Washington County School District
121 West Tabernacle Street
Saint George, Utah 84770
435-673-3553

District Policy 1200

Pay and Compensation

Personnel Washington County School District - Negotiated 12-22-97 & 11-6-97; Adopted 1-13-98; Revised 1-12-99; Revised 4-14-99; Neg.-revised 10-25-01; Revised 9-10-02; Revised 2-8-05; Revised 6-14-05; Revised 12-13-05; Revised 2-14-06; Revised 5-22-06; Revised 8-15-06; Revised 11-14-06; Revised 5-8-07; Revised 8-14-07; Revised 9-11-07; Revised 5-22-08; Revised 8-12-08; Revised 11-11-08; Revised 8-9-11; Revised 3-5-13; Revised 3-4-14, Revised 12-09-14; Revised 7-12-16; Revised 12-13-16; Revised 9-11-18; Revised 6-18-19; Revised 8-14-19; Revised 9-8-20; Revised 6-8-21; Revised 2-8-22; Revised 9-26-22; Revised 12-8-25; Revised 5-11-26

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1. Purpose:

To establish and administer a fair and equitable pay program for the Washington County School District.

2. Policy:

2.1. The District will establish a fair and equitable pay procedure for employees who are hired, promoted, or advanced to a higher pay grade.

2.2. The District shall develop a procedure to manage pay retention within the district.

2.3. The District shall allow payroll deductions for annuities and investments with the following caution:

2.3.1. The District does not endorse nor guarantee the safety, liquidity, or rates of return of any organization. Its responsibility is merely to collect authorized payroll deductions from participating employees and forward them in a timely manner to the organization.

2.3.2. The District will not make recommendations, underwrite, or provide assurance to employees regarding organizations or investments. (3/92)

3. Procedure:

3.1. Definitions:

3.1.1. Association. As defined in policy 1600.

3.1.2. Basic Rate: The basic rate is the first pay increment (step) of a pay schedule or salary lane.

3.1.3. Benefited Employee: All employees who are contracted to work 30 hours or more per week totaling at least 1074 hours per contract year or .7142 FTE for certified employees for a minimum of 179 days or its equivalent. (6-05)

3.1.4. Certificated / Certified Personnel: are those professional staff employees who are required to hold a valid teaching, administrative, or educational related certificate (as defined in Utah Code Title 53E Chapter 6) for the position to which they are assigned. Certificated personnel are exempt from the provisions of the Fair Labor Standards Act.

3.1.5. Change to Lower Schedule: An action that moves an employee from one pay schedule to another with a lower base rate.

3.1.6. Classified Personnel: Classified personnel are non-certificated employees of the District and shall function in the capacity assigned by the Superintendent and under the direct supervision of the administrator of the school or office to which they are assigned. They shall perform such other functions as may be prescribed by the principal, other designated administrators, and the Superintendent or the Board. (8-79)

3.1.7. District: For the purposes of this procedure, District shall refer to the Washington County School District.

3.1.8. Involuntary Action: An action taken that was not at the request of an employee such as but not limited to a position abolishment.

3.1.9. Longevity Steps: Longevity Steps 14, 15, 20, and 28 are assigned to some pay lanes and schedules. (longevity step 28 is given to employees completing 27 years of eligible service and longevity step 14 is given to eligible employees who have completed 10 years of qualifying service after advancing through all incremental steps assigned to the schedule) Subject to funding limitations, longevity steps are reserved for employees who have completed the corresponding years of eligible service under the Utah Retirement System or other eligible service credit as defined in Utah Retirement Service manual. Employees with classified Washington County School District experience in a less than 20 hour a week position (not eligible for service credit in the Utah Retirement System (URS)) will receive credit for longevity steps on a two-year ineligible URS experience equals one year of eligible experience basis. In order to receive credit for "ineligible" URS experience, employees must apply for longevity "ineligible URS" credit by March 15 of the year proceeding the contract year in which they are requesting the longevity step. Employees who have completed eligible longevity service credit are not eligible to be placed on a longevity step without first advancing through incremental steps specific to the assigned lane. (2-8-05) (Form 527)

3.1.10. Temporary Employees: Temporary / at-will employees serve at the will of the District and may be terminated at any time at the sole discretion of the District. Employees hired for one-year only or less serve under temporary agreements. Their assigned hours, days, and duration of employment may change or conclude at any time. Temporary employees are not

eligible for in-District transfer and must apply as external candidates to receive consideration for other District positions

3.1.11. Pay Retention: Freezing the rate of pay to that held prior to an action that involuntarily moves an employee to a lower pay schedule. Pay retention is not applied where employees are affected by expiration of temporary or unique agreements nor is pay retention applied to protect an employee who may be affected by a reduction in hours or days assigned.

3.1.12. Promotion: An action that moves an employee from one pay schedule or lane to another with a higher base rate.

3.1.13. Voluntary Action: An action that is taken at the request of an employee.

3.2. Basic Procedure that applies to all District Employees:

3.2.1. Notification: The District will give new hire or rehire employees an at-will offer of employment stating their salary and conditions of employment.

3.2.2. Contract Periods

Employee Schedule	**Contract Period**	**Pay Period**
12-month employee	The period commencing July 1st and ending June 30th.	July 1st to June 30th
Traditional	Subject to approved (traditional) school calendar.	August 1st to July 31st

3.2.3. Payments: One-twelfth of the total annual salary for monthly (salaried) employees is payable on the last working day of each calendar month beginning with the first month of the contract year. Employees released prior to the end of the contract year will receive a lump sum payment for the balance of money due on date of release.

3.2.4. Step Adjustments

3.2.4.1. The District will process step adjustments at the beginning of the next contract period after the employee meets eligibility for an approved step adjustment subject to funding and budget approval.

