concerning Pesantren, Articles 26 and 48–49; Presidential Regulation No. 82 of 2021, Articles 2–5.

²⁷ Makdisi, *The Rise of Colleges*, 35–52; Berkey, *The Transmission of Knowledge in Medieval Cairo*, 44–60.

F. Remedies: The Missing Element

The comparison in Table 1 exposes an asymmetry that deserves separate treatment. Islamic legal doctrine treats the teacher's claim as an ordinary contractual claim, enforceable through the same process as any other debt; Indonesian law enumerates rights without specifying how a teacher whose rights are not honoured obtains a remedy. The difference is not one of generosity but of legal architecture, and it explains why the Indonesian guarantees have proved difficult to realise.

Consider the ordinary case of an unpaid or long-delayed allowance. The teacher's practical options are to raise the matter with the institution, to approach the supervising office, or to complain through a professional association. Litigation is available in principle through the administrative courts where the respondent is a public body, or the civil or industrial relations courts where the employment is private but it is slow, costly relative to the sums involved, and professionally hazardous for a teacher who must continue working in the institution complained of. The result is that the entitlement is real in law and contingent in fact.

Three measures would change this without creating new litigation. The first is a defined administrative complaint route with a fixed response period and a duty to give reasons, lodged with the supervising education office and reportable to the professional association. The second is transparency: publication of arrears by district and by institution converts a diffuse grievance into a visible fact, which is often more effective than an individual remedy. The third is a statutory interest or compensation rule for delay in the payment of publicly funded entitlements, which gives the obligation a price and thereby a priority within budget administration.

The same reasoning applies to professional protection. A guarantee of protection with no procedure attached produces uncertainty for everyone: the teacher does not know what protection means, the complainant does not know where to go, and the institution does not know what it must do. Specifying the procedure is therefore not a concession to teachers but a contribution to legal certainty for all parties.

G. Proposals for the Codification

The fifth finding concerns the vehicle. With the codification in harmonisation and commentary already warning against dilution of existing professional rights, four provisions should be secured.²⁸

A non-regression clause. The codified statute should provide expressly that rights presently guaranteed by the teachers' statute are not reduced by integration, which addresses the principal concern raised in public commentary.

Entitlements defined by function. Core entitlements should be stated as attaching to persons performing the teaching function with the required qualification, with differences between employment regimes confined to matters genuinely dependent on status.

²⁸ "Revisi UU Sisdiknas Menggunakan Kodifikasi," Hukumonline.

Operative professional protection. The codification should state the standard, the procedural filter, and the assistance obligation described above, since a statute can do what a ministerial regulation cannot.

Timeliness with consequences. The codification should fix payment periods for teacher entitlements funded from public sources and attach a remedy to delay.

Gap	Proposal	Instrument
Stratification by employment status	Entitlements attach to function and qualification	Codified statute
Abstract professional protection	Standard, procedural filter, legal assistance	Codified statute
Delay in payment	Payment period and remedy for delay	Codified statute and budget regulation
Risk of dilution by integration	Non-regression clause	Codified statute

Table 2. Proposals for the codification of education legislation

H. Objections and Limits

Three objections deserve an answer.

The first is fiscal. Equalising core entitlements by function rather than by employment status implies additional expenditure, and the objection is that the state cannot assume obligations toward teachers it did not employ. The answer is partly constitutional and partly analytical. Constitutionally, the state has undertaken to organise a single national education system and to finance compulsory basic education, and teachers in private and madrasah institutions deliver that system; the obligation follows the function the state has claimed. Analytically, the state already pays allowances to such teachers on conditions, so the issue is not whether to fund but whether the conditions are designed to reach those who most need them.

The second is that a procedural filter for complaints against teachers risks shielding genuine misconduct. The proposal does not create immunity: it directs complaints arising from educational conduct to examination by the education authority and the professional association before criminal process begins, with the filter inapplicable where the allegation involves conduct outside the educational role. Comparable filters exist in other professional fields without producing impunity, and their function is to ensure that the body with the relevant expertise assesses the conduct first.

The third is that emphasising Islamic legal doctrine in an analysis of teachers' rights risks confining the argument to religious institutions. The opposite is intended. The doctrinal points advanced here that the wage is due on performance, that delay by a solvent obligor is wrongful, that the scope of hired work must be defined are general propositions about employment that happen to be well developed in that tradition, and their application to Indonesian teachers is not limited by the religious character of the employer.

A limitation should be acknowledged. The claims about disparity are structural, drawn from the design of the entitlement conditions rather than from measurement of realised outcomes. Quantifying the disparity, particularly between madrasah and state school teachers with equivalent qualifications, would strengthen the case considerably and is the most useful next step.

