



ADOPTED

2019-2020 STAFF COMPENSATION PLAN

*This Plan is for the 2019-2020 school year only.
Salaries paid to employees in prior years
and to be paid in future years cannot be
established from a review of this document.*

COLLEGE DEGREES FROM ACCREDITED INSTITUTIONS

All college degrees utilized, or semester hours earned to obtain employment, to achieve salary differentials, or to be considered for promotion purposes are only accepted if they are from institutions accredited by nationally recognized accrediting agencies.

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SECTION I

2019-2020 Pay Ranges And Job Classifications

2019-2020
Teacher, Library Information Specialist, and Nurse (RN)
Salary Document

New Hires:

\$55,550 starting pay for 10 months

Previous teaching experience and credentials will be considered when determining salaries for new hires.

Newly hired Employees in this category with a master's degree will receive an incentive of \$1,000

Newly hired Employees in this category with a doctorate will receive an incentive of \$2,000

(Masters - \$1,000 + Doctorate - \$1,000 = \$2,000 Total)

* .5 Nurse and .5 Librarian on this pay schedule are considered Non-Exempt

**Educational Aides and Assistants Pay Ranges
2019-2020 School Year**

Pay Grade	Hourly Rates		
	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
1	12.15	14.67	17.19
2	12.90	15.57	18.24
3	13.67	16.50	19.33
4	14.49	17.49	20.49
5	16.23	19.59	22.95
6	21.03	24.53	28.03
7	24.17	28.20	32.23

Notes:

- New hires will enter at no less than the minimum hourly rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- Employees promoted to a different job in a different pay structure (ex. From educational assistant to clerical/paraprofessional) will receive no less than the entry level of the new position. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Duty days are 184 annually unless otherwise noted in the Confirmation of Salary and Assignment Notice.
- Daily duty hours are exclusive of lunch.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10% of the new Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5% of the new Control Point. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade level will be reduced to the same relative position within the new pay range.
- Educational aides and assistants who work directly with the instruction of students will work 7.5-hour days, exclusive of lunch, unless otherwise noted.
- All positions on this pay schedule are considered non-exempt under FLSA, unless delineated otherwise.

Effective the first duty day of the 2019-2020 school year

Pay Grade 1

Aide - Bilingual / ESL Pre-K (7.5 hours)
 Aide - Bilingual / ESL (7.5 hours)
 Aide - Educational Student (7.5 hours)
 Aide - Educational Workroom / Office
 Aide - Title I (7.5 hours)
 Monitor- Campus Intermediate

Pay Grade 2

Aide - ISS Aide -Library
 Aide - Parent Liaison
 Aide - Special Education Support Facilitation (7.5 hours) EA72
 Monitor - Campus High School

Pay Grade 3

Aide - Behavior - Support (General Education) Aide - Bus Attendant
 Aide - Clinic
 Aide - Clinic CNA/MA
 Aide-Disciplinary Alternative Education Program (7.5 hours) EA73
 Aide - P.E.
 Aide- Special Education Making Connections (7.5 hours) EA73
 Aide - Special Education Developmental (7.5 hours) EA73
 Aide- Special Education Developmental Life Readiness
 Aide - Special Education Disciplinary Alternative Education Program (7.5 hours) EA73
 Aide - Special Education KAAP (7.5 hours) EA73
 Aide - Special Education PASS (7.5 hours) EA73
 Aide - Special Education Early Childhood (7.5 hours) EA73
 Aide - Special Education TEP (7.5 hours) EA73
 Aide - Special Education Transition Assessment (7.5 hours) EA73

- All Positions are 7 hours/day, exclusive of lunch, unless otherwise specified.
- Pay Family Codes - (X=Pay Grade) - EAX - 7 hours per day, EA7X - 7.5 hours per day, EA8X - 8 hours per day (Example:
 EA1 - 7.5 hours per day - Pay Grade EA1)

*Co-Teachers and teacher assistants who work directly with the instruction of students will work 7.5 hours per day (exclusive of lunch)

EDUCATIONAL AIDES AND ASSISTANTS JOB CLASSIFICATIONS

Pay Grade 4

Assistant - Clinic (CNA, CMA Certified or ECA)
Assistant - Parent Liaison (7.5 hours) EA74
Assistant - Special Education ARD Translator
Assistant - Special Education Behavior Tech (8.0 hours) EA84
Aide- Special Education Developmental- TEP (7.5)
Assistant - Special Education Job Tech - Life Readiness 30 (8.0 hours) EA84
Assistant - Special Education Job Tech - Life Readiness 40 (8.0 hours) EA84

Pay Grade 5

Assistant - Clinic (EMT)
Assistant- Special Education Behavior Tech TEP
Assistant - Special Education Job Tech - Life Readiness 10 (8.0 hours) EA85

Pay Grade 6

Assistant - Certified Occupational Therapist
Assistant - Special Education Educational LVN
Brailist
Intervener Deaf - Blind I (Depending on qualifications)
Specialist - Band (7.5 hours) EA76
Specialist - Color Guard
Tutor - Full Time Accelerated Instruction
Nurse- LVN

Pay Grade 7

Intervener Deaf - Blind II (Depending on qualifications)

* All Positions are 7 hours/day, exclusive of lunch, unless otherwise specified.

* Pay Family Codes - (X=Pay Grade) - EAX - 7 hours per day, EA7X - 7.5 hours per day, EA8X - 8 hours per day (Example: EA1 - 7.5 hours per day - Pay Grade EA1)

*Co-Teachers and teacher assistants who work directly with the instruction of students will work 7.5 hours per day (exclusive of lunch)

**Clerical/Paraprofessional Pay Ranges
2019-2020 School Year**

Pay Grade	Hourly Rates		
	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
1	10.64	12.73	14.82
2	11.91	14.25	16.59
3	14.06	16.82	19.58
4	14.89	18.47	22.05
5	16.40	20.31	24.22
6	18.36	22.75	27.14
7	20.18	25.02	29.86
8	22.21	27.52	32.83
9	26.42	32.74	39.06

Notes:

- New hires will enter at no less than the minimum hourly rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- Employees promoted to a different job in a different pay structure (ex. from paraprofessional to professional support) will receive no less than the entry-level salary of the new position.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10 percent of the new positions Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5 percent of the new Control Point. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade level will be reduced to the same relative position within the new pay range.
- Duty days are 184-240 annually as specified in the Confirmation of Salary and Assignment notice.
- Duty hours are 8 hours per day, exclusive of lunch.
- All positions on this pay schedule are considered non-exempt under FLSA, unless delineated otherwise.

Effective the first duty day of the 2019-2020 school year

Pay Grade 1

No positions at this time

Pay Grade 2

Cashier

Clerk - Data Entry

Receptionist - High School

Receptionist - Intermediate

Secretary - Technology, Intermediate

Secretary - Technology/Library, Intermediate

Pay Grade 3

Clerk - Mailroom Duplication & Payroll

Clerk - Records

Secretary - Assistant Principal Intermediate

Secretary - Attendance DAEP, Vistas

Secretary - Attendance Elementary

Secretary - Attendance High School

Secretary - Attendance Intermediate

Secretary - Educational

Secretary - Floating, Intermediate

Secretary - Plant Operations

Secretary - Registrar, Elementary

Secretary - Technology High School

Secretary / Receptionist - Food Service

Secretary / Receptionist – Transportation

Pay Grade 4

Clerk - Accounts Payable, Maintenance

Clerk - Payroll

Receptionist - Teaching and Learning Center

Secretary - Assistant Director DAEP

Secretary - Assistant Principal High School

Secretary - Associate Principal High School

CLERICAL/PARAPROFESSIONAL JOB CLASSIFICATIONS

Pay Grade 4 (Cont.)

Secretary - Athletics
Secretary - Campus Financial Intermediate
Secretary - Career & Technical Education
Secretary - English Language Learner (ELL) Compliance Manager
Secretary – Instructional Officer
Secretary - ISS
Secretary - Registrar High School
Secretary - Registrar Intermediate
Secretary - Registrar/Attendance, Elementary
Secretary - Registrar/Attendance - TEP
Secretary - School Counselor
Secretary - Special Education Campus
Secretary - Special Education Campus - TEP
Secretary - Special Education Resource Services

Pay Grade 5

Clerk - Accounting
Clerk - Accounts Payable Finance
Clerk - Payroll/HR Services
Clerk - Payroll/Transportation
Clerk - Shop
Coordinator - Special Ed SHARS / MAC
Receptionist - Financial Clerk
Receptionist - Purchasing Clerk
Secretary - Athletics Administration
Secretary - Benefits Support
Secretary - Campus Financial High School
Secretary - Campus Instructional Support
Secretary- Communications
Secretary- Coordinator Health Services
Secretary- Digital/Professional Learning
Secretary - Director of Information Technology

CLERICAL/PARAPROFESSIONAL JOB CLASSIFICATIONS

Pay Grade 5 (Cont.)

Secretary - Director of Capital Projects
Secretary - Director of DAEP
Secretary - Director of Data Services
Secretary - Director of Fine Arts
Secretary - Director of Food Service
Secretary - Director of Health, Physical Education & Athletics
Secretary - Director of Maintenance
Secretary - Director of Plant Operations
Secretary - Director of Special Education
Secretary - Director of State & Federal Programs
Secretary - Director of Therapeutic Education Program (TEP)
Secretary - Director of Warehouse
Secretary - Facility Manager Multi-Purpose Center
Secretary - Purchasing & Meal Benefits
Secretary - Registrar DAEP
Specialist - Education Foundation
Specialist - Energy Management Software
Specialist - Human Resources Information
Specialist - Payroll I
Specialist - Safety & Risk Management I
Specialist - Tax I

CLERICAL/PARAPROFESSIONAL JOB CLASSIFICATIONS

Pay Grade 6

Clerk – Purchasing
Certification Officer- Human Resources
Coordinator- Rental
Purchasing Agent - Transportation
Office Manager- Police Services
Router - Bus
Secretary - Executive Director of Business/Financial Services
Secretary - Executive Director of Teaching & Learning
Secretary - Executive Director of Campus Safety & Support
Secretary - Executive Director of College & Career Pathways
Secretary - Executive Director of Special Programs
Secretary - Principal Elementary School
Secretary - Principal Intermediate School
Secretary- Principal High School
Secretary- Principal of Vistas H.S. of Choice
Secretary - Executive Director of Research, Accountability & Data Services
Specialist- IT/Payroll/HR
Specialist – Human Resource Application/Recruitment
Specialist - Payroll II
Specialist- Safety Risk Management II
Specialist - Tax II
Trainer- Transportation

Pay Grade 7

Coordinator - Payroll & Technology (Transportation)
Specialist- Activity Funds
Specialist - Human Resource Certification
Specialist - Human Resource Certification /Substitute Coordinator
Specialist - Insurance Benefits
Specialist - School Bus Training/Safety

Pay Grade 8

Administrative Assistant - Associate Superintendent of Human Resources
Administrative Assistant- Associate Superintendent of Facilities
Administrative Assistant - Chief Financial Officer
Administrative Assistant - Chief Learning Officer
Administrative Assistant - Deputy Superintendent

Pay Grade 9

Administrative Assistant - Superintendent

Information Technology Pay Ranges 2019-2020 School Year

Pay Grade	<u>Minimum</u>	Hourly Rates	
		<u>Control Point</u>	<u>Maximum</u>
1	19.20	23.27	27.34
2	21.12	25.60	30.08
3	23.23	28.16	33.09
4	31.36	38.01	44.66
5	34.49	41.81	49.13
6	37.93	45.99	54.05
7	41.74	50.60	59.46

Notes:

- New hires will enter at no less than the minimum hourly rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10 percent of the new positions Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5 percent of the new Control Point. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade level will be reduced to the same relating position within the new pay range.
- Duty days are 185-235 annually as specified in the Confirmation of Salary and Assignment notice.
- Duty hours are 8 hours per day, exclusive of lunch.
- Pay Grades 5 thru 7 are over-time exempt employees under FLSA
- Personnel in Pay Grades 4 and under are exempt if they supervise two or more employees

Effective first duty day of the 2019-2020 school year

Pay Grade 1

Tech I - Campus
Tech I - District
Tech I - Help Desk

Pay Grade 2

Assistant Coordinator - PEIMS & Special Education
Specialist - Application Support Data Services
Specialist - 1:1 Program
Specialist- Applications /Support PEIMS
Tech - Computer & Applications Support (Information Literacy)
Tech- Digital Resource Support
Tech II - Assistant
Tech II - Campus
Tech II - District
Tech II - Hardware and App Support
Tech II - Help Desk
Tech II - Materials Specialist
Tech II - Mobile OS

Pay Grade 3

Coordinator- Application Support Specialist
Specialist- Application Support Help Desk
Specialist - Application Support Technology
Specialist – Business Application
Tech III - Chrome OS
Tech III - Campus Lead
Tech III - District Lead
Tech III - Infrastructure
Tech III - Mobile OS

Pay Grade 4

Analyst I- Network Applications
Analyst I - Network Systems
Coordinator - Data Services
Developer I - Application
Manager - Food Service Information Technology

Pay Grade 5

Administrator- Business Information Systems & Finance
Administrator - Business Information Systems Project & Integration
Administrator - Database
Analyst II - Infrastructure
Analyst II – Network Applications
Analyst II - Network Systems
Coordinator - 1:1 Program
Supervisor - Business Information Systems
Supervisor - Application Development
Supervisor - Help Desk
Supervisor Technology Services

Pay Grade 6

Analyst III - Data Security
Analyst III - Network Systems

Pay Grade 7

Manager - Business Systems
Manager - District Radio Communications
Manager - Infrastructure
Manager-Network Applications
Manager - Network Systems
Manager - Technology Services

**Manual Trades Pay Ranges
2019-2020 School Year**

Pay Grade	Hourly Rates		
	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
1	11.44	13.88	16.32
2	12.60	15.27	17.94
3	13.86	16.80	19.74
4	15.39	18.65	21.91
5	17.09	20.71	24.33
6	18.97	22.99	27.01
7	20.49	24.83	29.17
8	23.97	29.06	34.15

Notes:

- New hires will enter at no less than the minimum hourly rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10 percent of the new positions Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5 percent of the new Control Point. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade level will be reduced to the same relative position within the new pay range.
- All full-time employees work 8 hours daily exclusive of lunch.
- Mechanics are paid at their regular rate for 8 to 40 hours of training in the use of special equipment.
- All 240-duty day employees with more than five years of service, will be granted 5 vacation days annually that must be used within that year. Employees must work 235 days of their 240 days calendar. If an employee is docked anytime during the year, he/she will not earn, or be paid, the additional days.
- All positions on this pay schedule are considered non-exempt under FLSA, unless delineated otherwise.

