

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, extra duty pay, 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 reassigned 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. The Superintendent or designee shall determine annual increases for individual employees, within budgeted amounts and consistent with the compensation plan.

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 at the next regular meeting.

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.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

The Superintendent or designee may assign noncontractual supplemental duties and extra 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.

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.

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.

WORKWEEK
DEFINED

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

COMPENSATORY
TIME

At the District's option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

ACCRUAL

Compensatory time earned by nonexempt employees may not accrue 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 use compensatory time or, at the District's option, will receive overtime pay.

USE

Generally, an employee shall use compensatory time within the duty year in which it is earned. However, an employee may carry over to the next duty year compensatory time earned within 30 days of the end of a duty year due to peak work loads. If an employee has any unused compensatory time remaining at the end of a fiscal year that was not earned within the last 30 days of the duty year, the employee shall receive overtime pay.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

ANNUALIZED SALARY
REQUIRED

[The District shall pay the Employee's salary according to the District's established payroll schedule, unless the District and the Employee agree in writing to an alternate payment schedule. If the](#)

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

EARLY
SEPARATION

Employee will work on a less-than-12-month basis, the Employee's salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.

~~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.~~

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).]