

2020-2021



STAFF COMPENSATION PLAN

The Plan is for the 2020-2021 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

Placement Scales, Pay Ranges, And Job Classifications

2020-2021 Klein ISD Teacher Hiring Schedule

YEARS OF EXPERIENCE	STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	DOCTORATE DEGREE
0	1	56,500	57,500	58,500
1	2	56,750	57,750	58,750
2	3	56,950	57,950	58,950
3	4	57,150	58,150	59,150
4	5	57,350	58,350	59,350
5	6	57,570	58,570	59,570
6	7	58,770	59,770	60,770
7	8	59,320	60,320	61,320
8	9	59,737	60,737	61,737
9	10	59,837	60,837	61,837
10	11	59,937	60,937	61,937
11	12	60,037	61,037	62,037
12	13	60,162	61,162	62,162
13	14	60,787	61,787	62,787
14	15	61,987	62,987	63,987
15	16	62,887	63,887	64,887
16	17	63,222	64,222	65,222
17	18	63,372	64,422	65,372
18	19	63,500	64,522	65,522
19	20	63,772	64,772	65,772
20	21	64,472	65,472	66,472
21	22	64,622	65,622	66,622
22	23	64,772	65,722	66,722
23	24	64,922	65,922	66,922
24	25	65,122	66,122	67,122
25	26	65,422	66,422	67,422



*** In addition to these salaries, Klein's competitive benefits package will be added based on employee selections. For health insurance alone, this could be \$5,454 of additional benefits. 187 day contracts ***

**This schedule is only for new, full-time classroom teachers hired.
This hiring schedule is for the 20-21 school year only.**

2020-2021 Administrative Professional Support Placement Scale

Klein ISD

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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 position's 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 9-13 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 2020-2021 school year.

2020-2021 Administrative Professional Support Pay Range and Job Classification

Klein ISD

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
1			Daily	\$192.70	\$235.00	\$277.30
	Assistant Manager, Multipurpose	235				
	Buyer	226				
	Clerk, ELL Compliance	195				
	Coordinator, Inventory Programs	235				
	Coordinator, Procurement Card	226				
	Coordinator, Travel	226				
	Manager, Operations	235				
	Specialist, Budget	235				
	Specialist, Federal Programs	226				
	Specialist, Multimedia Content	235				
	Specialist, Video Production	235				
2			Daily	\$225.46	\$274.95	\$324.44
	Accountant, Staff	226				
	Analyst, Budget	226				
	Coordinator, Specialist Funds	226				
	Field Supervisor, Food Svc	226				
	Internal Auditor	226				
	LSSP, Intern	198				
	Manager, Business TLC	235				
	Manager, Campus Business	226				
	Manager, Records	235				
	Supervisor, Operations	235				
	Supervisor, Warehouse	235				
	Webmaster					
3			Daily	\$270.50	\$329.92	\$389.33
	Accountant, Intermediate	226				
	Auditor, Senior	226				
	Buyer, Food Service	226				
	Coordinator, HR	226, 235				
	Coordinator, Payroll Svcs	235				
	Coordinator, Position Control	226				
	Coordinator, State & Federal Programs	226				
	Dietitian Menu Planner	226				
	Internal Auditor-Senior	226				
	Manager, Food Svc Business	226				
	Manager, Maintenance Info Center	235				
	Specialist, Communication Publication	235				
	Specialist, Marketing & Training, Food Svc	226				
	Specialist, SPED Cert Orient Mobility	235				
	Sr. Field Supervisor, Food Svc	226				

2020-2021 Administrative Professional Support Pay Range and Job Classification

Klein ISD

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
4			Daily	\$303.00	\$367.58	\$432.15
	Accountant, Senior	226				
	Accountant, Senior Payroll	235				
	Assistant Coordinator, Health Services	215				
	Audiologist	204				
	Coordinator, PEP	202				
	Coordinator, SPED SHARS/MAC	226				
	Counselor	184,193,195,198,202,204				
	Counselor, Lead	202, 207, 209				
	Counselor, Social Emotional Sup Program	193				
	Counselor, Sped Re Svc	193				
	Executive Assistant, Superintendent	235				
	Interventionist, SPED	195				
	Liaison, Parent	187				
	LSSP	198				
	LSSP, Lead	220				
	LSSP, Trainee	198				
	Manager, Accounting	226				
	Manager, Activity Funds	226				
	Manager, ELL Compliance	187				
	Manager, Facility, KMPC	235				
	Manager, Project/Interior Design	235				
	Manager, Purchasing	226				
	Registrar- High School	220				
	Social Worker	204				
	Social Worker, PEP	187				
	Specialist, Auditory Impair/Diag	204				
	Specialist, Dyslexia	195				
	Specialist, Evaluation & ARD	198, 202, 204				
	Specialist, Evaluation & ARD, Lead	204				
	Specialist, Literacy-Lead Instruction	220				
	Specialist, Math	220				
	Speech Language Path	187, 202				
	Speech Language Path-Intern	187				
	Supervisor, Environmental Quality	235				
	Supervisor, Maintenance-MEP	235				
	Supervisor, Operations (SPED) Transportation	235				
	Therapist, Music	187				
	Therapist, Occupational	198, 204				
	Therapist, Physical	204,220				