Effective the first duty day of the 2019-2020 school year

Pay Grade 1

Laborer - Groundskeeper

Pay Grade 2

Laborer- KMPC/Athletics/ Grounds

Tractor Operator

Pay Grade 3

Dispatcher - Maintenance

Dispatcher - Transportation

Laborer - Central Stadium

Laborer - Concrete Finisher

Laborer -Tree Trimmer

Mechanic Attendant

Specialist - Extracurricular Trip

Utility Helper

Warehouse Worker

Pay Grade 4

Painter

Partsman

Specialist - Irrigation

Technician - HVAC

Technician - Tire

Pay Grade 5

Apprentice - Electrician
Apprentice - Plumber
Equipment Operator - Grounds
General Repair II
HVAC - EPA Licensed
Lead Warehouse Worker
Licensed Pesticide Applicator
Mechanic - HVAC Campus
Roofer
Specialist - Inventory
Specialist - Irrigation Licensed
Technician - Audio / Visual
Technician - Lube

Pay Grade 6

Coordinator - Plant Operations
Journeyman - Electrician
Journeyman - Plumber
Laborer – Small Engine Repair
Lead Painter
Locksmith
Mechanic I
Technician - Generator
Technician - Electronics & Alarms

Pay Grade 7

Cabinet Maker
Coordinator - Routing
Electrician - Licensed (Master)
Foreman - Warehouse
Mechanic - HVAC DDC
Mechanic - HVAC Licensed II
Mechanic - Kitchen Equipment
Mechanic - Refrigeration
Mechanic II
Plumber - Licensed (Master)
Specialist - Energy Management Scheduling
Specialist - Information Center
Welder

Pay Grade 8

Coordinator - Athletic Groundskeeper
Coordinator - Crafts
Coordinator - Electrician
Coordinator - Grounds
Coordinator - HVAC
Coordinator - Mechanic
Coordinator - Plumbing
Coordinator - Special Education Transportation
Field Supervisor - Plant Operations
Purchasing Agent - Plant Operations
Purchasing/Buyer - Maintenance

**Police Services Pay Ranges
2019-2020 School Year**

Pay Grade	<u>Minimum</u>	<u>Hourly Rates Control Point</u>	<u>Maximum</u>
1	10.01	12.14	14.27
2	13.51	16.38	19.25
3	14.73	17.85	20.97
4	22.10	26.78	31.46
5	29.81	36.14	42.47
6	32.80	39.76	46.72
7	39.35	47.70	56.05

Notes:

- New hires will enter at no less than the minimum hourly rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- Employees promoted to a different job in a different pay structure will receive no less than the entry-level salary of the new position.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10 percent of the new positions Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5 percent of the new Control Point. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade will be reduced to the same relative position within the new pay range.
- Duty days are 177-240 annually as specified in the Confirmation of Salary and Assignment notice.
- All full-time employees work 8 hours daily exclusive of lunch unless otherwise noted by the supervisor.
- All positions on pay grades 1-6 are considered non-exempt under FLSA, unless delineated otherwise. Personnel in Pay Grade 7 are exempt.

Effective the first duty day of the 2019-2020 school year

POLICE SERVICES JOB CLASSIFICATIONS

Pay Grade 1

Crossing Guard - Full Time
Monitor- Door

Pay Grade 2

Dispatcher
Monitor - Parking Lot

Pay Grade 3

Specialist - Security

Pay Grade 4

Coordinator - Cross Guard
Police Investigator
Police Officer
Police Officer- School Liaison
Supervisor - Police Dispatcher

Pay Grade 5

Sergeant

Pay Grade 6

Lieutenant

Pay Grade 7

Captain

Plant Operations 2019-2020 School Year

Pay Grade	Hourly Rates		
	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
1	10.00	12.07	14.14
2	11.35	13.56	15.77
3	12.58	15.53	18.48
4	13.82	17.08	20.34
5	15.21	18.79	22.37
6	18.10	22.37	26.64
7	20.80	25.71	30.62

Notes:

- New hires will enter at no less than the minimum hourly rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10 percent of the new positions Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5 percent of the new Control Point. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade level will be reduced to the same relative position within the new pay range.
- Duty days are 177-240 annually as specified in the Confirmation of Salary and Assignment notice.
- All 240-duty day employees, with more than five years of service, will be granted 5 vacation days annually that must be used within that year. Employees must work 235 days of their 240 calendar. If an employee is docked anytime during the year, he/she will not earn, or be paid, the five additional days.
- Duty hours are 8 hours per day, exclusive of lunch unless specified by the supervisor.
- All positions on this pay schedule are considered non-exempt under FLSA, unless delineated otherwise.

Effective the first duty day of the 2019-2020 school year

Plant Operations Job Classifications 2019-2020 School Year

Pay Grade 1

Custodian

Pay Grade 2

No positions at this time.

Pay Grade 3

Custodian B

Pay Grade 4

Head Custodian - Elementary

Pay Grade 5

Head Custodian - Intermediate

Pay Grade 6

Head Custodian - High School

Pay Grade 7

No positions at this time

Nutrition & Food Services 2019-2020 School Year

Pay Grade	Hourly Rates		
	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
1	10.35	12.35	14.35
2	11.62	13.87	16.12
3	13.45	15.92	18.39
4	14.96	17.51	20.06
5	16.46	19.27	22.07
6	19.60	22.94	26.28
7	22.53	26.37	30.21

Notes:

- New hires will enter at no less than the minimum hourly rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10 percent of the new positions Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5 percent of the new Control Point. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade level will be reduced to the same relative position within the new pay range.
- Duty days are 177-235 annually as specified in the Confirmation of Salary and Assignment notice.
- Nutrition & Food Services personnel on the hourly Nutrition & Food Services pay range will receive a \$50.00 attendance bonus for each work month the employee has perfect attendance. Perfect attendance is no absences for the month. Payment will be made monthly to qualified employees.
- Duty hours are 5 hours per day, exclusive of lunch unless specified by the supervisor.
- All positions on this pay schedule are considered non-exempt under FLSA, unless delineated otherwise.

Effective the first duty day of the 2019-2020 school year

Nutrition & Food Services Job Classifications

Pay Grade 1

Production Assistant I

Pay Grade 2

Production Assistant II

Specialist - Catering

Pay Grade 3

Clerk - Food Service

Driver - Vending Machine

Manager-In-Training

Production Assistant III

Pay Grade 4

Manager - Cafeteria Elementary

Pay Grade 5

Manager - Cafeteria Intermediate

Pay Grade 6

Head Caterer

Manager - Cafeteria High School

Pay Grade 7

Manager - Food Service Zone

**Bus Drivers Pay Ranges
2019-2020 School Year**

Pay Grade	Minimum	Hourly Rates	
		Control Point	Maximum
BD	17.05	20.60	24.15

Notes:

- Attendance bonuses are paid on the 20th of the month following the month of perfect or nearly perfect attendance. Employee must have no preventable accidents and be in good standing with performance.

\$50.00 Bonus - Employee is not absent on any workdays during the entire month. The only exception is Jury Duty.

\$25.00 Bonus - Employee is only absent for one day, or portion of a day, during the entire month.

- Duty days are 177 annually as specified in the Confirmation of Salary and Assignment notice
- Duty hours are 5.5 to 8 hours per day, exclusive of lunch.
- All positions on this pay schedule are considered non-exempt under FLSA, unless delineated otherwise.

Effective the first duty day of the 2019-2020 school year

Bus Driver Job Classifications

Bus Driver

Bus Driver

Bus Driver - Resource

Driver / Aide - Steam Express

Lead Bus Driver

Bus Driver- JJAEP

**Administrative Professional Support Pay Ranges
2019-2020 School Year**

Pay Grade	Daily Rates		
	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
1	190.62	231.08	271.54
2	224.93	272.67	320.41
3	251.93	305.40	358.87
4	277.41	336.23	395.05
5	296.50	359.44	422.38
6	309.28	384.11	458.94
7	330.94	411.00	491.06
8	354.10	439.77	525.44
9	407.65	506.27	604.89
10	448.41	556.89	665.37
11	495.95	601.22	706.49
12	538.08	668.26	798.44
13	808.53	908.53	1008.53

Notes:

- New hires will enter at no less than the minimum daily rate of the pay grade. Hiring rates will be based on the job-related experience and qualifications of the individual.
- A minimum of an associate's degree is preferred for all AP1 and AP2 positions.
- Employees promoted to a higher position within the same pay structure would receive a standard increase of 10 percent of the new positions Control Point. If the employee's current base pay is greater than the Control Point for the new position, the standard increase shall be 5 percent of the new Control Point. Consideration will be given to the pay of other employees in the same position. The standard promotion increase may be reduced accordingly to maintain pay equity.
- Employees reassigned to a different job at a lower pay grade level will be reduced to the same relative position within the new pay range.
- Duty days are 187-240 annually as specified in the Confirmation of Salary and Assignment notice.
- A \$50,000 group term life insurance policy will be provided for administrators in pay grades 9-11 and to those KISD administrators receiving same in 2007-2008.
- Duty hours are 8 hours per day, exclusive of lunch.
- All positions on this pay schedule are over-time exempt under FLSA unless delineated otherwise.

Effective the first duty day of the 2019-2020 school year

Pay Grade 1

Assistant Manager - Multipurpose Center
Buyer
Coordinator - Inventory Programs
Coordinator - Procurement Card
Coordinator – Travel
Manager- Operations
Specialist - Budget
Specialist- Federal Programs
Specialist- Multimedia Content
Specialist - Video Production

Pay Grade 2

Accountant - Payroll
Accountant - Staff
Analyst - Budget
Asst Tax Assessor Collector
Coordinator - Special Funds
Field Supervisor - Food Service
Internal Auditor- Staff
Licensed Specialist in School Psychology - Intern
Manager (Business TLC)
Manager - Campus Business
Manager - Records
Specialist- Communications Publications
Supervisor – Operations
Webmaster

Pay Grade 3

Accountant - Intermediate
Auditor- Senior
Buyer - Food Service
Coordinator - Human Resource Services
Coordinator - Payroll Services
Coordinator - Position Control
Coordinator- State & Federal Programs
Dietitian Menu Planner
Internal Auditor- Senior
Manager - Food Service Business
Manager- Maintenance Information Center
Specialist – Special Education Certified Orientation
Mobility
Supervisor - Vehicle Maintenance

Pay Grade 4

Accountant – Senior
 Audiologist
 Bilingual Speech Language Pathologist
 Case Manager - Bilingual (with Masters)
 Case Manager - Special Education (with Masters)
 Coordinator - 2nd Chance Program
 Coordinator- Pregnancy Education Program
 Evaluation & ARD Specialist- Lead
 Evaluation & ARD Specialist- Bilingual
 Evaluation & ARD Specialist
 Executive Assistant - Superintendent
 Facility Manager - Multi-Purpose Center
 Historian
 Interventionist- SPED Developmental Transition
 Interventionist- SPED Therapeutic Recreation & Experiential Learning
 Interventionist- Special Education Autism Spectrum Disorder
 Interventionist - Special Education Behavior Support
 Interventionist- Special Education Early Childhood
 Interventionist - Special Education Inclusive Instruction
 Interventionist - Special Education Low Incident Disability
 Lead School Counselor
 Licensed Specialist in School Psychology
 Licensed Specialist in School Psychology- Lead
 Licensed Specialist in School Psychology - Trainee
 Licensed School in School Psychology- Bilingual
 Manager – Accounting
 Manager - Activity Funds (Rentals and Parent Groups)
 Manager- ELL Compliance
 Manager - Project/Interior Designer
 Manager - Purchasing
 Parent Liaison
 Registrar- High School
 School Counselor
 School Counselor - At Risk
 School Counselor - Behavior Specialist, Elementary
 School Counselor - Career & Technical Education
 School Counselor- College & Career
 School Counselor - ESL
 School Counselor - Graduation Advisor
 School Counselor - IB
 School Counselor - Immigrant Students
 School Counselor - Special Ed Related Services
 Social Worker
 Social Worker - Pregnancy Education Program (PEP)
 Specialist - Auditory Impairment, Diagnostic
 Specialist – Behavior Rtl
 Specialist - Data, Research & Evaluation
 Specialist- Lead Instructional- Literacy
 Specialist- Lead Instructional- Math

Pay Grade 4 (Cont.)

Speech Language Pathologist
 Speech Language Pathologist- Bilingual
 Supervisor - Maintenance - MEP (Mechanical, Electrical & Plumbing)
 Supervisor - Special Education Transportation
 Supervisor - Special Education Transition & VAC
 Therapist- Music
 Therapist- Occupational
 Therapist- Physical

Pay Grade 5

Assistant Principal - Elementary
 Coordinator - Family Engagement
 Coordinator - Foster Care Services
 Coordinator - Special Ed Appraisal & Psychological Services
 Coordinator - Special Ed Elementary
 Coordinator - Special Ed Elementary Developmental
 Coordinator- Special Ed & Dyslexia
 Coordinator- Special Ed High School
 Coordinator- Special Ed Intermediate
 Coordinator- Special Ed Curriculum & Instructions
 Coordinator-- Advanced Academics
 Coordinator- Assessment & Accountability
 Coordinator- Bilingual/ESL
 Coordinator- CTE
 Coordinator- Dyslexia
 Coordinator- Dyslexia/Bilingual
 Coordinator- English Language Arts
 Coordinator- Library Information Services
 Coordinator- Math
 Coordinator- Professional and Digital Learning
 Coordinator- Reading Intervention
 Coordinator- STEAM Express
 Coordinator- World Languages
 Manager- Construction Project
 Manager- Electronics & Alarms
 Manager- Energy
 Manager- Superintendent's Office

Pay Grade 6

Assistant Director- CTE
Assistant Director - Disciplinary Alternative Education program (DAEP)
Assistant Director - Fine Arts
Assistant Director - Food Service
Assistant Director – Athletics
Assistant Director - Plant Operations
Assistant Director - Therapeutic Education Program (TEP)
Assistant Director - Transportation
Assistant Principal - High School
Assistant Principal - Intermediate School
Associate Principal - Elementary School
Coordinator – Academic/ Behavior Rtl
Coordinator - Health Services
Homeless Liaison
Officer - Admissions & Truancy Prevention
Officer – Counseling Services
Officer - Instructional
Officer Special Ed. Compliance
School Counselor - Behavior Specialist

Pay Grade 7

Assistant Director- Communications
Associate Director - Information Technology
Associate Director - Maintenance
Associate Director - Transportation
Associate Principal - High School
Associate Principal - Intermediate School
Associate Principal - Vistas High School
Director - Accounting
Director - Budget
Director - Internal Audit
Director - Payroll
Director - Purchasing
Director - Warehouse
Tax Assessor Collector