V. CONCLUSION

Islamic legal doctrine and Indonesian positive law converge more closely on teachers' rights than the separate literatures suggest. Both treat the teacher's claim as an entitlement grounded in the performance of a defined service rather than as a discretionary benefit; both require that terms be certain; both recognise the teacher's standing and corrective authority. The divergence lies in institutional form and, on one point, in substance: classical doctrine treats delay in paying a due wage as wrongful and supports a remedy for it, whereas the Indonesian framework declares entitlements without addressing when they must be paid or what follows if they are not.

Three gaps therefore characterise the Indonesian position. Entitlements are stratified by employment status rather than by function, so that teachers performing identical work under identical qualification requirements receive materially different protection depending on whether they are employed by the state, by a private foundation, or by a religious institution. Professional protection is declared but not made operative, leaving teachers who take ordinary disciplinary action exposed to criminal complaint without a defined legal position. And payment of entitlements is subject to delay that the law does not treat as a legal event.

The codification of education legislation now in harmonisation is the appropriate occasion for correction, and also the occasion at which existing rights are most at risk of dilution. Four provisions should be secured: a non-regression clause preserving the rights currently guaranteed; core entitlements defined by function and qualification rather than by employment status; professional protection expressed as a standard, a procedural filter directing complaints about educational conduct first to the education authority and the professional association, and an obligation to provide legal assistance; and payment periods for publicly funded entitlements with a remedy for delay.

Further research should quantify the disparity in realised entitlements between teachers in state schools, private foundations, and madrasah; examine the handling of criminal complaints arising from disciplinary action in order to test whether a procedural filter would function as intended; and study the endowment-based funding of educators in comparative Muslim jurisdictions as a model for stabilising remuneration in institutions with limited resources.

REFERENCES

- al-Attas, Syed Muhammad Naquib. *The Concept of Education in Islam: A Framework for an Islamic Philosophy of Education*. Kuala Lumpur: ISTAC, 1991.
- Auda, Jasser. *Maqasid al-Shariah as Philosophy of Islamic Law: A Systems Approach*. London: International Institute of Islamic Thought, 2008.
- Azra, Azyumardi. *Pendidikan Islam: Tradisi dan Modernisasi di Tengah Tantangan Milenium III*. Jakarta: Kencana, 2012.
- Berkey, Jonathan P. *The Transmission of Knowledge in Medieval Cairo: A Social History of Islamic Education*. Princeton: Princeton University Press, 1992.
- al-Ghazālī, Abū Ḥāmid Muḥammad. *Iḥyā' 'Ulūm al-Dīn*. Beirut: Dār al-Ma'rifa, n.d.

- Hallaq, Wael B. *Shari'ah: Theory, Practice, Transformations*. Cambridge: Cambridge University Press, 2009.
- Ibn Jamā'ah, Badr al-Dīn. *Tadhkirat al-Sāmi' wa al-Mutakallim fī Adab al-ʿĀlim wa al-Muta'allim*. Beirut: Dār al-Kutub al-ʿIlmiyya, 2005.
- Kamali, Mohammad Hashim. *Principles of Islamic Jurisprudence*. 3rd ed. Cambridge: Islamic Texts Society, 2003.
- . *Shari'ah Law: An Introduction*. Oxford: Oneworld, 2008.
- Makdisi, George. *The Rise of Colleges: Institutions of Learning in Islam and the West*. Edinburgh: Edinburgh University Press, 1981.
- Marzuki, Peter Mahmud. *Penelitian Hukum*. Rev. ed. Jakarta: Kencana, 2017.
- al-Shātibī, Abū Ishāq. *al-Muwāfaqāt fī Uṣūl al-Sharīʿa*. Cairo: Dār Ibn ʿAffān, 1997.
- al-Zarnūjī, Burhān al-Dīn. *Taʿlīm al-Muta'allim Ṭarīq al-Ta'allum*. Beirut: al-Maktab al-Islāmī, 1981.
- Zweigert, Konrad, and Hein Kötz. *An Introduction to Comparative Law*. 3rd ed. Translated by Tony Weir. Oxford: Clarendon Press, 1998.

Legislation and Regulations

- Indonesia. The 1945 Constitution of the Republic of Indonesia, Articles 27(2), 28D(2), and 31.
- . Law No. 20 of 2003 concerning the National Education System.
- . Law No. 14 of 2005 concerning Teachers and Lecturers.
- . Law No. 12 of 2012 concerning Higher Education.
- . Law No. 18 of 2019 concerning Pesantren.
- . Law No. 20 of 2023 concerning State Civil Apparatus.
- . Government Regulation No. 74 of 2008 concerning Teachers, as amended by Government Regulation No. 19 of 2017.
- . Presidential Regulation No. 82 of 2021 concerning Funding for the Implementation of Pesantren.
- . Regulation of the Minister of Education and Culture No. 10 of 2017 concerning the Protection of Educators and Education Personnel.