2020-2021 Administrative Professional Support Pay Range and Job Classification

Klein ISD

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
5			Daily	\$318.32	\$388.20	\$458.08
	Assistant Principal, ES	207				
	Coordinator, Data	226				
	Coordinator, Foster Care Services	220				
	Coordinator, Immigrant	202				
	Coordinator, Instructional Media	187				
	Coordinator, Klein Success Academy	235				
	Coordinator, Sped	220				
	Manager, Construction Projects	235				
	Manager, Communication Project	226				
	Manager, Electronics & Alarms	235				
	Manager, Energy	235				
	Manager, Superintendent's Office	220				
	Program Coordinator, Advanced Academics	215				
	Program Coordinator, Assessment & Acct	220				
	Program Coordinator, Bilingual/ESL	215				
	Program Coordinator, Counseling Program	204				
	Program Coordinator, CTE	215, 230				
	Program Coordinator, Dyslexia/ Dyslexia Bilingual	215				
	Program Coordinator, Early Learning	235				
	Program Coordinator, English Language Arts	215				
	Program Coordinator, Evaluation	226				
	Program Coordinator, Family Engagement	195				
	Program Coordinator, Math	215				
	Program Coordinator, Personalized & Dig Learning (TLC)	215				
	Program Coordinator, Professional Learning	235				
	Program Coordinator, Research	215				
	Program Coordinator, Research & Program Evaluation	226				
	Program Coordinator, Science	215				
	Program Coordinator, Social Studies	215				
	Program Coordinator, STEAM Express	215				
	Specialist, Data & Assessment	226				
6			Daily	\$337.42	\$411.49	\$485.56
	Assoc Principal, ES	207				
	Assistant Director, Athletics	235				
	Assistant Director, Athletics/HS Head Football	226				
	Assistant Director, DAEP	207				
	Assistant Dir, Fine Arts	235				
	Assistant Dir, Fleet Services	235				
	Assistant Dir, Plant Ops	235				
	Assistant Dir, TEP	213				
	Assistant Principal, Behavior Specialist	207				
	Assistant Principal, HS	207, 220				
	Assistant Principal, Int	207				
	Coordinator, Academic/Behavior RTI	207				
	Coordinator, PEIMS	226				
	Director, Historical Foundation	230				
	Officer, Adm/Truancy Prevention	226				
	Officer, Counseling Services	226				
	Officer, Instructional	235				
	Officer, Multilingual Compliance	235				
	Officer, Specialist Education Compliance	235				

2020-2021 Administrative Professional Support Pay Range and Job Classification

Klein ISD

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
7			Daily	\$357.67	\$436.18	\$514.69
	Area Dir, Transportation	235				
	Assoc Dir, IT	235				
	Assoc Dir, Maintenance	235				
	Assoc Dir, Food Service	226				
	Assoc Principal, HS	207, 226				
	Assoc Principal, Int	207				
	Assoc Principal, Vistas	226				
	Director, Accounting	226				
	Director, Budget	226				
	Director, Health Services	226				
	Director, Internal Audit	226				
	Director, Payroll	235				
	Director, Purchasing	235				
	Director, Specialist Programs	226				
	Director, Student Support Services	226				
	Director, Warehouse	235				
8			Daily	\$397.01	\$484.16	\$571.31
	Director, Comm/ED Foundation	235				
	Director, Family Engagement	226				
	Director, Human Resources	235				
	Director, TEP Program	226				
	Principal, ES	215, 218				
	Principal, Int	220				
9			Daily	\$428.77	\$522.89	\$617.01
	Director, Assessment & Acct	235				
	Director, Athletics	235				
	Director, Capital Projects	235				
	Director, Communications	235				
	Director, CTE	235				
	Director, DAEP	226				
	Director, Data Services	235				
	Director, External Communications	235				
	Director, Fine Arts	235				
	Director, Food Service	235				
	Director, Info Technology	235				
	Director, Maintenance	235				
	Director, Multilingual	235				
	Director, Plant Operations	235				
	Director, Research/Program Eval	235				
	Director, SPED	235				
	Director, State & Fed Program	226				
	Director, Transportation	235				
	Principal, Vistas	235				

2020-2021 Administrative Professional Support Pay Range and Job Classification

Klein ISD

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
10			Daily	\$463.07	\$564.72	\$666.37
	Executive Director, Business Services	235				
	Executive Director, Campus Safety/Sup	235				
	Executive Director, College/Career Pathways	235				
	Executive Director, Curriculum Design & Delivery	235				
	Executive Director, Facilities	235				
	Executive Director, Financial Services	235				
	Executive Director, Human Resources	235				
	Executive Director, Specialist Programs	235				
	Police Chief	235				
	Principal-High School	235				
11			Daily	\$532.53	\$649.43	\$766.33
	Executive Director, Teaching and Learning	235				
12			Daily	\$580.46	\$711.29	\$842.11
	Associate Superintendent, Communications and Public Relations	235				
	Associate Superintendent Facilities	235				
	Associate Superintendent Human Resources	235				
13			Daily	\$744.69	\$913.17	\$1,081.65
	Chief Academic Officer	235				
	Chief Financial Officer	235				
	Deputy Superintendent	235				

**2020-2021 Clerical/Paraprofessional
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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 position’s 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 2020-2021 school year.