Pay Grade 8

Director – Communications & Education Foundation
Director- Staffing & Employee Relations
Director - Therapeutic Education Program (TEP)
Principal - Elementary School
Principal - Intermediate School

Pay Grade 9

Director - Assessment & Accountability
Director- Campus Instructional Support Dept.
Director - Capital Projects
Director - Career & Technical Education (CTE)
Director- Communications
Director - Data Services
Director - Disciplinary Alternative Education Program (DAEP)
Director - Engineering
Director - Fine Arts
Director - Food Service
Director - Health, Physical Education & Athletics
Director - Information Technology
Director - Maintenance
Director -Plant Operations
Director - Research & Program Evaluation
Director - Special Education
Director - State & Federal Programs
Director - Transportation
Principal - Vistas High School

Pay Grade 10

Executive Director - Business Services
Executive Director - College & Career Pathways
Executive Director - Curriculum Design & Delivery
Executive Director- Facilities
Executive Director - Financial Services
Executive Director - Human Resource Services
Executive Director - Campus Safety & Support
Executive Director- Special Programs
Police Chief
Principal - High School

Pay Grade 11

Executive Director - Teaching & Learning

Pay Grade 12

Associate Superintendent - Facilities
Associate Superintendent - Human Resource Services

Pay Grade 13

Deputy Superintendent
Chief Financial Officer
Chief Learning Officer



SECTION II

2019-2020 Substitute Teacher Salary Document

2019-2020 Substitute Teacher Salary Document

Daily Professional Assignment– Degreed & Texas Certified	\$100
Daily Professional Assignment – non-degree	\$ 83
Daily Professional Assignment – degree	\$ 95
*Fifteen or more days in same assignment on a consistent basis with a degree	\$125
*Fifteen or more days in same assignment on a consistent basis and Texas Certified for that position	\$166
Professional Assistant Principal Substitute.....	\$250
Professional Principal Substitute.....	\$280
* New rates will begin 15th day in a consistent assignment	

In emergency situations when a secondary or elementary school classroom teacher volunteers his/her conference period to fill in for a teacher for whom a substitute cannot be obtained, the teacher will be paid \$28 for that single class period, or if a class is split among several teachers each teacher will proportionally share the daily rate that would have been paid to the sub.

A substitute who subs in any position for 90 days or more will have their daily rate increased by \$5.00 per day beginning with the 91st day of subbing and for each sub day thereafter until the end of the school year. This does not apply to Professional Administrator Substitutes.

2019-2020 Substitute Daily Rate for Other Positions

Educational Assistant	\$ 73
Educational assistant working with handicapped students (i.e., developmental, adaptive behavior, early childhood, etc.)	\$ 83
Switchboards (campus level)	\$ 83
Clerical or paraprofessional/reception (CO or Campus)	\$ 83
Professional RN Nurse *See C below*.....	\$125
Substitute/Part-Time Crossing Guard.....	\$10.00 per hour
Transportation.....	\$17.05 per hour
Food Service.....	Minimum of applicable pay grade
Manual Trades.....	Minimum of applicable pay grade
Plant Operations.....	Minimum of applicable pay grade

Specialized Programs*

	Per Hour	Annual
1. Tutorials * see B below	\$28.00*	
2. Before/after School Detention	\$28.00	
3. Coordinator of Concession Operations		\$8,932.00
4. Special Education contract employees with master's degree	\$28.00	
5. Special Education contract employees with doctor's degree	\$43.00	
6. Staff development preparation time. Must be on non-duty day or before or after school	\$28.00	
7. Staff development facilitator time. Must be a non-duty day or before or after school hours	\$28.00	
8. Part-time Aides	\$ 10.00	

- A. Compensation for Specialized Programs is based on actual time (example: 45 minutes = 45 minutes pay = \$21.00(because 0.75*\$28=\$21))
- B. \$28 per hour or \$110 per day as determined by the Executive Director of Curriculum Design & Delivery
- C. Fifteen or more days in same assignment on a consistent basis with RN license - \$166



SECTION III

2019-2020
Teacher Retirement System (TRS)
Salary Document
For
Retirees

Klein ISD 2019-2020 Salary Document for Texas Teacher Retirement System (TRS) Retirees

**Professional Employees: Classroom Teachers, Counselors, Librarians,
Speech Pathologists, Nurses (RN)**

TRS retirees who retired after September 1, 2005 will be paid on the following State minimum salary schedule.

2019-2020 Annual Salary

Years of Credited Experience	10-Month Contract (187 days)		Daily Rate
0	3,366	33,660	\$180.00
1	3,439	34,390	\$183.90
2	3,510	35,100	\$187.70
3	3,583	35,830	\$191.60
4	3,735	37,350	\$199.73
5	3,888	38,880	\$207.91
6	4,041	40,410	\$216.10
7	4,183	41,830	\$223.69
8	4,317	43,170	\$230.86
9	4,444	44,440	\$237.65
10	4,563	45,630	\$244.01
11	4,677	46,770	\$250.11
12	4,785	47,850	\$255.88
13	4,885	48,850	\$261.23
14	4,981	49,810	\$266.36
15	5,071	50,710	\$271.18
16	5,157	51,570	\$275.78
17	5,237	52,370	\$280.05
18	5,314	53,140	\$284.17
19	5,386	53,860	\$288.02
20 & Over	5,454	54,540	\$291.66

Professional employees working more or less than 187 days per year are paid at the daily rate x required days of service.

*Effective and as amended effective 7-1-15

For all other employees who have retired to TRS and are rehired on or after 7-1-15, the compensation paid to these employees will be reduced via payroll deductions for the TRS Pension surcharge and the TRS Care surcharge, if applicable.



SECTION IV

2019-2020
Summer School
Salary Document

KISD Summer School
Staff Compensation Plan
Extra Duty Pay

High School & Intermediate Professional Staff and Paraprofessionals	Maximum Duty Hours	Maximum Number of Duty Days	Hourly Rate	Maximum Daily Rate
Principal	8.0	14.5	\$35.50	\$284.00
Assistant Principal	8.0	13	\$33.50	\$268.00
Principal Secretary	8.0	14.5	\$13.90	\$111.20
Counselor	8.0	10	\$28.00	\$224.00
Academic Teacher	7.5	13	\$28.00	\$210.00
Teacher Assistant	7.5	12.5	\$10.50	\$78.75
Nurse	7.5	12.5	\$28.00	\$210.00
Elementary Professionals and Paraprofessionals	Maximum Duty Hours	Maximum Number of Duty Days	Hourly Rate	Maximum Daily Rate
Principal	8.0	22.5	\$35.50	\$284.00
Assistant Principal	8.0	5+ TBD based on enrollment	\$33.50	\$268.00
Principal Secretary	8.0	21.5	\$13.90	\$111.20
Academic Teacher	7.5	11	\$28.00	\$210.00
Lead Teacher	8.0	13	\$28.00	\$224.00
Academic BIL/ESL Pre-K/K Teacher	7.5	21	\$28.00	\$210.00
Teacher Assistant	7.5	20.5	\$10.50	\$78.75
Nurse	7.5	20.5	\$28.00	\$210.00
Special Education Support Staff	Duty Hours**	Number of Duty Days**	Hourly rate	Daily rate
Therapists: SLP, LSSPs, SLP, OT, PT, LPC			\$45.00/hour	Variable
Paraprofessionals: Developmental, TEP, PASS, Making Connections, Life Readiness			\$12.75/hour	Variable
PAWS Facilitator			\$45.00/hour	Variable
Case Manager			\$29.00/hour	Variable
Recreational Staff	Maximum Duty Hours		Hourly rate	Maximum Daily rate
Swimming Instructor	4.5		\$28.00	\$126.00
Life Guard	5		\$8.00	\$40.00
Camp Supervisor	7		\$19.50	\$136.50
Camp Coach	6		\$17.50	\$105.00
Camp Trainer	5		\$15.50	\$77.50
Student Trainer	5		\$8.00	\$40.00
Student Instructor	5		\$8.00	\$40.00

*Summer School programming/staffing for 2019-2020 is dependent on student needs and availability of funds.



SECTION V

2019-2020 Benefit Compensation Services

2019-2020 Benefit Compensation Information

- Effective September 1, 2018 KISD provides \$10,000 in basic term life insurance.
- Catastrophic Sick Leave Bank: The Catastrophic Sick Leave Bank, developed in 1995, is a unique benefit created specifically to assist staff members who suffer catastrophic personal illness or staff members who must care for a family member who suffers from a catastrophic illness and who have exhausted all of their accumulated sick leave balance of state and local days. A Catastrophic Sick Leave Committee oversees the granting of these days. All full-time employees are automatically eligible after the completion of twelve (12) months of KISD service.



SECTION VI

2019-2020
Stipend Compensation

KLEIN INDEPENDENT SCHOOL DISTRICT



Criteria for Placement for Fine Arts and Coaching Stipends

The criteria for placement within the following intervals/ranges for fine arts and coaching will continue to be the subjective determination of Director of Fine Arts and Director of Athletics based on the following criteria:

1. Number of athletes or participants in the program.
2. Number of teams or performing groups in the program.
3. Length of the season or participation period.
4. Need for the position.
 - (a) As per teaching assignment
 - (b) As per job description “fit” based on coaching experience
 - (c) As to availability
5. Experience
 - (a) Total
 - (b) Grade level
 - (c) Klein ISD
 - (d) Present position
6. Stipend
 - (a) Stated range that is available
 - (b) Annual cap on increase for same assignment(s)

The differences in boys’ and girls’ assignments are based on applicable provisions of the above factors.

Supplemental Compensation
Klein Intermediate School and Wunderlich Intermediate School

The “Good to Great Program” compensation for working the additional 15 minutes per day at Klein Intermediate School has been determined. The compensation will be based on 187 days for those employees who work at 187 days or more duty day calendar. The compensation will be based on the duty calendars for those employees who work less than 187 days. The calculations will be as follows:

Teacher Groups, Speech Pathologists, Librarians and Nurses:

0-5 years of experience	\$1,500
6-10 years of experience	\$1,625
11- 15 years of experience	\$1,750
16-20 years of experience	\$1,875
21-25 years of experience	\$2,000
26-30 years of experience	\$2,125
31+ years of experience	\$2,250

Administrative Professional Support Pay Ranges of Employees:

Daily Rate divided by 32 (15 minutes is 1/32 (.03125) of an 8.0 hour day) multiplied by 187.

(These categories work more than 187 days, however, the stipends will be based on 187 days.)

Educational Assistants:

These employees work 7.0 to 7.5 hours per day. An extra pay request will need to be sent in for 1.25 hours each week for these employees. The compensation **will not** be time and a half, due to the employees working less than 40 hours per week.

(These categories work less than 187 days; Usually 184.)

Clerical/Paraprofessional Pay Ranges:

These employees typically work 8.0 hours per day. An extra pay request will need to be sent in for 1.25 hours each week for this group of employees. The compensation **will** be at the time and a half rate should the employee exceed 40 hours per week. Payment for hours less than 40 will be at the employees’ normal rate.

(These categories work from 185-235 days.)

KLEIN ISD STIPEND COMPENSATION

I	<u>I - Advanced Academics Stipends</u>				
I-A	<u>IA -Activity Based Stipends</u>				
	<u>Academic and Extra-Curricular - Signed Job Descriptions Must be on File</u>	<u>KISD Increment Above Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	High School Academic Decathlon Assistant Sponsor	2,000	Adv A	21	73
	High School Academic Decathlon Sponsor (b)	3,000	Adv A	21	73
	High School Academic Octathlon/Assistant Decathalon Sponsor (c)	2,000	Adv A	21	73
	High School Assistant Speech Sponsor	4,000	Adv A	99	73
	High School Citizens' Bee Sponsor/Social Studies	750	Adv A	99	73
	High School DI Team Manager-(2) (a)	1500	Adv A	21	73
	High School Mu Alpha Theta	2,000	Adv A	99	73
	High School Newspaper Sponsor	4,000	Adv A	99	73
	High School Robotics	2,000	Adv A	21	73
	High School Speech Sponsor	5,000	Adv A	99	73
	High School Student Council Sponsor	2,200	Adv A	99	73
	High School Yearbook Sponsor	4,000	Adv A	99	73
	High School Honor Society Assistant Sponsor	900	Adv A	99	73
	High School Honor Society Sponsor	1,400	Adv A	99	73
	Intermediate School Assistant Speech Sponsors (2)	850	Adv A	99	73
	Intermediate School DI Team Managers (1-4) (a)	1500	Adv A	21	73
	Intermediate School Math Counts (2)	1,200	Adv A	99	73
	Intermediate School Robotics (1)	1,500	Adv A	21	73
	Intermediate School Speech Sponsor	1,150	Adv A	99	73
	Intermediate School Student Council Sponsor	1,200	Adv A	99	73
	Intermediate School Coding Club (2)	1,500	Adv A	21	73
	Intermediate School Pentathalon Sponsor (3-4)	1,000	Adv A	21	73
	Intermediate School Assistant Honor Society Sponsor	700	Adv A	99	73
	Intermediate School Honor Society Sponsor	900	Adv A	99	73
	Elementary School DI Team Managers (1-4) (a)	1500	Adv A	21	73
	Elementary Computer Coding Club Sponsor (1-2)	1500	Adv A	21	73

KLEIN ISD STIPEND COMPENSATION

		<u>KISD</u> <u>Increment</u> <u>Above</u> <u>Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	The following stipends are paid upon completion:				
	High School UIL Academic Contest Supervisors (1-15)	400	Adv A	21	73
Notes:					
	Number in parentheses indicates positions authorized per school, if more than one.				
	(a) Each stipend can be split amongst two teachers for one team.				
	(b) Sponsors will receive end of 1st semester payment of \$1500. Sponsors participating in the regional tournament will receive \$500. Teams advancing to state competition will receive \$1000.				
	(c) Sponsors will receive end of 1st semester payment of \$1200. Sponsors participating in the regional tournament will receive \$800.				
I-B	<u>Instructionally Based Stipends, Incentives and Payments</u>				
	The following stipends are paid upon completion:				
	Elementary Campus GT Advocate	1,500	Adv A	21	58
	High School Campus GT Advocate	1,500	Adv A	21	58
	Intermediate Campus GT Advocate	1,500	Adv A	21	58

