

COMPENSATION AND BENEFITS:  
SALARIES, WAGES, AND STIPENDS

DEA  
(LOCAL)

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	<p>The Superintendent shall recommend to the Board for approval pay structures and compensation plans for all District employees. Pay structures shall be designed and administered for the purpose of attracting and retaining qualified employees to achieve District goals. The Superintendent shall administer and maintain pay systems in accordance with administrative regulations for the District compensation plan.</p>
PAY SYSTEMS DESCRIPTION	<p>The Superintendent shall assign positions to pay ranges that define the minimum and maximum base pay for the positions.</p>
	<p>All employees shall be paid within the assigned pay ranges unless exceptions are granted by the Board.</p>
PAY INCREASE BUDGET	<p>The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Pay increases beyond the budgeted amount for individuals or positions shall be subject to Board approval.</p>
CLASSIFICATION OF POSITIONS	<p>The Superintendent or designee shall determine the classification of positions or employees as "exempt" or "nonexempt" for purposes of payment of overtime in compliance with the Fair Labor Standards Act.</p>
EXEMPT	<p>The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.</p>
	<p>An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District's attention, through the District's complaint policy [see DGBA]. If improper deductions are confirmed, the district will reimburse the employee and take steps to ensure future compliance with the FLSA.</p>
NONEXEMPT	<p>Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours.</p>
	<p>A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated accordance with the Fair Labor Standards Act.</p>
COMPENSATORY TIME	<p>Compensation for overtime hours shall be awarded at one and a half times the employee's regular rate of pay or by time and a half earned in compensatory time. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay. Compensatory time earned by nonexempt</p>

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employees may not accumulate beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of overtime, the employee will be required to take compensatory time or, at the District's option, will receive overtime pay.

Compensatory time shall be used within the duty year in which it is earned. The District shall pay an employee overtime for all unused compensatory time remaining at the end of the fiscal year. **Exception: Compensatory time earned within 30 days of the end of the duty year due to peak work loads may be carried over to the next duty year.** Use of compensatory time may be at the employee's request or as determined by the employee's supervisor to protect the District's schedules and activities.

WORKWEEK  
DEFINED

For the purposes of FLSA compliance, the workweek for District employees shall be 12:00 a.m. Saturday until 11:59 p.m. Friday.

SUPPLEMENTAL  
DUTIES

The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the Fair Labor Standards Act, as needed. The employee shall be compensated for these assignments according to the supplemental duty pay schedule established by the Board. These assignments may be discontinued at any time for any reason or no reason, by either party. The assignment of these duties shall not create any expectation of continued assignment to that same duty or any other duty.

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