**2020-2021 Clerical/Paraprofessional Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum
1	None at this time.		Hourly \$10.76	\$12.85	\$14.94
2	Cashier	195	Hourly \$12.05	\$14.39	\$16.73
	Clerk, Data Entry	195			
	Receptionist, HS	226			
	Receptionist, Int	185			
	Secretary, Tech Int	205			
	Secretary, Tech/Library Int	205			
3	Clerk, Records	235	Hourly \$14.21	\$16.97	\$19.73
	Secretary, Asst Principal Int	185, 195, 200,205			
	Secretary, Atten DAEP/Vistas	195,205			
	Secretary, Attendance Elem	195			
	Secretary, Attendance HS	195, 200, 205			
	Secretary, Attendance Int	195			
	Secretary, Educational	185,195			
	Secretary, Floating Int	195			
	Secretary, Registrar Elem	195			
	Secretary, Technology HS	205			
	Secretary/Recep, Food Service	218			
	Secretary/Recep, Transportation	218			
4	Receptionist, Kleinwood	235	Hourly \$15.02	\$18.60	\$22.18
	Secretary, Assoc Principal HS	205,207, 215, 226			
	Secretary, Asst Director DAEP	204			
	Secretary, Asst Principal HS	195,200, 205, 207, 213			
	Secretary, Asst Principal Int	195, 205			
	Secretary, Athletics	195, 210			
	Secretary, CTE	226			
	Secretary, Instructional Officer	226			
	Secretary, ISS	184			
	Secretary, Registrar HS	205, 215,220			
	Secretary, Registrar Int	205			
	Secretary, Registrar/Attend Elem	205			
	Secretary, Sch Counselor	195,200, 202, 204,205,207			
	Secretary, SPED Campus	184, 195			
	Secretary, SPED Rec/Compliance	207, 220			
	Secretary, SPED Sers	220			
	Secretary, TEP	195			
	Secretary, Campus Financial Int	200, 205			

2020-2021 Clerical/Paraprofessional Pay Range and Job Classification
Klein ISD

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
5			Hourly	\$16.55	\$20.46	\$24.37
	Clerk, Accounting	226				
	Clerk, Accounts Payable Maintenance	240				
	Clerk, Accts Payable Fin	226				
	Clerk, Payroll-Facilities Depts	235				
	Clerk, Payroll/HR Services	226				
	Clerk, Shop	235				
	Coord, Payroll & Tech (Transportation)	235				
	Receptionist, Fin Clerk	226				
	Receptionist, Purchasing Clerk	226				
	Secretary, Athletics Admin	226				
	Secretary, Campus Financial HS	215, 226				
	Secretary, Campus Int Support	226				
	Secretary, Director	226, 235				
	Secretary, Facility Manager KMPC	235				
	Secretary, Prof & Digital Learning	226				
	Secretary, Purch/Meal Benefits	226				
	Secretary, Registrar DAEP	205				
	Secretary, Student Support Services	226				
	Specialist, ED Foundation	226				
	Specialist, Energy MGMT Software	235				
	Specialist, 504/Homebound	226				
	Specialist, Human Resource Services	235				
	Specialist, Payroll I	235				
	Specialist, SPED SHARS/MAC	226				
6			Hourly	\$18.52	\$22.91	\$27.30
	Clerk, Purchasing	235				
	Coordinator, Rental	226				
	Office Manager, Police Serv	240				
	Officer, Certification	235				
	Secretary, Controller	226				
	Secretary, Exec Director Campus & Support	235				
	Secretary, Exec Director Financial Services	235				
	Secretary, Exec Director Spec Prog	226				
	Secretary, Exec Director T&L	235				
	Secretary, Principal Elem	215, 218				
	Secretary, Principal HS	235				
	Secretary, Principal Int	220				
	Secretary, Principal Vistas	235				
	Specialist, Extracurricular Trip	235				
	Specialist, IT Payroll & HR	226				
	Specialist, Payroll II	235				
	Trainer, Transportation	226				

**2020-2021 Clerical/Paraprofessional Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
7			Hourly	\$20.36	\$25.20	\$30.04
	Specialist, Activity Fund	226				
	Specialist, HR Application & Certification	235				
	Specialist, HR Cert/Sub Spec	235				
	Specialist, Insurance Benefits	235				
	Specialist, Transportation	235				
8			Hourly	\$22.41	\$27.72	\$33.03
	Admin Assistant, CFO	235				
	Admin Assistant, Assoc Sup Fac	235				
	Admin Assistant, Assoc Sup HR	235				
	Admin Assistant, CAO	235				
9			Hourly	\$26.66	\$32.98	\$39.30
	Admin Assistant, Superintendent	235				

**2020-2021 Educational Aides and Assistants
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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. Employees with a bachelor’s degree will be given 2% of the maximum rate added in the salary.
- 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.
- Duty days are 184 annually unless otherwise noted in the Confirmation of Salary and Assignment Notice.
- Daily duty hours are 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 2020-2021 school year.

**2020-2021 Educational Aides and Assistants Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
1			Hourly	\$12.28	\$14.80	\$17.32
7 Hour	Aide-Ed Workroom/Office	184				
	Monitor-Campus Int	184				
7.5 Hour	Aide-Bilingual/ESL	184				
	Aide-Bilingual Pre-K	184				
	Aide-Ed Student	184				
	Aide-Pre-K	184				
	Aide-Title I	184				
2			Hourly	\$13.04	\$15.71	\$18.38
7 Hour	Aide-Clinic	184				
	Aide-ISS	184				
	Aide-Library	184				
	Monitor-Campus HS	184				
7.5 Hour	Aide-Sped Support Fac	184				
3			Hourly	\$13.82	\$16.65	\$19.48
7 Hour	Aide-PE	184				
	Aide-Sped Dev Life Readiness					
	Asst-Clinic CNA/CMA/ECA	184				
7.5 Hour	Aide-Behavior Support	184				
	Aide-DAEP	184				
	Aide-Sped D					
	Aide-Sped Base	184				
	Aide-Sped DAEP	184				
	Aide-Sped Dev	184				
	Aide-Sped Early Child	184				
	Aide-Sped Making Conn	184				
	Aide-Sped TEP	184				
	Aide-Sped Trans Asmnt	184				