KLEIN ISD STIPEND COMPENSATION

II Athletic Stipends					
II-A Activity Based Stipends					
II-A.1	Academic and Extra-Curricular - Signed Job Descriptions	KISD Increment Above Schedule	Department	Program	Project
	Must be on File				
	High School Assistant Cheerleader Sponsors (2) (a)	2,800	Athletics	91	74
	High School Cheerleader Sponsor (a)	3,800	Athletics	91	74
	High School Intramural Sponsors (2) (a)	500	Athletics	91	74
	Intermediate School Cheerleader Sponsor (a)	2,700	Athletics	91	74
	Intermediate School Assistant Cheerleader Sponsor (a)	1,800	Athletics	91	74
	Intermediate School Assistant Pep Squad Sponsors (2) (a)	200	Athletics	91	74
	Intermediate School Pep Squad Sponsor (a)	400	Athletics	91	74
	Intermediate School Intramural Sponsors (2) (a)	500	Athletics	91	74
Notes:					
	Number in parentheses indicates positions authorized per school, if more than one.				
	(a) Current certification from UIL (RCP) and First Aid, CPR and AED submitted to Athletic Department				
II-A.2	Coaching (*)	Varsity Head Coach	Assistant Coaches	Program	Project
	High School Baseball	5,000-10,000	3,500-8,000	91	74
	High School Basketball	5,000-10,000	3,500-8,000	91	74
	High School Cross Country	4,000-8,000	3,000-7,000	91	74
	High School Diving (c)	1,000-5,000		91	74
	High School Football (a)	10,000-25,000	4,000-12,000	91	74
	High School Golf (c)	5,000-10,000	3,500-7,500	91	74
	High School Soccer	5,000-10,000	3,500-8,000	91	74
	High School Softball	5,000-10,000	3,500-8,000	91	74
	High School Sport Technology	4,000-8,000	3,000-7,000	91	74
	High School Strength and Conditioning	5,000-9,000	3,500-7,500	91	74
	High School Swimming (c)	5,000-10,000	3,500-8,000	91	74
	High School Tennis (c)	5,000-10,000	3,500-8,000	91	74
	High School Track	5,000-10,000	3,500-8,000	91	74
	High School Trainer (b) (c)	9,000-15,000	3,000-7,000	91	74
	High School Volleyball	5,000-10,000	3,500-8,000	91	74
	High School Wrestling (c)	5,000-10,000	3,500-8,000	91	74
	Intermediate School Assistant Sports Technology	1,000-3,000		91	74
	Intermediate School Basketball	3,000-7,000	2,500-6,500	91	74
	Intermediate School Cross Country (c) (d)	1,000-3,000		91	74
	Intermediate School Football	5,000-9,000	2,500-6,500	91	74
	Intermediate School Sports Technology	3,000-7,000		91	74
	Intermediate School Strength and Conditioning	3,000-7,000		91	74
	Intermediate School Swimming (c) (d)	1,000-3,000		91	74
	Intermediate School Swimming Assistant (c) (d)	500-1,000		91	74
	Intermediate School Tennis (c) (d)	1,000-3,000		91	74
	Intermediate School Track	3,000-7,000	2,500-6,500	91	74
	Intermediate School Volleyball	3,000-7,000	2,500-6,500	91	74

KLEIN ISD STIPEND COMPENSATION

Notes:	(*)Unless otherwise indicated all extracurricular athletic assignments includes payment for work done on non-contract days.				
	(a) Duty days for Head Varsity Football Coach If not on an administrative contract (210) to be paid at the appropriate daily rate.				
	(b) Teaches not more than two classes in addition to athletic classes.				
	(c) Same coach for boys and girls teams.				
	(d) Paid at conclusion of season				
II-B	<u>Instructionally Based Stipends, Incentives and Payments</u>	<u>Varsity Head Coach</u>	<u>Assistant Coaches</u>	<u>Program</u>	<u>Project</u>
	High School Athletic Department Chairperson	4,000-8,000	Athletics	91	74
	Intermediate School Athletic Department Chairperson	1,000-3,000	Athletics	91	74

KLEIN ISD STIPEND COMPENSATION

III Auxiliary Stipends					
III-A Non-Instructional Stipends					
	<u>Curriculum and Instruction</u>	<u>KISD Increment Above Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	Advanced Peace Officer Certificate (a)	2,400	Campus Safety & Support	99	87
	Intermediate Peace Officer Certificate (a)	1,200	Campus Safety & Support	99	87
	Master Peace Officer Certificate (a)	3,600	Campus Safety & Support	99	87
	Auto Service Excellence (b)	480	Transportation	99	7X
	Plumber Certification for backflow (b)	250	Maintenance	99	94
	IT Certification (c)	2% Cont Pt	IT	99	71
	(a) Annual stipend as indicated for the highest certification level achieved				
	(b) Per valid certification				
	(c) 2% off of Control Pt payrate for approved certifications for Informational Technology Personnel as approved by the Director of Technology				
IV Communications Stipends					
IV-A Instructionally Based Stipends, Incentives and Payments					
		<u>KISD Increment Above Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	Elementary School Webmaster	300	Communications	99	96
	High School Webmaster	500	Communications	99	96
	Intermediate School Webmaster	400	Communications	99	96

KLEIN ISD STIPEND COMPENSATION

<u>V Fine Arts Stipends</u>					
V-A	<u>Extra-Curricular</u>	<u>KISD Increment Above Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	High School Art Teacher	600	Fine Arts	99	56
	High School Assistant Band Director	8,000-12,000	Fine Arts	99	56
	High School Assistant Choir Director	3,000–6,500	Fine Arts	99	56
	High School Assistant Dance Team Director	5,000-6,000	Fine Arts	99	56
	High School Assistant Drama Sponsor (2-4)	4,000-6,000	Fine Arts	99	56
	High School Assistant Orchestra Director	6,000–10,000	Fine Arts	99	56
	High School Associate Band Director	8,000-12,000	Fine Arts	99	56
	High School Band Director	16,000-20,000	Fine Arts	99	56
	High School Choir Director	5,000–9,000	Fine Arts	99	56
	High School Color Guard Specialist (1) *	6,000-10,000	Fine Arts	99	56
	High School Dance Team Director	6,000-10,000	Fine Arts	99	56
	High School Drama Sponsor	5,000-7,000	Fine Arts	99	56
	High School Orchestra Director	8,000–12,000	Fine Arts	99	56
	Intermediate School Art Teacher	300	Fine Arts	99	56
	Intermediate School Assistant Band Director	4,000–8,000	Fine Arts	99	56
	Intermediate School Assistant Choir Director	3,000–5,000	Fine Arts	99	56
	Intermediate School Assistant Drama Sponsor (2)	700-1,250	Fine Arts	99	56
	Intermediate School Assistant Orchestra Director	3,000–5,500	Fine Arts	99	56
	Intermediate School Band Director	8,000-10,000	Fine Arts	99	56
	Intermediate School Choir Director	4,000–6,500	Fine Arts	99	56
	Intermediate School Drama Sponsor (1)	1,000-1,500	Fine Arts	99	56
	Intermediate School Orchestra Director	4,000–6,500	Fine Arts	99	56
	Elementary Music (2)	500	Fine Arts	99	56
Notes:					
	(a) Unless otherwise indicated all fine arts assignments include payment for work done in the summer and on non-contract days in addition to time spent before and after school.				
	(b) Supplemental Compensation is hourly. Band Specialist is a non-exempt position and could receive up to \$25,000 annually.				
	* If a certified teacher for the district.				
V-B	<u>Instructionally Based Stipends, Incentives and Payments</u>				
	District Wide Coordinator of Fine Arts Events	4,000	Fine Arts	99	56

KLEIN ISD STIPEND COMPENSATION

VI Special Education Stipends					
VI-A	Certification Based Stipends and Incentives (Award based on current position requiring certification or meeting other requirements)	KISD	Department	Program	Project
		Increment Above Schedule			
	Lead Assistant Technology Specialist of Occupational Devices	2,000	Special Education	23	52
	Lead Assistant Technology Specialist of Auditory Devices	2,000	Special Education	23	52
	Lead Assistive Technology Specialist of Speech/Language Devices	2,000	Special Education	23	52
	Lead Educational Diagnostician	2,000	Special Education	23	52
	Lead LSSP	2,000	Special Education	23	52
	Lead Occupational Therapist (b)	2,000	Special Education	23	52
	Lead Speech Language Pathologist (a)	2,000	Special Education	23	52
	Licensed Physical and Occupational Therapists (b)	4,000	Special Education	23	52
	Licensed Speech/Language Pathologists (a) (b)	4,000	Special Education	23	52
	Licensed Specialist in School Psychology (LSSP)	4,000	Special Education	23	52
	Evaluation and ARD Specialist (EAS)	2,000	Special Education	23	52
	Academic Leat Teacher (ALT)	2,000	Special Education	23	52
	(a) Also requires Master's Degree certificate of clinical competency (CCC).				
	(b) Up to ten (10) years of local experience will be granted for related, full time work experience outside of public schools to Physical Therapists, Occupational Therapists, Licensed Speech Therapist/Pathologists, and Licensed School Psychologists, who present acceptable documentation of such work experience and who were appropriately licensed at the time service was rendered.				
VI-B Instructionally Based Stipends, Incentives and Payments					
	Developmental Teacher (a) (e)	1,000	Special Education	23	52
	Klein Academic & Adaptive Performance (KAAP) Teacher	1,000	Special Education	23	52
	District Wide Lead Speech Therapist	2,000	Special Education	23	52
	Making Connections Teacher (a) (e)	1,000	Special Education	23	52
	Positive Approaches to Student Success (PASS) Teacher (a) (e)	1,000	Special Education	23	52
	Pre-K/Early Childhood Inclusion Teacher (a) (e)	1,000	Special Education	33	52
	TEP Stipend (a) (e)	2,000	TEP	23	59
	(a) Must also be Special Education Certified				
	(e) A stipend of \$1,000 will be paid for all teachers who are assigned full-time (\$500.00 for .5) to Developmental classes, Special Education Certified PreK/Early Childhood Inclusion Classroom Teachers, PASS Teachers and Making Connections Teachers. Teachers, Nurses and Counselors assigned to the DAEP and Therapeutic Education Classes (TEP) will receive this \$1,000 Stipend. Full-time teachers assigned to Therapeutic Education (TEP) for Developmental Classes receive the \$2,000 TEP Stipend (\$1000.00 for .5)				

KLEIN ISD STIPEND COMPENSATION

VII Teaching & Learning Stipends					
VII-A Activity Based Stipends					
VII-A.1	Academic and Extra-Curricular - Signed Job Descriptions Must be on File	<u>KISD Increment Above Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	The following stipends are paid upon completion:				
	High School CTE Student Organization Sponsors (unlimited) (d)	350-900	CTE	22	60
VII-A.2	Certification Based Stipends and Incentives (Award based on current position requiring certification or meeting other requirements)	<u>KISD Increment Above Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	Bilingual Stipend (b) (c)	4,500	Teaching & Learning	25 or 35	51
	Teacher - CTE/Agriscience/FFA Advisor	2,000	CTE	22	60
	Teacher - CTE/Health Science (e)	4,000	CTE	22	60
	Teacher - CTE/Technology Education (f)	2,000	CTE	22	60
	Teacher - Project Lead the Way/Gateway to Tech (f)	2,000	CTE	22	60
	Secondary Algebra I Addendum (must teach 3 periods) (a)	1,500	Principal	11	XX
	Secondary Computer Science Stipend (must teach 4 periods)	2,000	Principal	11	XX
	Secondary Foreign Language Stipend (must teach 4 periods)	500	Principal	11	XX
	Secondary Integ. P/C Addendum (must teach 3 periods) (a)	1,500	Principal	11	XX
	Secondary Math Stipend (must teach 4 periods) (e)	2,000	Principal	11	XX
	Secondary Science Stipend (must teach 4 periods)	2,000	Principal	11	XX
	Lead Nurse Technology Mentor (4) Districtwide	500	Health Services	99	77
	Lead Nurses Precept (3) Districtwide	1,000	Health Services	99	77
	(a) Received in addition to Math or Science Stipend				
	(b) Certified Bilingual education program teachers.				
	(c) Bilingual LSSP's, counselors, nurses, speech language pathologists and diagnosticians assigned to a campus with a bilingual program will receive \$4,500 who use bilingual skills on a daily basis to communicate with parents and students. \$1000 of this stipend will be paid at the end of the year upon completion of 24 hours of professional development. All other positions receiving the stipend must be approved by the Deputy Superintendent and the Associate Superintendent of Human Resource Services.				
	(d) Secondary Special Education Teachers who teach 4 or more sections of Resource Math and are the Teacher of Record				
	(e) CTE Health Science Technology Teachers will also receive up to a maximum of ten (10) years of local credit on the teacher salary schedule for outside work experience in the related field. The teacher must have held a valid medical certification during the credited outside work experience.				
	(f) CTE Technology Education teachers will also receive up to a maximum of ten (10) years of local credit on the teacher salary scale for documented outside work experience in related field.				

		<u>KISD</u> <u>Increment</u> <u>Above</u> <u>Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
VII-B	Instructionally Based Stipends, Incentives and Payments				
	Klein Intermediate Pilot Mentor Program	4,000	Teaching & Learning	30	11
	Mentors	600 - 1,000	Teaching & Learning	99	98
	Coordinator for the Global Business Pathway	5,000	CTE	22	60
	CTE Program Coordinator for Agriscience programs	1,500	CTE	22	60
	DAEP Stipend (c)	1,000	DAEP	28	62
	Coordinator of the International Baccalaureate Program	5,000	H SA	31	54
	Department Chairperson - Extra Period	\$4,000	HR	11	**
	Department Chairperson (a)	1,000-3,000	Principal	**	**
	Instructional Specialists - Secondary - Math and Science	2,000	Teaching & Learning	24/30/31/99	54/84
	Lead Counselor	\$1,500	College & Career Pathways	99	XX
	The following stipends are paid upon completion:				
	Dual Credit Instructional Stipends (b)	250-2,000	Fund 490	21	00
	**Department Chairperson are coded 99.XX unless - Health PE 99.55				
	Fine Arts 99.56, SE 23.52, CTE 22.60				
	***Dept Chair Extra Period will be campus project unless - Health PE 99/55, Fine Arts 99/56, CTE 22/60 and SE 23/52				
	(a) \$125 per teacher in the department, including the department chairperson, as of September 1, up to a maximum of \$3,000. Minimum department size is three teachers, including the department chair and the minimum stipend is \$1,000. Department chair in counseling receives an additional \$1,500 in lieu of an off period. Department chairpersons who teach an additional class in lieu of the department chair period will receive a stipend of \$4,000.				
	(b) A \$250-\$2000 stipend to be paid each semester for teachers teaching dual credit courses in partnership with Lone Star College (LSC). Funding from monies received from Lone Star College. Teachers must be approved by LSC and KISD. Stipends will be funded as long as funds are received from LSC.				
	(c) Teachers, Nurses and Counselors assigned to the DAEP will receive this \$1,000 Stipend.				
VII-C	Non-Instructional Stipends				
	Translation Stipend (b)	250	Principal	99	XX
	Bilingual Communication Stipend (a)	1,500	Multilingual	99	XX
	District Diabetes Coordinator	300	Health Services	99	77
	(a) Bilingual bus drivers and police officers will receive a \$1,500 annual stipend who use these skills in communicating with students, parents, staff and community members and recommended by the appropriate director.				
	(b) Staff members who translate 40 or more hours per semester or 6 month period, both oral and written, from English to another language during their normal duty hours will receive a \$250 per semester stipend as recommended by their principal or central office department head. Not applicable for staff who receive bilingual or foreign language stipend unless the foreign language is not taught in our schools. Principals and central office department heads should consult with HR on the number of staff who can receive these stipends per year.				

