

No. \_\_\_\_\_



## UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** First Reading of Revised Policy DEA (LOCAL): Compensation and Benefits: Salaries and Wages

**SUBMITTED BY:** Mrs. Gloria S. Rendon **OF** Asst. to the Superintendent

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** February 16, 2009

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve First Reading of Revised Policy DEA (LOCAL):  
Compensation and Benefits: Salaries and Wages

### **RATIONALE:**

### **BUDGETARY INFORMATION:**

### **BOARD POLICY REFERENCE AND COMPLIANCE:**

COMPENSATION AND BENEFITS  
SALARIES AND WAGES

DEA  
(LOCAL)

The Superintendent shall recommend to the Board for approval compensation plans for all District employees. Compensation plans may include wage and salary structures, stipends, benefits, and incentives.

PAY ADMINISTRATION

The Superintendent shall administer the compensation plans consistent with the budget approved by the Board. The Superintendent or designee shall classify each job title within the compensation plans based on the qualifications and duties of the position. Within these classifications, the Superintendent or designee shall determine appropriate pay for new employees and employees re-assigned to different positions.

ANNUAL PAY  
INCREASES

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget.

MID-YEAR PAY  
INCREASES

A contract employee's pay shall not be increased after performance on the contract has begun unless there is a change in the employee's job assignment or duties that warrants additional compensation. Any such changes in pay during the term of the contract shall require Board approval.

CONTRACT  
EMPLOYEES

NONCONTRACT  
EMPLOYEES

The Superintendent may grant a pay increase to a noncontract employee after duties have begun only when there is a change in the employee's job assignment or duties, or when an adjustment in the market value of the job warrants additional compensation. The Superintendent shall report any such pay increases to the Board.

CLASSIFICATION OF  
POSITIONS

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 (FLSA).

EXEMPT

The District shall pay employees who are exempt from the overtime pay requirements of the 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.

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.

The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the FLSA, as needed. [See DK(LOCAL)] The employee shall be compensated for these assignments according to the District's compensation plans.

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**NONEXEMPT**

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 within a workweek.

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 in accordance with the FLSA.

**OVERTIME  
COMPENSATION**

In order to secure any overtime compensation, supervisors of nonexempt employees shall secure a written agreement with an employee regarding the form of compensation for overtime (cash or compensatory time off) prior to the performance of the work occasioning the overtime duty. Supervisors and employees shall complete the appropriate overtime authorization form documenting all overtime worked, prior to the performance of the overtime work. If circumstances make it impossible to complete the form prior to the work being performed, the form shall be completed as soon thereafter as possible, in no event later than the end of the workweek in which the overtime is accrued. The supervisor shall maintain the forms as part of the payroll records.

**UNAUTHORIZED  
OVERTIME  
PROHIBITED**

Unauthorized overtime is strictly prohibited and employees working unauthorized overtime as well as their supervisors shall be subject to disciplinary action.

The first instance in which an employee is found to have worked unauthorized overtime, the employee will be counseled regarding the District's strict overtime policy and will be warned that subsequent policy violations will result in disciplinary action, up to and including, termination.

The second instance in which an employee is found to have worked unauthorized overtime will result in the employee being placed on probation and counseled again regarding the District's strict overtime policy.

The third instance in which an employee is found to have worked unauthorized overtime will give the District good cause to terminate the employee.

Supervisors who fail to properly document and enforce the District's strict overtime policy shall also be subject to probation and termination for good cause. Supervisors shall be responsible for completion of the written overtime form. Failure

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**to complete the required written overtime form by the supervisor shall be good cause for termination.**

**Unauthorized overtime shall be compensated in the form chosen by the employee's supervisor.**

WORKWEEK  
DEFINED

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

COMPENSATORY  
TIME

At the District's option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. **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. Upon separation, an employee will be paid for accrued compensatory time at his or her current daily rate of pay.**

ACCRUAL

The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 60 hours **during the approved duty year**. If an employee has a balance of more than 60 hours of overtime, the employee will be required to use compensatory time **in excess of 60 hours immediately**.

USE

An employee shall use **all accrued** compensatory time within the duty year in which it is earned. **Supervisors shall be responsible for ensuring that all compensatory time is used by employees assigned to their department/campus. Failure of a supervisor to ensure that compensatory time is used during the employee's duty year shall be cause for disciplinary action, including termination. ~~An employee will not have accrued compensatory leave at the end of the approved duty year without prior approval by the Superintendent or Designee. If an employee has any unused compensatory time remaining at the end of a fiscal year, the employee shall use the accrued balance immediately upon return to their new duty year.~~**

Compensatory time shall be used by the employee prior to the use of any other accumulated ~~paid leave~~ **to which he or she is entitled.**

ANNUALIZED SALARY  
REQUIRED

The District shall pay all salaried employees over 12 months, regardless of the number of months employed during the school year. A salaried employee shall receive his or her salary in equal monthly or bimonthly payments, beginning with the first pay period of the school year.

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EARLY  
SEPARATION

If a salaried employee separates from service before the last day of instruction, the employee shall receive in his or her final paycheck the unpaid amount the employee has actually earned from the beginning of the 12-month pay period until the date of separation. For purposes of this policy, "separation from service" shall be as defined in IRS regulation 26 CFR 1.409A-1(h).

A salaried employee who separates from service on or after the last day of instruction shall be paid as follows:

1. An employee who is retiring under the Texas Teacher Retirement System shall receive in his or her final paycheck the unpaid amount the employee has actually earned from the beginning of the 12-month pay period until the date of separation. If the employee is eligible and elects to continue enrollment in the District's group health coverage for one or more months of the summer, the employee's share of premiums shall be withheld from the final paycheck.
2. All other employees shall be paid according to the annualized salary provisions above.

[For provisions on continuation of coverage after resignation, see CRD(LEGAL).]

**Revised: First Reading 2.06.09**