**2020-2021 Educational Aides and Assistants Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
4			Hourly	\$14.64	\$17.64	\$20.64
7 Hour	Asst-Sped ARD Translator	187				
7.5 Hour	Aide-SPED TEP	184				
	Asst-Parent Liaison	187				
8 Hour	Asst-Sped Behavior Tech	184				
	Asst-Sped Job Tech 30	184				
	Asst-Sped Job Tech 40	184				
5			Hourly	\$16.40	\$19.76	\$23.12
7 Hour	Asst-Clinic EMT	184				
7.5 Hour	Asst-Sped Behav Tech TEP	184				
8 Hour	Asst-Sped Job Tech 10	184				
6			Hourly	\$21.29	\$24.79	\$28.29
7 Hour	Brailist	187				
	Tutor- Full Time Accelerated Instruction	184				
7.5 Hour	Spec-Band	184				
	Spec-Color Guard	202				
8 Hour	Lead Behavior Tech TEP	187				
7			Hourly	\$24.47	\$28.50	\$32.53
7 Hour	Asst, Cert Occup Therapy	184				
	Asst-Sped Educational LVN	193				
	Intervener-Deaf/Blind	184				
	Nurse-LVN	184				

**2020-2021 Instructional Technology
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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.
- Approved certifications for Informational Technology will be paid up to 2% of the control point as approved by the Director of Technology.
- 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 2020-2021 school year.

2020-2021 Instructional Technology Pay Range and Job Classification
Klein ISD

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
1			Hourly	\$20.21	\$24.50	\$28.79
	Technician I, Campus	235				
	Technician I, District	235				
	Technician I, Help Desk	235				
	Technician, KMPC Audio/Visual	240				
2			Hourly	\$22.23	\$26.95	\$31.67
	Asst Coord, PEIMS/Sped	226				
	Specialist, 1:1 Program	235				
	Specialist, Application Support Data Svcs	226				
	Specialist, Comp & Applications Support (Info Lit)	235				
	Technician, IMA Digital Learning Resources	235				
	Technician II, Assistant	235				
	Technician II, Campus	235				
	Technician II, Computer & Application Support	226				
	Technician II, Digital Resources	235				
	Technician II, District	235				
	Technician II, Hardware & Application Support	235				
	Technician II, Help Desk	235				
	Technician II, Materials Spec	235				
	Technician II, Mobile OS	235				
3			Hourly	\$25.79	\$31.26	\$36.73
	Coordinator, Application Support Specialist	226				
	Specialist, Application Support Help Desk	226				
	Specialist, Application Support Technology	226				
	Specialist, Business Applications	226				
	Technician III, Campus Lead	235				
	Technician III, Chrome OS	235				
	Technician III, District Lead	235				
	Technician III, Infrastructure	235				
	Technician III, Mobile OS	235				
4			Hourly	\$31.68	\$38.33	\$44.98
	Analyst I, Network Applications	235				
	Analyst I, Network Systems	235				
	Coordinator, Data Services	226				
	Developer I, Application	235				
	Manager, Food Service Information Technology	235				

**2020-2021 Instructional Technology Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
5			Hourly	\$36.81	\$44.63	\$52.44
	Administrator- Business Info Syst & Finance	235				
	Administrator- Business Info Syst Project &Integration	235				
	Administrator- Database	235				
	Analyst II, Infrastructure	235				
	Analyst II, Network Applications	235				
	Analyst II, Network Systems	235				
	Coordinator, 1:1 Program	235				
	Programmer	226				
	Programmer, Research & Evaluation	226				
	Supervisor, Application Development	235				
	Supervisor, Business Info Systems	235				
	Supervisor, Help Desk	235				
	Supervisor, Technology Services	226				
6			Hourly	\$41.22	\$49.98	\$58.74
	Analyst III, Network Applications	235				
	Analyst III, Network Systems	235				
7			Hourly	\$45.35	\$54.98	\$64.60
	Coordinator, Resource Materials	235				
	Manager, Business Systems	235				
	Manager, District Radio Communications	235				
	Manager, Infrastructure	235				
	Manager, Network Applications	235				
	Manager, Network Systems	235				
	Manager, Technology Services	235				

**2020-2021 Manual Trade
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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 2020-2021 school year.

**2020-2021 Manual Trade Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum
1	Laborer, Groundskeeper	240	Hourly \$11.75	\$14.24	\$16.73
2	Laborer, Grounds KMPC/Athletics	240	Hourly \$12.93	\$15.67	\$18.41
	Tractor Operator	240			
3	Laborer, Concrete Finisher	240	Hourly \$14.22	\$17.24	\$20.26
	Laborer, Tree Trimmer	240			
	Mechanic Attendant	207			
	Utility Helper	240			
	Warehouse Worker	240			
4	Painter	240	Hourly \$16.07	\$19.48	\$22.89
	Partsman	240			
	Spec, Irrigation	240			
	Technician, Electrical	240			
	Technician, HVAC	240			
	Technician, Plumbing	240			
	Technician, Tire	240			
5	Apprentice, Electrician	240	Hourly \$17.52	\$21.23	\$24.94
	Apprentice, Plumber	240			
	Dispatcher, Maintenance	240			
	Dispatcher, Transportation	210			
	Equip Operator, Grounds	240			
	General Repair II	240			
	HVAC, EPA Licensed	240			
	Lead Warehouse Worker	240			
	Licensed Pesticide Appl	240			
	Mechanic-HVAC Campus	240			
	Roofer	240			
	Spec, Inventory	240			
	Spec, Irrigation Licensed	240			
	Technician, Lube	240			