KLEIN ISD STIPEND COMPENSATION

VIII Incentive Pay - One Time Payment					
		<u>KISD Increment Above Schedule</u>	<u>Department</u>	<u>Program</u>	<u>Project</u>
	National Board for Professional Teaching Standards Certificate	1,500	HR	11	82
	ESL (Full-time) (a)	500	Teaching & Learning	25	51
	The following stipends are paid upon completion:				
	Additional Certificate Endorsement (b)	500	HR	XX	9F
	Degree Advancement (c)	500	HR	82	XX
	(a) Stipend will be paid to those assigned to ESL full time personnel if they meet all TEA requirements for the assignment and/or certification. Certification must have been obtained while employed in Klein ISD.				
	(b) paid to an employee on a one-time basis for each additional endorsement to his/her Texas Teacher's Certificate in a high needs subject area after July 1, 2012 (Full Time FTE or .5 FTE. This does not include Part Time Employees .49)				
	(c) A total of \$500 will be paid to all State Board of Education (SBEC) Professional Employees on a one-time basis in the October or March paycheck as they reach the following levels after completion of one full year of employment in the KISD: Bachelor's degree + 15 hours (y), Master's degree + 15 hours (x), Master's degree + 30 hours (y), Master's degree + 45 hours (y), Doctorate + 15 hours (x), Doctorate + 30 hours (x). (x) - Degree plan not a requirement. (y) - Transcripts and an official degree plan, signed by the accredited college or university and must be presented to the personnel office no later than October 1 or March 1.				



SECTION VII

2019-2020 EMPLOYEE PAY COMPENSATION POLICIES

Klein Independent School District

Board Policies

2019-2020

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**Minimum Salary
Schedule —
Educators**

A district shall pay each classroom teacher, full-time librarian, full-time school counselor, or full-time nurse not less than the minimum monthly salary, based on the employee's level of experience, specified in Education Code 21.402 and 19 Administrative Code 153.1021.

Definitions

*"Classroom
Teacher"*

"Classroom teacher" means an educator who teaches an average of at least four hours per day in an academic or career and technology instructional setting, focusing on the delivery of the Texas Essential Knowledge and Skills, and who holds the relevant certificate from the State Board for Educator Certification (SBEC). Although noninstructional duties do not qualify as teaching, necessary functions related to the educator's instructional assignment, such as instructional planning and transition between instructional periods, should be applied to creditable classroom time.

"Librarian"

"Librarian" means an educator who provides full-time library services and holds the relevant certificate from SBEC.

"Counselor"

"Counselor" means an educator who provides full-time counseling and guidance services and holds the relevant certificate from SBEC.

"Nurse"

"Nurse" means an educator employed to provide full-time nursing and health-care services and who meets all the requirements to practice as a registered nurse (RN) pursuant to the Nursing Practice Act and the rules and regulations relating to professional nurse education, licensure, and practice and has been issued a license to practice professional nursing in Texas.

"Full-Time"

"Full-time" means contracted employment for at least ten months (187 days) for 100 percent of the school day, in accordance with the definitions of school day in Education Code 25.082, employment contract in Education Code 21.002, and school year in Education Code 25.081.

19 TAC 153.1022(a)

Placement on
Salary Schedule

The Commissioner's rules determine the experience for which a teacher, librarian, school counselor, or nurse is to be given credit in placing the teacher, librarian, school counselor, or nurse on the minimum salary schedule. A district shall credit the teacher, librarian, school counselor, or nurse for each year of experience, whether or not the years are consecutive. *Education Code 21.402(a), .403(c); 19 TAC 153.1022*

Employees
Formerly on Career
Ladder

A teacher or librarian who received a career ladder supplement on August 31, 1993, is entitled to at least the same gross monthly salary the teacher or librarian received for the 1994–95 school year as long as the teacher or librarian is employed by the same district.

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In addition, a teacher or librarian who was on level two or three of the career ladder is entitled, as long as he or she is employed by the same district, to placement on the minimum salary schedule according to the guidelines at Education Code 21.403(d). *Education Code 21.402(f), .403(d)*

Pay Increases

A district shall not grant any extra compensation, fee, or allowance to a public officer, agent, servant, or contractor after service has been rendered or a contract entered into and performed in whole or in part. *Tex. Const. Art. III, Sec. 53*

Public Hearing—
Contract Employees

A district may not pay an employee or former employee more than an amount owed under a contract with the employee unless the district holds at least one public hearing. Notice of the hearing must be given in accordance with notice of a public meeting under the Texas Open Meetings Act [see BE].

The board must state the following at the public hearing:

1. The source and exact amount of the payment;
2. The reason the payment is being offered including the public purpose that will be served by making the payment; and
3. The terms for distribution of the payment that effect and maintain the public purpose.

Loc. Gov't Code 180.007

**Salary Advances and
Loans**

A district shall not lend its credit or gratuitously grant public money or things of value in aid of any individual, association, or corporation. *Tex. Const. Art. III, Sec. 52; Brazoria County v. Perry, 537 S.W.2d 89 (Tex. Civ. App.—Houston [1st Dist.] 1976, no writ)*

**Designation of
Compensation for
Benefits**

An employee who is covered by a cafeteria plan or who is eligible to pay health-care premiums through a premium conversion plan may elect to designate a portion of the employee's compensation to be used as health-care supplementation. The amount designated may not exceed the amount permitted under federal law. *Education Code 22.103*

Use

An employee may use the compensation designated for health-care supplementation for any employee benefit, including depositing the designated amount into a cafeteria plan in which the employee is enrolled or using the designated amount for health-care premiums through a premium conversion plan. *Education Code 22.106*

Annual Election

Each school year, an active employee must elect in writing whether to designate a portion of the employee's compensation to be used as health-care supplementation. The election must be made at the

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same time that the employee elects to participate in a cafeteria plan, if applicable. *Education Code 22.105*

Definition

For purposes of the designation of compensation as health-care supplementation, "employee" means an active, contributing member of the Teacher Retirement System (TRS) who:

1. Is employed by a district;
2. Is not a retiree eligible for coverage under Insurance Code Chapter 1575 (retiree group health benefits);
3. Is not eligible for coverage by a group insurance plan under Insurance Code Chapter 1551 (state employee health insurance) or Chapter 1601 (state university employee health insurance); and
4. Is not an individual performing personal services for the district as an independent contractor.

Education Code 22.101(2)

**TRS Contributions
for New Hires**

During each fiscal year, a district shall pay an amount equal to the state contribution rate, as established by the General Appropriations Act for the fiscal year, applied to the aggregate compensation of new members of the retirement system, during their first 90 days of employment.

"New member" means a person first employed on or after September 1, 2005, including a former member who withdrew retirement contributions under Government Code 822.003 and is reemployed on or after September 1, 2005.

On a monthly basis, a district shall:

1. Certify to TRS the total amount of salary paid during the first 90 days of employment of a new member and the total amount of employer payments under this section for the payroll periods; and
2. Retain information, as determined by TRS, sufficient to allow administration of this section, including information for each employee showing the applicable salary as well as aggregate compensation for the first 90 days of employment for new employees.

A district must remit the amount required under this section to TRS at the same time the district remits the member's contribution. In computing the amount required to be remitted, a district shall include compensation paid to an employee for the entire pay period that contains the 90th calendar day of new employment.

Gov't Code 825.4041

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**TRS Surcharge for
Rehired Retirees**

TRS Fund
Contributions

During each payroll period for which a retiree is reported, a district shall contribute to the retirement system for each retiree reported an amount based on the retiree's salary equal to the sum of:

1. The current contribution amount that would be contributed by the retiree if the retiree were an active, contributing member; and
2. The current contribution amount authorized by the General Appropriations Act that the state would contribute for that retiree if the retiree were an active, contributing member.

Gov't Code 825.4092(b)

Health Insurance
Contributions

In addition, each payroll period and for each rehired retiree who is enrolled in TRS Care (retiree group health insurance), a district shall contribute to the TRS Care trust fund an amount established by TRS. In determining the amount to be contributed by the district, TRS shall consider the amount a retiree is required to pay for the retiree and any enrolled dependents to participate in the group program and the full cost of the retiree's and enrolled dependents' participation in the group program. If more than one employer reports the retiree to TRS during a month, the amount of the required payment shall be prorated among employers.

Exception

A district is not required to contribute these amounts for a retiree who retired from the retirement system before September 1, 2005.

Gov't Code 825.4092(c), (e); Insurance Code 1575.204(b)

**Notice Regarding
Earned Income Tax
Credit**

Not later than March 1 of each year, a district shall provide employees with information regarding general eligibility requirements for the federal earned income tax credit by one of the following means:

1. In person;
2. Electronically at the employee's last known e-mail address;
3. Through a flyer included, in writing or electronically, as a payroll stuffer; or
4. By first class mail to the employee's last known address.

A district may not satisfy this requirement solely by posting information in the workplace.

In addition, a district may provide employees with IRS publications and forms, or information prepared by the comptroller, relating to the earned income tax credit.

Labor Code 104.001-.003

COMPENSATION AND BENEFITS
COMPENSATION PLAN

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(LEGAL)

Decreasing Pay

The Commissioner has held that a district may reduce educator compensation if it gives sufficient warning of a possible reduction in pay when educators can still unilaterally resign from their contracts. A sufficient warning must be both formal enough and specific enough to give educators a meaningful opportunity to decide whether to continue employment with a district. *Brajenovich v. Alief Indep. Sch. Dist., Tex. Comm'r of Educ. Decision No. 021-R10-1106 (2009)*

**Widespread Salary
Reductions**

The following provisions apply only to a widespread reduction in the amount of annual salaries paid to classroom teachers in a district based primarily on district financial conditions rather than on teacher performance.

For any school year in which a district has reduced the amount of the annual salaries paid to classroom teachers from the amount paid for the preceding school year, the district shall reduce the amount of the annual salary paid to each district administrator or other professional employee by a percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

Education Code 21.4032

A board may not reduce salaries until the district has complied with the requirements at Education Code 21.4022 [see Salary Reduction/Furlough Process, below]. *Education Code 21.4022*

Furlough Program

In accordance with district policy [see DFFA], a board may implement a furlough program and reduce the number of days of service otherwise required under Education Code 21.401 [see DC] by not more than six days of service during a school year if the Commissioner certifies that the district will be provided with less state and local funding for that year than was provided to the district for the 2010–11 school year. *Education Code 21.4021(a)*

A board may not implement a furlough program until the district has complied with the requirements at Education Code 21.4022 [see Salary Reduction/Furlough Process, below]. *Education Code 21.4022*

Funding Levels

Not later than July 1 of each year, the Commissioner shall determine for each district whether the estimated amount of state and local funding per student in weighted average daily attendance to be provided to the district under the Foundation School Program for maintenance and operations for the following school year is less than the amount provided to the district for the 2010–11 school year. If the amount estimated to be provided is less, the

COMPENSATION AND BENEFITS
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	Commissioner shall certify the percentage decrease in funding to be provided to the district. <i>Education Code 42.009</i>
<i>Salaries</i>	Notwithstanding Education Code 21.402 (minimum salary schedule), a board may reduce the salary of an employee who is furloughed in proportion to the number of days by which service is reduced. Any reduction in the amount of the annual salary must be equally distributed over the course of the employee's current contract with the district.
<i>Furlough Days</i>	A furlough program must subject all contract personnel to the same number of furlough days. An educator may not be furloughed on a day that is included in the number of days of instruction required under Education Code 25.081 [see EB]. Implementation of a furlough program may not result in an increase in the number of required teacher workdays. An educator may not use personal, sick, or any other paid leave while the educator is on a furlough.
<i>Contract Resignation</i>	If a board adopts a furlough program after the date by which a teacher must give notice of resignation from a probationary, term, or continuing contract [see DFE], an employee who subsequently resigns is not subject to sanctions imposed by SBEC.
<i>No Appeal</i>	A decision by a board to implement a furlough program is final and may not be appealed and does not create a cause of action or require collective bargaining. <i>Education Code 21.4021</i>
Salary Reduction / Furlough Process	A board may not implement a furlough program under Education Code 21.4021 or reduce salaries until the district has complied with the requirements below.
<i>Employee Involvement</i>	A district must use a process to develop a furlough program or other salary reduction proposal, as applicable, that: <ol style="list-style-type: none">1. Includes the involvement of the district's professional staff; and2. Provides district employees with the opportunity to express opinions regarding the furlough program or salary reduction proposal, as applicable, at the public meeting described below.
<i>Public Meeting</i>	A board must hold a public meeting at which the board and district administration present: <ol style="list-style-type: none">1. Information regarding the options considered for managing the district's available resources, including consideration of a tax rate increase and use of the district's available fund balance;

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(LEGAL)**

2. An explanation of how the district intends, through implementation of a furlough program or salary reductions, as applicable, to limit the number of district employees who will be discharged or whose contracts will not be renewed. Any explanation of a furlough program must state the specific number of furlough days proposed to be required; and
3. Information regarding the local option residence homestead exemption.

The public and district employees must be provided with an opportunity to comment at the public meeting.

Education Code 21.4022

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(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan will include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or bimonthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

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 pay adjustments for individual employees, within the approved budget following established procedures.

*Mid-Year Pay
Increases*

Contract
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

Noncontract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity.

Pay During Closing

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools]

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Premium Pay
During Disasters

Nonexempt employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

COMPENSATION PLAN
INCENTIVES AND STIPENDS

DEAA
(LEGAL)

**Incentive Grants—
Contract Provision**

A district shall provide in employment contracts that qualifying employees may receive an incentive payment under an awards program established under Education Code Chapter 21, Subchapter O (Educator Excellence Award Program and Educator Excellence Innovation Program) if the district participates in the program. A district shall indicate that any incentive payment distributed is considered a payment for performance and not an entitlement as part of an employee's salary. *Education Code 21.415*

**Educator Excellence
Innovation Program**

The Educator Excellence Innovation Program (EEIP) is a grant program under which a district may receive a competitive grant for the purposes of systematically transforming educator quality and effectiveness. TEA will give priority to districts that receive Title I funding and have at a majority of district campuses a student enrollment that is at least 50 percent educationally disadvantaged.

Eligibility

A district is eligible to apply for EEIP grant funds if the district:

1. Completes and submits a Notice of Intent to Apply to TEA by the date established by the Commissioner;
2. Complies with all assurances in the Notice of Intent to Apply and grant application;
3. Participates in the required technical assistance activities established by the Commissioner, including establishing leadership teams, master teachers, mentor teachers, and instructional coaches and developing career pathways;
4. Agrees to participate for four years; and
5. Complies with any other activities set forth in the program requirements.

An eligible district must submit an application in a form prescribed by the Commissioner. Each eligible applicant must meet all deadlines, requirements, and assurances specified in the application. The Commissioner may waive any eligibility requirements as specified in 19 Administrative Code 102.1073.

Local Plan

An eligible district that intends to participate in the EEIP shall submit a local educator excellence innovation plan to TEA. A local educator excellence innovation plan must address the elements at 19 Administrative Code 102.1073(e)(2).

A district must act pursuant to its local board policy [see DEAA (LOCAL)] for submitting a local educator excellence innovation plan and grant application to TEA. A local decision to approve and submit a plan and grant application may not be appealed to the Commissioner.

COMPENSATION PLAN
INCENTIVES AND STIPENDS

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(LEGAL)

A district may renew its local educator excellence innovation plan for three consecutive school years without resubmitting a full grant application to TEA. With TEA approval, a district may amend its local plan in accordance with 19 Administrative Code 102.1073(c) and (h) for each school year the district receives a program grant.

Use of Grant Funds

A district may use grant funds only to carry out purposes of the program as described at Education Code 21.7011, in accordance with the district's local plan, which may include the following specific methods or procedures:

1. Implementation and administration of a high-quality mentoring program for teachers in the first three years of classroom teaching using mentors who meet the qualifications prescribed by Education Code 21.458 [see MENTOR TEACHERS, below];
2. Implementation of a teacher evaluation system using multiple measures that include:
 - a. The results of classroom observation, which may include student comments;
 - b. The degree of student educational growth and learning; and
 - c. The results of teacher self-evaluation;
3. To the extent permitted under Education Code Chapter 25, Subchapter C, restructuring of the school day or school year to provide for embedded and collaborative learning communities for the purpose of professional development [see EC];
4. Establishment of an alternative teacher compensation or retention system; and
5. Implementation of incentives designed to reduce teacher turnover.

Waiver Request

A district may apply to the Commissioner in writing for a waiver to exempt the district or one or more district campuses from one or more of the statutory sections listed at Education Code 21.7061(a).

The application for the waiver must demonstrate:

1. Why waiving the identified section of the Education Code is necessary to carry out the purposes of the program;
2. Approval for the waiver by a vote of a majority of the members of the board;

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3. Approval for the waiver by a vote of a majority of the educators employed at each campus for which the waiver is sought; and
4. Evidence that the voting occurred during the school year and in a manner that ensured that all educators entitled to vote had a reasonable opportunity to participate in the voting.

Neither the board nor the superintendent may compel a waiver of rights under Education Code 21.7061.

Not later than April 1 of the year in which the waiver application is submitted, the Commissioner shall notify the district in writing whether the application has been granted or denied. A waiver expires when the waiver is no longer necessary to carry out the purposes of the program, in accordance with the district's local educator excellence innovation plan.

Education Code Ch. 21, Subch. O; 19 TAC 102.1073

Mentor Teachers

A district may assign a mentor teacher to each classroom teacher who has less than two years of teaching experience in the subject or grade level to which the teacher is assigned. A teacher assigned as a mentor must:

1. To the extent practicable, teach in the same school;
2. To the extent practicable, teach the same subject or grade level, as applicable; and
3. Meet the qualifications prescribed by Commissioner's rules.

The Commissioner's rules must require that a mentor teacher:

1. Complete a research-based mentor and induction training program approved by the Commissioner;
2. Complete a training program provided by the district; and
3. Have at least three complete years of teaching experience with a superior record of assisting students, as a whole, in achieving improvement in student performance.

A district may apply to the Commissioner for funds for a mentor teacher program. A district may use the funds only for providing:

1. Mentor teacher stipends;
2. Scheduled release time for mentor teachers and the classroom teachers to whom they are assigned for meeting and engaging in mentoring activities; and
3. Mentoring support through providers of mentor training.

Education Code 21.458; 19 TAC 153.1011

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**Master Teacher
Grant Programs**

The Commissioner shall establish master reading, mathematics, technology, and science teacher grant programs to encourage teachers to become certified as master teachers and to work with other teachers and students to improve student performance. *Education Code 21.410–.413*

Application

A district may apply to the Commissioner for grants for each identified high-need campus to be used to pay year-end stipends to certified master teachers.

Use of Funds

Grant funds may be used only for the purpose of paying a year-end stipend to a master teacher whose primary duties are to teach reading, mathematics, technology, or science and to serve as a reading, mathematics, technology, or science teacher mentor for the amount of time and in the manner established by the district.

Payments

The Commissioner shall reduce payments to a district proportionately to the extent a teacher does not meet the requirements for a master teacher for the entire school year.

If a teacher qualifies as a master teacher for a partial month, a district's written policy will determine how the district counts the partial month, for example, as no month served or as an entire month served. Only whole months shall be entered on the application by a district on the teacher's behalf.

Education Code sections 21.410–.413 do not create a property right to a grant or stipend. A master teacher stipend is not considered in determining whether the district is paying the teacher the minimum monthly salary under Education Code 21.402.

Designation of
Teacher

A district that employs more certified master teachers than the number of grants available shall designate which certified master teacher(s) to assign the duties required to receive the state stipends. The designation is based on a written policy adopted by the board. A district's decision is final and may not be appealed.

A district may not apportion among teachers a stipend paid with a grant the district receives under this program. A district may use local money to pay additional stipends in amounts determined by the district.

Education Code 21.410–.413; 19 TAC Ch. 102, Subch. BB

**Achievement
Academy Stipends**

A stipend received by a teacher who attends a literacy achievement, mathematics achievement, or a reading-to-learn academy is not considered in determining whether a district is paying the teacher the minimum monthly salary under Education Code 21.402. *Education Code 21.4552(d), .4553(d), .4554(d)*

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A stipend received by a school counselor or teacher who attends a postsecondary education and career counseling academy under Education Code 33.009 is not considered in determining whether a district is paying the school counselor or teacher the minimum monthly salary under Education Code 21.402. *Education Code 33.009(h)*

**Retirement
Incentives**

A district may not offer or provide a financial or other incentive to an employee to encourage the employee to retire from the Teacher Retirement System of Texas. *Education Code 22.007*

**Attendance
Supplement**

A district shall not deny an educator a salary bonus or similar compensation given in whole or in part on the basis of educator attendance because of the educator's absence from school for observance of a religious holy day observed by a religion whose places of worship are exempt from property taxation under Tax Code 11.20. *Education Code 21.406*

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Stipend

The Superintendent shall recommend a stipend pay schedule as part of the annual compensation plan of the District. [See DEA]

Supplemental
Duties

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

**Incentive and
Innovation Programs**

The Superintendent shall have authority to submit plans and grant applications for incentive and innovation programs to TEA or other granting organizations on behalf of the Board. Incentive plans shall address teacher eligibility, including any exclusions.

Locally developed incentive programs, if any, shall be addressed in the compensation plan of the District.

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Fair Labor Standards Act	Unless an exemption applies, a district shall pay each of its employees not less than minimum wage for all hours worked. 29 <i>U.S.C. 206(a)(1)</i>
Minimum Wage and Overtime	Unless an exemption applies, a district shall pay an employee not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 in any workweek. 29 <i>U.S.C. 207(a)(1)</i> ; 29 <i>C.F.R. pt. 778</i>
Breaks for Nonexempt Employees	<p>Rest periods of up to 20 minutes must be counted as hours worked. Coffee breaks or time for snacks are rest periods, not meal periods. 29 <i>C.F.R. 785.18</i></p> <p>Bona fide meal periods of 30 minutes or more are not counted as hours worked if the employee is completely relieved from duty. The employee is not relieved from duty if the employee is required to perform any duties, whether active or inactive, while eating. For example, an office employee who is required to eat at his or her desk is working while eating. It is not necessary that an employee be permitted to leave the premises if the employee is otherwise completely freed from duties during the meal period. 29 <i>C.F.R. 785.19</i></p>
Compensatory Time <i>Accrual</i>	<p>Nonexempt employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than one and one-half hours for each hour of overtime work, pursuant to an agreement or understanding arrived at between the employer and employee before the performance of the work. Such agreement or understanding may be informal, such as when an employee works overtime knowing that the employer rewards overtime with compensatory time.</p> <p>An employee may accrue not more than 240 hours of compensatory time. If the employee's overtime work included a public safety activity, an emergency response activity, or a seasonal activity, the employee may accrue not more than 480 hours of compensatory time. After the employee has reached these limits, the employee shall be paid overtime compensation for additional overtime work.</p>
<i>Payment for Accrued Time</i>	Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time of payment. An employee who has accrued compensatory time off shall be paid for any unused compensatory time upon separation from employment at the rates set forth at 29 <i>U.S.C. 207(o)(4)</i> .
<i>Use</i>	An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the district.

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The Fair Labor Standards Act (FLSA) does not prohibit a district from compelling the use of accrued compensatory time.

29 U.S.C. 207(o); Christensen v. Harris County, 529 U.S. 576 (2000); Houston Police Officers' Union v. City of Houston, 330 F.3d 298 (5th Cir. 2003)

Exempt Employees

The minimum wage and overtime provisions do not apply to any employee employed in a bona fide executive, administrative, or professional capacity. *29 U.S.C. 213(a)(1)*

*Academic
Administrators*

The term "employee employed in a bona fide administrative capacity" includes an employee:

1. Compensated for services on a salary or fee basis at a rate of not less than \$455 per week exclusive of board, lodging, or other facilities, or on a salary basis that is at least equal to the entrance salary for teachers in the district by which employed; and
2. Whose primary duty is performing administrative functions directly related to academic instruction or training in a district or department or subdivision thereof.

"Performing administrative functions directly related to academic instruction or training" means work related to the academic operations and functions in a school rather than to administration along the lines of general business operations. Such academic administrative functions include operations directly in the field of education. Jobs relating to areas outside the educational field are not within the definition of academic administration.

Employees engaged in academic administrative functions include:

1. The superintendent or other head of an elementary or secondary school system, and any assistants, responsible for administration of such matters as curriculum, quality and methods of instructing, measuring and testing the learning potential and achievement of students, establishing and maintaining academic and grading standards, and other aspects of the teaching program;
2. The principal and any vice principals responsible for the operation of an elementary or secondary school;
3. Academic counselors who perform work such as administering school testing programs, assisting students with academic problems and advising students concerning degree requirements; and
4. Other employees with similar responsibilities.

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Jobs relating to building management and maintenance, jobs relating to the health of the students, and academic staff such as social workers, psychologists, lunchroom managers, or dietitians do not perform academic administrative functions, although such employees may qualify for another exemption.

29 C.F.R. 541.204

Salary Basis

To qualify as an exempt executive, administrative, or professional employee, the employee must be compensated on a salary basis, unless the employee is a teacher. Subject to the exceptions listed in the rule, an employee must receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. A district that makes improper deductions from salary shall lose the exemption if the facts demonstrate that the district did not intend to pay exempt employees on a salary basis. *29 C.F.R. 541.600, .602(a), .603*

*Partial-Day
Deductions*

A district employee who otherwise meets the salary basis requirements shall not be disqualified from exemption on the basis that the employee is paid according to a pay system established by statute, ordinance, or regulation, or by a policy or practice established pursuant to principles of public accountability, under which the employee accrues personal leave and sick leave and which requires the employee's pay to be reduced or the employee to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one workday when accrued leave is not used by an employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

Deductions from the pay of a district employee for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

29 C.F.R. 541.710

*Safe Harbor
Policy*

If a district has a clearly communicated policy that prohibits improper pay deductions and includes a complaint mechanism, reimburses employees for any improper deductions, and makes a good faith commitment to comply in the future, the district will not lose

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the exemption unless the district willfully violates the policy by continuing to make improper deductions after receiving employee complaints.

The best evidence of a clearly communicated policy is a written policy that was distributed to employees before the improper pay deductions by, for example, providing a copy of the policy to employees upon hire, publishing the policy in an employee handbook, or publishing the policy on a district's intranet.

29 C.F.R. 541.603(d)

Teachers

The term "employee employed in a bona fide professional capacity" includes any employee with a primary duty of teaching, tutoring, instructing, or lecturing in the activity of imparting knowledge and who is employed and engaged in this activity as a teacher in an elementary or secondary school system by which the employee is employed. The salary basis requirements do not apply to teaching professionals.

Exempt teachers include:

1. Regular academic teachers;
2. Teachers of kindergarten or nursery school pupils;
3. Teachers of gifted or disabled children;
4. Teachers of skilled and semi-skilled trades and occupations;
5. Teachers engaged in automobile driving instruction;
6. Home economics teachers; and
7. Vocal or instrumental music instructors.

Those faculty members who are engaged as teachers but also spend a considerable amount of their time in extracurricular activities such as coaching athletic teams or acting as moderators or advisors in such areas as drama, speech, debate, or journalism are engaged in teaching. Such activities are a recognized part of the schools' responsibility in contributing to the educational development of the student.

The possession of an elementary or secondary teacher's certificate provides a clear means of identifying the individuals contemplated as being within the scope of the exemption for teaching professionals. Teachers who possess a teaching certificate qualify for the exemption regardless of the terminology (e.g., permanent, conditional, standard, provisional, temporary, emergency, or unlimited) used by the state to refer to different kinds of certificates. However, a teacher who is not certified may be considered for

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exemption, provided that such individual is employed as a teacher by the employing school or school system.

29 C.F.R. 541.303

Wage and Hour
Records

A district shall maintain and preserve payroll or other records for nonexempt employees containing the information required by the regulations under the FLSA. *29 C.F.R. 516.2(a)*

**Payday Law
Exemption**

The Texas Payday Law does not apply to the state or a political subdivision. *Labor Code 61.003*

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**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.