**2020-2021 Manual Trade Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum	
6			Hourly	\$19.09	\$23.14	\$27.19
	Coordinator, Plant Operations	240				
	Laborer, Small Engine	240				
	Lead Painter	240				
	Mechanic I	240				
	Tech, Electr & Alarms	240				
	Tech, Electronic Generator	240				
7			Hourly	\$20.62	\$24.99	\$29.36
	Cabinet Maker	240				
	Journeyman, Electrician	240				
	Journeyman, Plumber	240				
	Locksmith	240				
	Spec, Energy Mgmt Scheduling	240				
8			Hourly	\$22.89	\$27.74	\$32.59
	Electrician, Licensed (Master)	240				
	Field Supervisor, Plant Op	240				
	Foreman, Warehouse	240				
	Plumber, Licensed (Master)	240				
	Mechanic II	240				
	Mechanic, HVAC DDC	240				
	Mechanic, HVAC Licensed II	240				
	Mechanic, Kitchen Equip	240				
	Mechanic, Refrigeration	240				
	Spec, Info Center	240				
	Welder	240				
9			Hourly	\$24.95	\$30.24	\$35.53
	Coordinator, Athletic Grounds	240				
	Coordinator, Crafts	240				
	Coordinator, Electrician	240				
	Coordinator, Grounds	240				
	Coordinator, HVAC	240				
	Coordinator, Mechanic	240				
	Coordinator, Plumbing	240				
	Field Supervisor, Plant Op	240				
	Purchasing Agent, Plant Op	240				
	Purchasing/Buyer, Maintenance	240				

**2020-2021 Police Services
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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 2020-2021 school year.

**2020-2021 Police Services Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum
1	Crossing Guards, Ft	177	Hourly \$10.12	\$12.25	\$14.38
	Monitor, Door	240			
2	Monitor, Parking Lot	240	Hourly \$13.65	\$16.55	\$19.45
3	Specialist, Security	240	Hourly \$16.39	\$19.86	\$23.33
	Dispatcher, Police	240			
4	Coordinator- Crossing Guard	240	Hourly \$22.54	\$27.31	\$32.08
	Police Corporal	240			
	Police Investigator	240			
	Police Officer	240			
	Police Officer, SLO	205			
	Supervisor, Police Dispatcher	240			
	Specialist, Safety/Risk Management I	240			
5	Sergeant	240	Hourly \$30.19	\$36.60	\$43.01
6	Lieutenant	240	Hourly \$34.72	\$42.09	\$49.46
7	Assistant Chief	240	Hourly \$41.66	\$50.51	\$59.35
	Coord, Emergency Mgmt	240			

**2020-2021 Plant Operations
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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 2020-2021 school year.

**2020-2021 Plant Operations Pay Range and Job Classifications
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum
1	Custodian	200, 240	Hourly \$10.75	\$12.82	\$14.89
2	No positions at this time.		Hourly \$12.21	\$14.42	\$16.63
3	Custodian B	240	Hourly \$13.53	\$16.48	\$19.43
4	Head Custodian, Elementary	240	Hourly \$14.38	\$17.64	\$20.90
5	Head Custodian, Intermediate	240	Hourly \$15.82	\$19.40	\$22.98
6	Head Custodian, High School	240	Hourly \$18.82	\$23.09	\$27.36
7	No positions at this time.		Hourly \$21.64	\$26.55	\$31.46

**2020-2021 Food Service
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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 2020-2021 school year.

**2020-2021 Food Service Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum
1	Production Assistant I	177	\$10.75	\$12.82	\$14.89
2	Production Assistant II	177	\$11.97	\$14.22	\$16.47
	Specialist, Catering	177			
3	Clerk, Food Service	177	\$13.53	\$16.30	\$19.07
	Driver, Vending Machine	207			
	Manager, In-Training	177			
	Production Assistant II	207			
4	Manager, Cafeteria Elementary	180	\$15.16	\$18.26	\$21.36
5	Manager, Cafeteria Intermediate	180	\$16.82	\$20.27	\$23.72
6	Head Caterer	207	\$19.75	\$23.51	\$27.27
	Manager, Cafeteria High School	180			
7	Manager, Food Service Zone	207	\$22.70	\$27.02	\$31.34

**2020-2021 Transportation
Placement Scale
Klein ISD**

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district.
Current employees may be paid above this placement scale.

This scale is for placement of new hires only.

Future wage increases are determined annually and are not guaranteed.

Pay Range	Total Years of Experience
Minimum	0
Control Point	15
Maximum	30

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 2020-2021 school year.

**2020-2021 Transportation Pay Range and Job Classification
Klein ISD**

Pay Grade	Job Title	Calendar	Minimum	Mid-Point	Maximum
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1			Hourly	\$13.80	\$16.63	\$19.46
	Aide, Bus Attendant	177				
	Bus Driver Trainee	177				

2			Hourly	\$17.24	\$20.79	\$24.34
	Bus Driver	177				
	Bus Driver-Resource	177				
	Cover Driver	177				
	Driver Coordinator	210				



Section II

Substitute Salary Document

2020-2021 Substitute Salary Document

2020-2021 Campus Substitute Daily Rate	
Daily Professional Assignment– Bachelor’s Degree & Texas Certified	\$100.00
Daily Professional Assignment – non-degree	\$83.00
Daily Professional Assignment – Bachelor’s degree	\$95.00
*Fifteen or more days in same assignment on a consistent basis with a Bachelor’s degree	\$125.00
*Fifteen or more days in same assignment on a consistent basis and Texas Certified for that position	\$166.00
Counselor- Certified	\$166.00
Professional Assistant Principal Substitute	\$250.00
Professional Principal Substitute	\$280.00
-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 incentive will be paid in a lump sum on the July 20 th paycheck. This does not apply to Professional Administrator Substitutes.	