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 up to and including a 40-hour 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.

Workweek Defined

For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Monday and end at 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. 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 for employees whose duty calendar is less than 226 days per year and may not accrue beyond a maximum of 200 hours for employees whose duty calendar is 226 days or more per year.

If an employee whose duty calendar is less than 226 days per year has a balance of more than 60 hours of overtime, the employee shall be required to use compensatory time or, at the District's option, shall receive overtime pay. If an employee whose duty calendar is 226 days or more per year has a balance of more than 200 hours of overtime, the employee shall be required to use compensatory time, or at the District's option, shall receive overtime pay.

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Use

An employee whose duty calendar is less than 226 days per year shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a fiscal year, the employee shall receive overtime pay.

An employee whose duty calendar is 226 days or more per year shall use compensatory time at any time with the approval of the employee's immediate supervisor. If an employee has any unused compensatory time remaining at the time the employee separates from employment with the District, 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.

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**Duty Weapon and
Badge**

On the death of a peace officer employed by the District, the District shall provide, at no cost, the officer's duty weapon, if any, and badge to the officer's designated beneficiary or, if there is no designated beneficiary, to the officer's estate. The District shall provide peace officers with a form on which they may designate their beneficiaries for this purpose. If a District peace officer dies and is to be buried in the person's uniform, the District shall provide the uniform at no cost. *Gov't Code 615.102--103*

Survivor Benefits

The following provisions apply to a person employed by the District as a peace officer or in another position listed at Government Code 615.001 and who dies as a result of a personal injury, as defined at Government Code 615.021 and 615.072, sustained in the line of duty.

Notice to ERS

The surviving spouse and children of the deceased employee may be eligible for benefits under Government Code Chapter 615, Subchapter B. As soon as practicable after the death of a peace officer or other covered employee, the District shall furnish proof of death to the Employees Retirement System. *Gov't Code 615.041*

Continuation of
Health Insurance

The surviving spouse and any dependents of the deceased employee may be entitled to purchase or continue health insurance benefits through the District under Government Code Chapter 615, Subchapter D. The District shall provide written notice to an eligible survivor of the survivor's rights not later than the tenth day after the date of the employee's death. Not later than the 150th day after the employee's death, the District shall send a subsequent written notice by certified mail to any eligible survivor who has not already elected to purchase or continue coverage on or before that date.

If an eligible survivor is a minor child, the District shall also provide notice, at the same time, to the child's parent or guardian unless, after reasonable effort, the parent or guardian cannot be located.

Gov't Code 615.075

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Note: This policy addresses leaves in general. For provisions regarding the Family and Medical Leave Act (FMLA), including FML for an employee seeking leave because of a relative's military service, see DECA. For provisions addressing leave for an employee's military service, see DECB.

State Leave

State Personal
Leave

A district shall provide employees with five days per year of state personal leave, with no limit on accumulation and no restrictions on transfer among districts. A district may provide additional personal leave beyond this minimum.

A board may adopt a policy governing an employee's use of state personal leave, except that the policy may not restrict the purposes for which the leave may be used.

Education Code 22.003(a)

State Sick Leave
(Accumulated Prior
to 1995)

District employees retain any sick leave accumulated as state minimum sick leave under former Section 13.904(a) of the Education Code. Accumulated state sick leave shall be used only for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Death in the employee's immediate family.
5. During military leave [see Use During Military Leave, below].

Acts of the 74th Legislative Session, Senate Bill 1, Sec. 66

Former Education
Service Center
Employees

A district shall accept the sick leave accrued by an employee who was formerly employed by a regional education service center (ESC), not to exceed five days per year for each year of employment. *Education Code 8.007*

Order of Use

A board's policy governing an employee's use of state personal leave may not restrict the order in which an employee may use state personal leave and any additional personal leave provided by the school district.

An employee who retains any state sick leave is entitled to use the state sick leave, state personal leave, or local personal leave in any order to the extent that the leave the employee uses is appropriate to the purpose of the leave.

Education Code 22.003(a), (f)

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Use During Military
Leave

An employee with available personal leave is entitled to use the leave for compensation during a term of active military service. "Personal leave" includes personal or sick leave available under former law or provided by local policy. *Education Code 22.003(d), (e)* [See DECB]

Temporary Disability

Each full-time educator shall be given a leave of absence for temporary disability at any time the educator's condition interferes with the performance of regular duties. The contract or employment of the educator may not be terminated while the educator is on a leave of absence for temporary disability. For purposes of temporary disability leave, pregnancy is considered a temporary disability.

At Employee's
Request

A request for a leave of absence for temporary disability must be made to a superintendent. The request must:

1. Be accompanied by a physician's statement confirming inability to work;
2. State the date requested by the educator for the leave to begin; and
3. State the probable date of return as certified by the physician.

By Board Authority

A board may adopt a policy providing for placing an educator on leave of absence for temporary disability if, in the board's judgment in consultation with a physician who has performed a thorough medical examination of the educator, the educator's condition interferes with the performance of regular duties. The educator shall have the right to present to the board testimony or other information relevant to the educator's fitness to continue in the performance of regular duties. [See DBB]

Return to Active
Duty

The educator shall notify the superintendent of a desire to return to active duty no later than the 30th day before the expected date of return. The notice must be accompanied by a physician's statement indicating the educator's physical fitness for the resumption of regular duties.

Notice

Placement

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another campus voluntarily may approve the appointment of an employee who wishes to return from leave of absence. However, if no other principal approves the assignment by the beginning of the next school year, a district must place the

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	employee at the school at which the employee formerly taught or was assigned.
Length of Absence	<p>A superintendent shall grant the length of leave of absence for temporary disability as required by the individual educator. A board may establish a maximum length for a leave of absence for temporary disability, but the maximum length may not be less than 180 calendar days.</p> <p><i>Education Code 21.409; Atty. Gen. Op. DM-177 (1992); Atty. Gen. Op. H-352 (1974)</i></p>
Sick Leave Different from Temporary Disability Leave	<p>An employee's entitlement to sick leave is unaffected by any concurrent eligibility for a leave of absence for temporary disability. The two types of leave are different, and each must be granted by its own terms. <i>Atty. Gen. Op. H-352 (1974)</i></p>
Assault Leave	<p>In addition to all other days of leave, a district employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from physical injuries sustained as a result of the assault. The leave shall be paid as set forth below at Coordination with Workers' Compensation Benefits.</p> <p>A district employee is physically assaulted if the person engaging in the conduct causing injury to the employee:</p> <ol style="list-style-type: none">1. Could be prosecuted for assault; or2. Could not be prosecuted for assault only because the person's age or mental capacity makes the person a nonresponsible person for purposes of criminal liability.
Notice of Rights	<p>Any informational handbook a district provides to employees in an electronic or paper form or makes available by posting on the district's website must include notification of an employee's rights regarding assault leave, in the relevant section of the handbook. Any form used by a district through which an employee may request personal leave must include assault leave as an option.</p>
Assignment to Assault Leave	<p>At the request of an employee, a district must immediately assign the employee to assault leave. Days of assault leave may not be deducted from accrued personal leave. Assault leave may not extend more than two years beyond the date of the assault. Following an investigation of the claim, a district may change the assault leave status and charge the leave against the employee's accrued personal leave or against the employee's pay if insufficient accrued personal leave is available.</p>

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Coordination with Workers' Compensation Benefits	Notwithstanding any other law, assault leave benefits due to an employee shall be coordinated with temporary income benefits due from workers' compensation so the employee's total compensation from temporary income benefits and assault leave benefits will equal 100 percent of the employee's weekly rate of pay. <i>Education Code 22.003(b)–(c-1)</i>
Religious Observances	A district shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of district business. Such absence shall be without pay unless applicable paid leave is available. <i>42 U.S.C. 2000e(j), 2000e-2(a); Ansonia Bd. of Educ. v. Philbrook, 479 U.S. 60, (1986); PINSKER v. Joint Dist. No. 28J of Adams and Arapahoe Counties, 735 F.2d 388 (10th Cir. 1984)</i>
Compliance with a Subpoena	An employer may not discharge, discipline, or penalize in any manner an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. <i>Labor Code 52.051(a)</i> <hr/> Note: A Texas federal court held that by omitting any reference to governmental entities from Labor Code 52.051, the state legislature intended to exclude governmental entities from the definition of "employer" contained within that section. Therefore, the statute did not waive a county's governmental immunity from liability for claims of retaliatory discharge of an employee for complying with a subpoena. <i>Alcala v. Texas Webb County, 620 F. Supp. 2d 795 (S.D. Tex. 2009)</i> <hr/>
Jury Duty	A district may not discharge, discipline, reduce the salary of, or otherwise penalize or discriminate against an employee because of the employee's compliance with a summons to appear as a juror. For each regularly scheduled workday on which a nonsalaried employee serves in any phase of jury service, a district shall pay the employee the employee's normal daily compensation. An employee's accumulated personal leave may not be reduced because of the employee's service in compliance with a summons to appear as a juror. <i>Education Code 22.006</i>
Attendance at Truancy Hearing	A district may not terminate the employment of a permanent employee because the employee is required under Family Code 65.062(b) to attend a truancy court hearing. <i>Family Code 65.063</i>
Developmental Leaves of Absence	A board may grant a developmental leave of absence for study, research, travel, or other suitable purpose to an employee working in

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a position requiring a permanent teaching certificate who has served in a district at least five consecutive school years.

A developmental leave of absence may be granted for one school year at one-half salary or for one-half of a school year at full salary paid to the employee in the same manner, on the same schedule, and with the same deductions as if the employee were on full-time duty.

An employee on developmental leave shall continue to be a member of the Teacher Retirement System of Texas and shall be an employee of a district for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in a district.

Education Code 21.452

Leave for Sick Foster Child

An employer commits an unlawful employment practice under Labor Code, Chapter 21 if:

1. The employer administers a leave policy under which an employee is entitled to personal leave to care for or otherwise assist the employee's sick child; and
2. The leave policy does not treat in the same manner as an employee's biological or adopted minor child any foster child of the employee who:
 - a. Resides in the same household as the employee; and
 - b. Is under the conservatorship of the Texas Department of Family and Protective Services.

Labor Code 21.0595

Absence Control

Uniform enforcement of a reasonable absence-control rule is not retaliatory discharge. For example, a district that terminates an employee for violating a reasonable absence-control provision cannot be liable for retaliatory discharge as long as the rule is uniformly enforced. *Howell v. Standard Motor Prods., Inc.*, 2001 U.S. Dist LEXIS 12332 (N. D. Tex. 2001) (Family and Medical Leave Act case); *Specialty Retailers v. DeMoranville*, 933 S.W.2d 490 (Tex. 1996) (age discrimination case); *Continental Coffee Products Co. v. Cazarez*, 937 S.W.2d 444 (Tex. 1996) (workers' compensation claim); *Gonzalez v. El Paso Natural Gas Co.*, 40 F.E.P. Cases (BNA) 353 (Tex. App.—El Paso 1986, no pet.) (sex discrimination case)

[Some employees may have protected status even after the expiration of all other leave. See DAA.]

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Definitions

The term "immediate family" is defined as:

Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

Availability

The District shall make state personal leave for the current year available for use at the beginning of the school year. Local leave shall be made available as earned.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

**DEC
(LOCAL)**

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Recording

Leave shall be recorded as follows:

1. Leave shall be recorded in half-day increments for all employees.
2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. State personal leave.

Use of extended sick leave or sick leave bank days shall be permitted only after all available state and local leave has been exhausted.

**Concurrent Use of
Leave**

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used:

Non-Discretionary
Use

1. Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Non-discretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

2. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Limitations

Request for
Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

Duration of
Leave

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

Employees in positions normally requiring ten, 11, or 12 months of service shall earn five, six, or seven paid local leave days per school year, respectively, in accordance with administrative regulations.

Local leave shall accumulate without limit.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

**DEC
(LOCAL)**

Local leave shall be used according to the terms and conditions of state personal leave. [See STATE PERSONAL LEAVE, above]

Extended Sick Leave

After all available state and local leave days have been exhausted, an employee shall be granted extended sick leave days based on the employee's minimum sick leave balance as of the first duty date of the school year in which leave is requested. Extended sick leave shall be used for the employee's personal illness or injury, including pregnancy-related illness or injury, or for absences related to the illness or injury of a member of the employee's immediate family.

Years of Consecu- tive District Experience	Minimum Sick and Personal Leave Balance on First Duty Day of School Year	Maximum Number of Days of Personal Extended Sick Leave Authorized	Maximum Number of Days of Family Extended Sick Leave Authorized
1	7	5	2
2	14	10	4
3-4	21	15	6
5-6	35	25	10
7-8	49	35	14
9-10	63	45	18
11-12	70	48	22
13-14	77	51	26
15-16	84	54	30
17-18	90	56	34
19-20	95	59	36
21-22	105	66	39
23-24	115	73	42
25+	125	80	45

Any approved leave of absence shall be counted toward consecutive years of experience.

A written request for extended sick leave shall be submitted to the employee's immediate supervisor and sent through the chain of command to the Superintendent for approval. The request shall include a certification of need for the leave from a physician each time extended sick leave is requested.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

**DEC
(LOCAL)**

Potentially Disabling
Conditions

When an employee becomes aware of a medical condition that may become disabling and could result in the employee being absent from his or her assignment for more than five consecutive workdays during the current employment year, a statement from a medical doctor shall be provided to the immediate supervisor periodically, but no less than monthly. The doctor's statement must indicate if there are any restrictions or limitations to the employee's performance of daily duties. If the doctor imposes any constraints, the Superintendent, in consultation with appropriate District staff members, shall determine the appropriate course of administrative actions.

If sick leave or a leave of absence begins as a result of the above, the employee shall present a written statement from his or her medical doctor stating the date when he or she will be physically able to resume employment without any duty limitations.

Any employee's written request for the approval of a job duty or job description modification due to a temporary disability shall be forwarded through the appropriate administrative channels to the Superintendent for final approval.

**Catastrophic Sick
Leave Bank**

The Catastrophic Sick Leave Bank (CSLB) is created through an annual gift or grant from the Board based on the value of local leave remaining in leave accounts of employees who retire or resign from the District. Days not used in a school year shall be carried forward to the following year.

Eligibility

Any full-time, regular employee shall be eligible for membership in the CSLB on September 1 after the completion of 12 months of employment. A regular employee is defined as an individual who is eligible to receive District health-care benefits; i.e., two paychecks per month on a regular basis for a minimum of ten months annually. To apply for days from the CSLB, an employee shall have exhausted all paid leave benefits.

Limitations

Use of the CSLB shall be limited to the number of days available in the CSLB and the number of equivalent days added to the CSLB each year as part of the annual budget adoption process.