2020-2021 Substitute Daily Rate for Other Positions.	
Educational Assistant/LVN	\$73.00
Educational assistant working with handicapped students (i.e., developmental, adaptive behavior, early childhood, etc.)	\$83.00
Switchboards (campus level)	\$83.00
Clerical or paraprofessional/reception (CO or Campus)	\$83.00
Professional RN Nurse *See C below*	\$125.00
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*	
Tutorials * see B below	\$28.00**
Before/After School Detention	\$28.00
Coordinator of Concession Operations	\$8,932 per year
Special Education contract employees with a Master's Degree	\$28.00
Special Education contract employees with a Doctorate Degree	\$43.00
Staff Development preparation time. Must be on non-duty day or before or after school	\$28.00
Staff Development facilitator time. Must be on non-duty day or before or after school	\$28.00
Part-time Aides	\$10.00

- A. Compensation for Specialized Programs is based on actual time.
Ex. 45 minutes = 45 minutes pay = \$21.00 because .75**28=\$21
- B. \$28 per hour or \$110 per day as determined by the Executive Director of Curriculum Design and Delivery
- C. Fifteen or more days in same assignment on a consistent basis with RN license-\$166



Section III

TRS Retirees Salary Schedule

Klein ISD

2020-2021 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.

2020-2021 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

2020-2021

Summer School

Salary Schedule

KISD Summer School Staff

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	Maximum 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 2020-2021 is dependent on student needs and availability of funds.



Section V

Benefit Compensation Services



2020-2021 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

2020-2021

Stipend Compensation



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.

2020-2021 Stipend Compensation
Klein ISD

I Advanced Academics Stipends					
I-A I A -Activity Based Stipends					
Academic and Extra-Curricular - Signed Job Descriptions Must be on File		KISD Increment Above Schedule	Department	Program	Project
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 Decathlon 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 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)		1500	Adv A	99	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 Pentathlon 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
		KISD Increment Above Schedule	Department	Program	Project
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 Instructionally Based Stipends, Incentives and Payments					
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

2020-2021 Stipend Compensation

Klein ISD

II Athletic Stipends					
II-A Activity Based Stipends					
II-A.1	Academic and Extra-Curricular - Signed Job Descriptions Must be on File	KISD Increment Above Schedule	Department	Prog	Proj
	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	Prog	Proj
	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
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	Instructionally Based Stipends, Incentives and Payments	Varsity Head Coach	Department	Program	Project
	High School Athletic Department Chairperson	4,000-8,000	Athletics	91	74
	Intermediate School Athletic Department Chairperson	1,000-3,000	Athletics	91	74

**2020-2021 Stipend Compensation
Klein ISD**

III Fine Arts Stipends					
III-A	Extra-Curricular	KISD Increment Above Schedule	Department	Program	Project
	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.					
* If a certified teacher for the district.					
III-B	Instructionally Based Stipends, Incentives and Payments				
	District Wide Coordinator of Fine Arts Events	4,000	Fine Arts	99	56

2020-2021 Stipend Compensation

Klein ISD

IV Special Education Stipends					
IV-A	Certification Based Stipends and Incentives (Award based on current position requiring certification or meeting other requirements)	KISD Increment Above Schedule	Department	Program	Project
	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) (b)	4,000	Special Education	23	52
	Evaluation and ARD Specialist (EAS)	2,000	Special Education	23	52
	Academic Lead 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.				
IV-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
	BASE/ BASE+	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 Pre K/Early Childhood Inclusion Classroom Teachers, BASE/BASE+ Teachers and Making Connections Teachers. Teachers, Nurses and Counselors assigned to the 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)				

2020-2021 Stipend Compensation

Klein ISD

V. Teaching & Learning Stipends					
V-A Activity Based Stipends					
V-A.1	Academic and Extra-Curricular - Signed Job Descriptions Must be on File	KISD Increment Above Schedule	Department	Program	Project
The following stipends are paid upon completion:					
High School CTE Student Organization Sponsors (unlimited)		350-900	CTE	22	60
V-A.2	Certification Based Stipends and Incentives (Award based on current position requiring certification or meeting other requirements)	KISD Increment Above Schedule	Department	Program	Project
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- CTE/ High School Robotics		2,000	CTE	22	60
Teacher - Project Lead the Way/Gateway to Tech (f)		2,000	CTE	22	60
Teacher- Secondary Computer Science Stipend (must teach 4 periods)		2,000	CTE	22	60
Secondary Algebra I Addendum (must teach 3 periods) (a)		1,500	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) (d)		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.					

2020-2021 Stipend Compensation

Klein ISD

v. Teaching & Learning Stipends					
V-B	Instructionally Based Stipends, Incentives and Payments	KISD Increment Above Schedule	Department	Program	Project
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
IB Campus Liaison (1) & IB Campus Advisor (1)		1,500	HSA	21	58
Department Chairperson (a)		1,000-3,000	Principal	**	**
Instructional Specialists - Secondary - Math and Science		2,000	Teaching & Learning	24/30/99	84
Lead Counselor		\$1,500	College & Career Pathways	99	XX
Lead Librarian (2)		\$3,000	Teaching & Learning	99	79
Reading Express		\$2,500	Teaching & Learning	99	79
Name That Book Sponsor		\$1,500	Teaching & Learning	99	79
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.					
(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. Dual credit counselors will receive \$1,000 each semester.					
(c) Teachers, Nurses and Counselors assigned to the DAEP will receive this \$1,000 Stipend.					
V-C Non-Instructional Stipends					
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.					

2020-2021 Stipend Compensation

Klein ISD

VI Communications Stipends					
VI-A Instructionally Based Stipends, Incentives and Payments					
		KISD Increment Above Schedule	Department	Program	Project
Elementary School Webmaster		300	Communications	99	96
High School Webmaster		500	Communications	99	96
Intermediate School Webmaster		400	Communications	99	96

VII Auxiliary Stipends					
VII-A Non-Instructional Stipends					
		KISD Increment Above Schedule	Department	Program	Project
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
(a) Annual stipend as indicated for the highest certification level achieved					
(b) Per valid certification					

VIII. Incentive Pay - One Time Payment					
		KISD Increment Above Schedule	Department	Program	Project
National Board for Professional Teaching Standards Certificate		1,500	HR	11	82



Supplemental Compensation

Klein Intermediate School and Wunderlich Intermediate School

The supplemental 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.)



Section VII

2020-2021

**Employee Compensation
Policies
And Forms**

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COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LEGAL)

**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.

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.

Local Gov't Code 180.007

Increase in Basic
Allotment

During any school year for which the maximum amount of the basic allotment provided under Education Code 48.015(a) or (b) is greater than the maximum amount provided for the preceding school year, a district must use at least 30 percent of the district's increased funding to provide compensation increases to full-time district employees other than administrators as follows:

1. 75 percent must be used to increase the compensation paid to classroom teachers, full-time librarians, full-time school counselors certified under Education Code Chapter 21, Subchapter B and full-time school nurses, prioritizing differentiated compensation for classroom teachers with more than five years of experience; and
2. 25 percent may be used as determined by the district to increase compensation paid to full-time district employees.

"Compensation" includes benefits such as insurance premiums.

Education Code 48.051(c), (d)

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
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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 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

**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.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

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(LEGAL)

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 email 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

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

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LEGAL)

	<p>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]. <i>Education Code 21.4022</i></p>
<p>Furlough Program</p>	<p>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. <i>Education Code 21.4021(a)</i></p> <p>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]. <i>Education Code 21.4022</i></p>
<p><i>Funding Levels</i></p>	<p>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 Commissioner shall certify the percentage decrease in funding to be provided to the district. <i>Education Code 48.010</i></p>
<p><i>Salaries</i></p>	<p>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.</p>
<p><i>Furlough Days</i></p>	<p>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.</p>
<p><i>Contract Resignation</i></p>	<p>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.</p>

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No Appeal

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.

Education Code 21.4021

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.

*Employee
Involvement*

A district must use a process to develop a furlough program or other salary reduction proposal, as applicable, that:

1. Includes the involvement of the district's professional staff; and
2. 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.

Public Meeting

A board must hold a public meeting at which the board and district administration present:

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;
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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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.

**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. The Texas Education Agency (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 of education;
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.

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;
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

**Local Optional
Teacher Designation
System**

A district may designate a certified classroom teacher as a master, exemplary, or recognized teacher for a five-year period based on the results from single year or multiyear appraisals that comply with Education Code 21.351 or 21.352 [see DNA].

Standards

The commissioner shall establish performance and validity standards for each local optional teacher designation system that:

1. Must provide a mathematical possibility that all teachers eligible for a designation may earn the designation; and
2. May not require a district to use an assessment instrument adopted under Education Code 39.023 to evaluate teacher performance.

A classroom teacher that holds a National Board Certification issued by the National Board for Professional Teaching Standards may be designated as recognized.

Assistance

TEA shall develop and provide technical assistance for districts that request assistance in implementing a local optional teacher designation system, including assistance in prioritizing high needs campuses.

No Property Right

A teacher has no vested property right in a teacher designation assigned under a local optional teacher designation system. A teacher designation is void in the determination that the designation was issued improperly, and the Administrative Procedure Act

does not apply to the voiding of a local optional teacher designation.

Teacher Incentive
Allotment

For each classroom teacher with a local optional teacher designation, a school district is entitled to an allotment, adjusted by high needs and rural factors, as determined under Education Code 48.112.

A district shall annually certify that:

1. Funds received were used as follows:
 - a. At least 90 percent was used for the compensation of teachers employed at the campus at which the teacher for whom the district received the allotment is employed; and
 - b. Any other funds were used for costs associated with implementing the local optional teacher designation system, including efforts to support teachers in obtaining designations; and
2. The district prioritized high needs campuses in the district in using funds.

Evaluations

TEA shall periodically conduct evaluations of the effectiveness of the local optional teacher designation systems and the teacher incentive allotment and report the results of the evaluations to the legislature. A school district that has implemented a local optional teacher designation system or received funds under the teacher incentive allotment shall participate in the evaluations.

Education Code 21.3521, 48.112

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.

Assignment of
Mentor

To be assigned as a mentor, a teacher must agree to serve as a mentor teacher for at least one school year. The assignment must begin not later than the 30th day of employment of the classroom teacher to whom the mentor teacher is assigned. A district must agree to assign a mentor to a new classroom teacher for at least two school years.

Requirements for
Mentor

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;
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; and
4. Demonstrate interpersonal skills, instructional effectiveness, and leadership skills.

Training

A district must provide training to mentor teachers and any appropriate district and campus employees who work with the classroom teacher or supervise the classroom teacher. The training must be completed by the mentor teacher and the district and campus employees before the beginning of the school year. A district shall also provide supplemental training to mentor teachers and employees during the school year. The training must include content related to best mentorship practices.

Mentoring Sessions

A mentor teacher must meet with each classroom teacher assigned to the mentor not less than 12 hours each semester. Observations of the mentor by the classroom teacher being mentored or of the classroom teacher being mentored by the mentor may count toward the 12 hours of meeting time required for the semester.