An individual staff member may be granted days by the Insurance Advisory Committee (IAC) only once during a school year; however, the IAC may consider extenuating circumstances and grant additional days.

An employee receiving days from the CSLB shall not earn local sick leave. An employee shall not be granted extended sick leave and days from the CSLB in the same school year.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The number of days granted to an individual staff member shall not exceed the number of remaining duty days the CSLB member is scheduled to work in that school year according to the District calendar for the employee's position. A grant of days from the CSLB shall never cause a member to receive more than his or her annual salary or wage or to extend the number of days the employee is scheduled to work.

Granting Days

Grants of days from the CSLB shall be in units of not more than 30 consecutive workdays. At the end of 30 days, the staff member may apply for an extension by submitting an updated statement from a physician on the appropriate form. Payment received by an employee for use of days from the CSLB is taxable income.

If a member returns to work and has not used all days granted, the unused days shall be returned to the CSLB.

Any decision of the IAC regarding granting or denying of days or the number of days is final.

Application for Days

All forms for participation in the CSLB shall be available in the office of the principal or department head or from the department of human resources. Applications shall be submitted to the IAC through the office of the associate superintendent for human resources.

Applications may be submitted at any time an eligible employee has 15 or fewer days of paid leave remaining. Any request for days must be made within 30 days of the staff member's use of his or her last accumulated paid leave day.

All requests shall be accompanied by a physician's statement on a form provided by the IAC confirming the cause of illness or confinement and certifying the member's inability to perform assigned duties. The form must be personally signed by the physician. The IAC shall not honor any physician's statement unless it is on the official form provided by the IAC.

The IAC may require a member, at the member's expense, to obtain a second opinion; this physician's report shall be sent directly to the associate superintendent of human resources before the IAC may act upon the request for days.

Each separate application for a grant of days from the CSLB shall include a new physician's statement.

If the illness of a CSLB member prevents the member from personally applying for days, the application may be submitted to the IAC by the member's authorized agent or a member of the employee's family. An applicant may submit a request for an extension of a

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

CSLB leave grant before the original grant expires by using the appropriate request form accompanied by a new signed physician's statement.

*Terminating
Membership*

A member of the bank shall lose the right to use CSLB days if the employee:

1. Terminates employment with the District;
2. Is suspended without pay;
3. Abuses or misuses the CSLB;
4. Becomes ineligible (not full-time); or
5. Is on an approved leave of absence.

*Governing
Committee*

The CSLB shall be governed by the District IAC, which shall be responsible for the operation of the program and the granting or denying of requests for days to staff members who suffer a catastrophic personal illness.

Members of the IAC shall be chosen by the associate superintendent of human resources from the following groups by a random stratified procedure from a master list of employees:

Teachers/librarians/nurses/counselors	5
Paraprofessionals	2
Plant operations/maintenance/warehouse	1
Food service/bus drivers	1
Administration	1
Associate superintendent of human resources (chair)	1

Service on the IAC shall be voluntary. Members of the IAC shall serve staggered two-year terms with one-half being selected on alternate years. Committee members shall have no authority unless they are in attendance at an official meeting as called by the associate superintendent of human resources.

*Duties of the
Committee*

The IAC shall receive requests for use of the CSLB, verify validity of requests, approve or deny requests, and communicate decisions to the requesting employee through the associate superintendent of human resources.

The chair shall gather data, inform the committee of pertinent information, maintain records, call and conduct meetings, and perform other duties required for administration of the program. The chair shall be a voting ex officio member who serves as an advisor and

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

resource to the committee with exclusive authority to convene meetings.

A quorum of seven members must be present at any meeting where a decision is made to award or deny days from the CSLB. A simple majority shall be required for any decision. All decisions of the IAC are final.

*Maintaining
Records*

The department of human resources shall maintain all records pertaining to the CSLB. The department of human resources shall provide information to the IAC upon request for any data maintained in the files with regard to an applicant's use of the CSLB.

All requests shall be marked for approval or denial by the IAC. The forms shall then be returned to the CSLB member through the office of the associate superintendent of human resources.

*Changes /
Amendments*

The Superintendent is authorized to modify the CSLB program or any documents required for its implementation for purposes of legality, clarity, or operational efficiency. Substantive changes shall be submitted to the Board for approval.

Appeals

Decisions made by the IAC regarding granting or denial of days from the CSLB are final.

*Cancellation of
Program*

The Board reserves the right to discontinue the CSLB at any time; days granted to an employee prior to the date the program is discontinued shall not be affected.

Former employees shall have no claim to any days that may have been contributed from unused local sick leave days.

Leaves of Absence

In addition to leaves of absence provided by law (such as family and medical leave), a leave of absence without pay for a period of one school year may be granted by the Superintendent for the following reasons:

1. Temporary disability, as verified in writing by a medical doctor.
2. Study as a full-time student in an approved college or university.
3. Travel, as approved in advance.
4. Special assignment to teach or be an administrator in a school in a foreign country.
5. To accept related employment on a temporary basis, provided such employment will, in the opinion of the Board and administration, enhance the employee's value to the District.
6. Care for an employee's preschool child or kindergarten student.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

**DEC
(LOCAL)**

	Upon request by the employee and approval of the Superintendent, these leaves may be renewed for up to two additional years.
Leave Balance	During an approved leave of absence for any of the above reasons, any unused accumulation of local sick leave shall remain in the employee's leave account.
Insurance Premiums	When approved for a leave of absence for one of the above reasons, the employee may elect to continue participation in the District's group life and hospitalization insurance program in accordance with the District's insurance policy, which may limit or preclude participation based on unpaid leave status by paying the full premium by the first day of each month during the period of leave. Insurance coverage shall be canceled when a payment is 30 days delinquent.
Intent to Return	The employee shall notify the human resources office of a desire to return to active duty at least 30 days prior to the expected date of return and shall be eligible to apply for any position for which the employee is qualified. The returning employee is entitled to an assignment within the District comparable to the assignment vacated, subject to the availability of an appropriate position. If an assignment is not available, the employee shall be granted a contract or employment on an assignment beginning with the next school term, provided that the leave of absence was due to a temporary disability as defined in Education Code 21.409, to begin when the employee's condition interferes with the performance of regular duties. Temporary disability in this section includes the condition of pregnancy. However, if a position becomes available, in the interim, it will be offered to the employee.
Docked Days	If an employee has exhausted all paid leave benefits and is docked for additional absences, the employee may request reimbursement for the docked days at any time during the annual duty calendar when the employee has earned additional leave days equal to the number of docked days.
Reinstatement of Days	If an employee resigns from the District but is reemployed within 90 calendar days of the effective date of the resignation, the employee shall be credited any unused local leave, as long as the person has not been employed full-time by another employer.
Family and Medical Leave	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.
Twelve-Month Period	
Combined Leave for Spouses	If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

**DEC
(LOCAL)**

	care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]
Intermittent or Reduced Schedule Leave	The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]
Certification of Leave	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
Fitness-for-Duty Certification	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
End of Semester Leave	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

**DEC
(LOCAL)**

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**New Leave
Reimbursement Plan**

Upon retirement from the District, an "eligible employee," as defined in this section, shall be entitled to reimbursement for an unlimited amount of unused state personal and sick leave days or local leave days, as set forth herein.

As used in this section, "eligible employee" shall mean an employee who:

1. Has a minimum of ten years of consecutive service in the District immediately preceding retirement; and
2. Is eligible for retirement and begins receiving benefits under the Texas Teacher Retirement System (TRS) on an unreduced pension/annuity immediately upon separation from the District.

The rate of reimbursement shall be based on the daily rate of substitute pay effective at the time of the employee's retirement (pursuant to the then current Staff Compensation Plan approved by the Board) as follows:

1. Eligible employees who are classified as exempt under the Fair Labor Standards Act (FLSA) [see DEA(LOCAL)] shall receive one-half of long-term certified substitute teacher daily rate of pay (e.g., in 2014–15, rate under this section would be \$80 per day as substitute pay was \$160 per day).
2. Eligible employees who are classified as nonexempt under the FLSA [see DEA(LOCAL)] shall receive one-half of nondegreed substitute teacher daily rate of pay (e.g., in 2014–15, rate under this section would be \$40 per day as substitute pay was \$80 per day).

Any reimbursement payment due under this policy shall be made as a contribution to the employee's account under the District's 401(a) plan.

Employees employed on or before September 3, 1974, who qualify under the "Original Reimbursement at Retirement Plan" set forth

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

**DEC
(LOCAL)**

	below, shall have the option to choose that plan or the instant plan at the time of retirement, but not both.
Original Reimbursement at Retirement	This provision applies only to persons continuously employed in the District from September 3, 1974. Beginning September 1, 2002, the District shall, under Internal Revenue Service rules, pay into a 457(b) or a 401(a) retirement plan an amount for accumulated unused local sick leave up to 30 days.
<i>Under Age 55</i>	An employee under age 55 shall receive a contribution to a 457(b) plan; if the amount of the reimbursement exceeds the federal contribution limit applicable to the plan, the excess shall be paid in cash.
<i>Age 55 or Older</i>	An employee age 55 or older shall receive a contribution to a 457(b) plan. If the amount of the reimbursement exceeds the federal contribution limit applicable to the 457(b) plan, the excess shall be contributed to the District's 401(a) plan. If the amount of the reimbursement exceeds the federal contribution limit applicable to the 401(a) plan, the amount in excess of the limit shall be paid in cash.
Neutral Absence Control	<p>When an employee has exhausted all leave benefits, including vacation and nonduty days, the employee shall be retained on the personnel roster for a period not to exceed 30 consecutive days. In order to remain on active status as a District employee, the employee shall request a leave of absence prior to the end of the 30-day period. An employee who fails to request a leave of absence shall be terminated in accordance with District policies [see DCD and DF series].</p> <p>An employee may not choose to be docked in lieu of use of available leave.</p> <p>An employee who is absent from duty for three consecutive days without notifying the immediate supervisor of his or her status and the anticipated date of return shall be dismissed from employment in accordance with Board policy [see DCD and DF series].</p>

ADOPTED:

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

**DED
(LOCAL)**

Application of Policy	This policy applies only to employees who are considered exempt employees as defined by Board policy DEA(LEGAL) and federal law.
Nonduty Days	If a new employee in a position normally requiring 12 months of service begins service on a day other than the standard beginning date for employees of a similar assignment, the employee, subject to the advance approval of the immediate supervisor shall be granted a period of no less than five nonduty days within the initial 120 days of employment.
Scheduling Nonduty Days	Nonteaching employees may request use of a nonduty day or days during any month of the year. Such requests shall be honored and days will be scheduled by the supervising administrator to the extent that the appropriate number of staff members will be on duty at all times.
Accumulation of Nonduty Days	Nonteaching employees are not permitted to work more than their annual duty-day requirement. However, with advance written approval from the appropriate associate superintendent (or, for an associate superintendent, the advance written approval from the Superintendent), an employee may accumulate up to a maximum of 25 days in excess of the days in the usual duty calendar. These accumulated days may be taken on a schedule acceptable to the immediate administrative supervisor.

ADOPTED:

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LEGAL)

Note: For guidance regarding employee expense reimbursement, including per diem reimbursement, and income tax issues, see the *TEA Financial Accountability System Resource Guide*, Section 1.9.2.2 Employee/Board Member Travel and Business Expenses.

For provisions related to reimbursement of expenses for transportation, lodging, subsistence, and related items incurred by employees related to a federally funded grant, see CBB(LEGAL) at Travel Costs.

Travel Services

An employee of a district who is engaged in official business may participate in the comptroller's contract for travel services. *Gov't Code 2171.055(f)*

**Classroom Supply
Reimbursement**

If funds are specifically appropriated or TEA identifies available funds, TEA shall establish a reimbursement program under which TEA provides funds to districts for the purpose of reimbursing classroom teachers who expend personal funds on classroom supplies.

A district shall match any funds provided to the district under the reimbursement program with local funds to be used for the same purpose. A district may not use funds received under the reimbursement program to replace local funds used by the district for the same purpose.

A district shall allow each classroom teacher in the district who is reimbursed under the reimbursement program to use the funds at the teacher's discretion, except that the funds must be used for the benefit of the district's students.

Education Code 21.414

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Note: This local policy has been revised in accordance with the District's innovation plan.¹

**Superintendent's
Authority**

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC. Any reassignment of a teacher within a campus that necessitates a change in salary may be initiated by the principal but shall be approved by the Superintendent.

Transfers of all administrative personnel and promotion of professional staff shall be in accordance with DC(LOCAL).

Any employee may request reassignment within the District to another position for which he or she is qualified, subject to administrative regulations approved by the Superintendent or designee.

**Assignment or
Relatives**

It is not permissible for any employee related to an administrator to report to that administrator or to a subordinate of that administrator. If an employee is promoted, marries another employee, or is currently employed while in a relationship as indicated, one of the employees shall be transferred.

The Superintendent reserves the right to approve the assignment of relatives as prohibited above until such time as the condition is alleviated or when there are job market shortages.

**Campus
Assignments**

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

As approved by the office of instruction and student services, appropriate personnel shall be designated to coordinate curriculum, teaching, and related activities in designated departments at the elementary and secondary schools.

In accordance with the District's local innovation plan exemption regarding SBEC certification [see DBA], the Superintendent shall have the authority to approve a request by the principal for a qualified individual with experience in a career and technical education

ASSIGNMENT AND SCHEDULES

**DK
(LOCAL)**

(CTE) field to teach a CTE course. In addition, the Superintendent shall have the authority to approve the principal's request to assign a certified teacher to teach one subject outside his or her certified field(s). All other teaching assignments shall require certification in accordance with state law. [See DBA]

Supplemental Duties

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Work Calendars and Schedules

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent or designee shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

¹ Innovation Plan: <https://www.kleinisd.net>

ADOPTED:

Sample Nonexempt Employee Weekly Time Report

Name _____ Employee number _____

	Date	Start Time	Lunch Out	Lunch In	End Time	Hours Worked	Amount of Leave Used	Type of Leave Used
Saturday								
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								

Leave Type Codes:

P—Personal Leave J—S—Sick Leave D—Death in Family
 Jury Duty or Subpoena H—Holiday V—C—Comp Time Off
 L—Leave Without Pay Vacation O—Other

Total Hours for Week

Regular	Overtime	Leave

I certify this is an accurate record of the actual hours worked.

Employee Signature

Date

Supervisor Signature

Date

PAYROLL USE ONLY	
Regular Hours Paid	OT Hours
Worked _____	OT Hours Paid _____
_____	Comp. Time
Balance _____	Other _____