Unless the district has created a mentoring curriculum as provided below, the mentoring sessions must address the following topics:

1. Orientation to the context, policies, and practices of the school district;
2. Data-driven instructional practices;
3. Specific instructional coaching cycles, including coaching regarding conferences between parents and the classroom teacher;
4. Professional development; and
5. Professional expectations.

Subject to approval by TEA, in determining the topics to be addressed in the mentoring sessions, a school district may create an appropriate curriculum that meets the district needs.

A district must:

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1. Designate a specific time during the regularly contracted school day for meetings between mentor teachers and classroom teachers assigned to a mentor; and
2. Schedule release time or a reduced teaching load for mentor teachers and classroom teachers under this section to facilitate mentoring activities, including classroom observations or participation in supportive coaching.

Allotment

A school district that has implemented a mentoring program is entitled to an allotment to fund the mentoring program and provide stipends for mentor teachers under a formula adopted by the commissioner.

Funding may be used 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, 48.114; 19 TAC 153.1011

**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)*

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)*

Autism Training

A district may provide a salary incentive or similar compensation to a teacher who completes training provided by a regional education service center (ESC) relating to autism. A school district that decides to provide an incentive or compensation shall adopt a policy to implement this section. *Education Code 21.465*

**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.

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 U.S.C. 206(a)(1)
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 U.S.C. 207(a)(1); 29 C.F.R. pt. 778
Breaks for Nonexempt Employees	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 C.F.R. 785.18 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 C.F.R. 785.19
Compensatory Time <i>Accrual</i>	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. 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.
<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 U.S.C. 207(o)(4).
<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.

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.

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

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

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*

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.

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 a 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. A 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 a 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. Not later than the 30th day after the date of the death of a peace officer or other covered employee that occurs in the performance of duties in the individual's position or as a result of an action that occurs while the individual is performing those duties, a district shall furnish proof of death to the Employees Retirement System (ERS). A district shall furnish any evidence and information required by ERS regardless of whether the district believes the individual's death satisfies eligibility requirements. If a district fails to furnish proof of death as required, the attorney general may use any means authorized by law, including filing suit for a writ of mandamus against the district, to compel compliance. *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. A 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

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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	<p>employee at the school at which the employee formerly taught or was assigned.</p>
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.

Education Code 22.003(b)–(c-1)

**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. *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)*

**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. *Labor Code 52.051(a)*

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. *Alcala v. Texas Webb County, 620 F. Supp. 2d 795 (S.D. Tex. 2009)*

Jury Duty

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 [see DG]. *Education Code 22.006*

**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. *Family Code 65.063*

**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 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. Such conditions require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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.

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:

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

Nondiscretionary Use

Nondiscretionary 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)]

Nondiscretionary 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

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.

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Local leave shall accumulate without limit.

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 Consecutive 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.

**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 budgeted annually based on available funding.

Eligibility

Any full-time, regular employee shall be eligible for membership in the CSLB 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 and two paychecks per month on a regular basis. To apply for days from the CSLB, an employee shall have exhausted all paid leave benefits and been absent 15 workdays due to a catastrophic illness or injury.

Limitations

Use of the CSLB shall be limited to 45 workdays per employee per year and may be used intermittently.

An individual staff member may be granted days by the Catastrophic Sick Leave Committee (CSLC) only once during a school year; however, the CSLC 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.

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 up to 15 additional days 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 CSLC 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 CSLC through the office of the associate superintendent for human resources.

Applications must be submitted within 30 days of the employee'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 CSLC 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 CSLC shall not honor any physician's statement unless it is on the official form provided by the CSLC.

The CSLC 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 CSLC 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 CSLC 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 CSLB leave grant before the original grant expires by using

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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.

*Governing
Committee*

The CSLB shall be governed by the District CSLC, 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 CSLC 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 CSLC shall be voluntary. Members of the CSLC 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 CSLC 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 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 CSLC 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 CSLC 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 CSLC. 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 CSLC 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.

Upon request by the employee and approval of the Superintendent, these leaves may be renewed for up to two additional years.

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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 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)]

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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/> <p>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.</p>

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 below, shall have the option to choose that plan or the instant plan at the time of retirement, but not both.

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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.

Under Age 55

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.

Age 55 or Older

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**

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].

An employee may not choose to be docked in lieu of use of available leave.

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].

- 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.

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

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

(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>

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—Sick Leave D—Death in Family
 Jury Duty or Subpoena H—Holiday V—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

Request for Job Classification
Review

Date of Request _____ Job Title to be Reviewed _____ Person _____

Requesting Review _____

Current Pay Grade _____ Requested Pay Grade _____

Work Location / Dept. _____ Title of Job Supervisor _____

Job classification categorizes jobs of similar value into pay grades and pay ranges. Job classification is based on the requirements of the job and considers these factors.

- Knowledge Factors (education and experience)
- Effort Factors (decision-making, complexity of duties, communication responsibility)
- Responsibility Factors (scope of job impact, financial accountability, supervisory responsibility)
- Environment Factors (exposure to hazardous working conditions)
- External Job Market Value

Please attach additional page, if needed, to answer the following questions.

- 1. How has this job changed since the last review? Explain?**

- 2. Why do you feel that this job is assigned to the wrong pay grade level? To which pay grade level do you feel it should be assigned?**

- 3. What is the job supervisor's comment about pay grade placement for this job?**

***Associate Superintendent from the department requesting the reclassification should bring a flow chart of their department for the Executive Team.**

Signature of person requesting review

Signature of immediate supervisor