3.2.4.2. Employees who are hired after the start of the second semester will not receive credit for the contract year toward step adjustment. (2-5-05)

3.2.5. Change to Lower Schedule

3.2.5.1. Employees who voluntarily request and accept a change to a lower schedule will have their pay set at a rate on the new schedule that does not exceed their current rate. Employees may not exceed their current step on the new lower schedule. The employee

will not receive pay retention unless approved by the Superintendent or designee.

3.2.5.2. Career or Provisional Employees who are involuntarily required to accept a position in a lower schedule will have their pay set at a step in the lower schedule that meets or exceeds the current rate. If the employee's current rate cannot be adjusted without loss of pay, pay retention will be applied. Temporary Employees are not eligible for pay retention.

3.2.6. Pay Retention

3.2.6.1. The Superintendent or designee may approve exceptions to the provisions of 3.2.6 if the responsible principal, director, or manager submits a written request that specifies the reason(s) for the exception. Exceptions must be applied fairly and equitably.

3.2.6.2. Employees who receive pay retention will not receive future pay adjustments (negotiated step and lane increases) until pay retention is terminated.

3.2.6.3. Pay retention will end after a break in service of one day or more, voluntary change to lower schedule, declination of an equivalent position offer, or when the effect of salary adjustments under the employee's assigned schedule catches up to the retained rate.

3.2.6.4. Longevity steps will not to be used for setting rates of pay for employees who are changed to a lower schedule or held on pay retention, unless the employee is already on a longevity step.

3.2.7. Health Insurance Benefits: All full-time employees who are expected to work 30 hours or more per week and who are eligible for health insurance coverage under the Patient Protection and Affordable Care Act will be enrolled. Eligible employees, who work 30 hours or more, but less than full-time, must pay a portion of the premium consistent with the fractional amount of their part-time FTE or part-time hours worked. Variable hour employees whose service cannot be determined to work on average at least 30 hours per week will be subject to completion of a 12 month look-back measurement period for enrollment to determine whether the employee is reasonably expected to work on average at least 30 hours or more per week.

3.2.7.1. Washington County School District does allow internal coordination of benefits for couples working for the School District. If the District employs two or more members of a single household who meet all eligibility requirements for insurance coverage, each employee will have the option to enroll in insurance plans independently. If each eligible employee, family member, enrolls independently the District will charge all but one employee an amount up to 9.5% of their income for monthly health insurance premium expense. Alternatively, if all members enroll in a "family plan" or "a single plus one plan" the District will deposit $1,800 into a qualified Health Retirement Account or into the Health Savings Account for individuals on the Qualified High Deductible Health Plan administered by the District in the name of the alternate covered member.

- The HRA account funds can be accessible by submission of a claim form to the district plan provider or by a Flex Spending Master Card for HRA claims, if enrolled in the Flex Spending Account.

- The District will deposit all $1,800 per eligible employee into either the HRA or the HSA account as a pro-rated amount of $150 a month, beginning at the first of the contract year.

3.2.7.2. Eligibility Period: Subject to the limitations described in this policy and paragraph 3.2.7.4, eligible employees who complete all insurance benefits enrollment forms before the first day of the month following the effective date of hire will be enrolled in insurance benefits on the first of the month following date of hire. If hired on the first day of the month and all applicable enrollment forms are completed on the date of hire, the employee will receive insurance benefits effective on the first day of the month of hire. Failure to complete enrollment forms will prohibit the employee from being enrolled in insurance benefits. In such cases, enrollment will occur no sooner than the first day of the month following completion of all applicable enrollment forms. (6-05)

3.2.7.3. Long Term Disability (LTD) insurance is considered a separate benefit as described in District Policy 1332. (6-05) Temporary Employees are not eligible for LTD benefits.

3.2.7.4. With the exception of employee's assigned to contracts that commence on July 1st, health insurance contract year coverage will begin no earlier than August 1, and will extend no longer than July 31, of the contract year, subject to eligibility. Health insurance coverage for eligible employees who are assigned to contracts that commence on July 1st, such as 239-day employees, will begin no earlier than July 1st and extend no longer than June 30th of the contract year. Employees who are required to pay a portion of the insurance premium will have payroll deductions that run concurrent with the contract year of assignment. Insurance coverage will end on the last day of the month in which employee becomes ineligible or is disqualified from coverage. (5-8-07)

3.2.7.5. Exchange visitor teachers who are employed under the provisions of a J1/J2 visa are eligible for enrollment in District Health Insurance Benefits. Additionally, pursuant to 22 C.F.R. 62.14, J1/J2 employees shall be enrolled in a qualified medical evacuation insurance plan. J1/J2 visa exchange visitor teachers are not eligible for retirement benefits under Utah's Retirement and Insurance Benefit Act. U.C.A. 49-12-203(c).

3.2.8. Payroll Deductions (Annuities and Credit Union) (Revised 7/95)

3.2.8.1. The District reserves the right to eliminate or add organizations and/or any of their representatives. Employees are strongly encouraged to plan ahead when they want to sign-up or be taken off of the District's payroll deduction program.

3.2.8.2. School principals are authorized to set up an area in the schools for sales people to present their programs. This is to be done after the regular school day and must not interrupt the school program in any way. Attendance by employees is strictly voluntary. (05/89)

3.2.8.3. Reserved

3.2.8.4. Employees will be given the opportunity, as a monthly payroll deduction option, to donate to the Sterling Scholar and/or Foundation programs which benefit students and

schools. (06/89)

3.2.8.5. In order to prevent duplication and decrease administration, the District reserves the right to limit the number of organizations allowed to offer 403(b) tax deferred annuity programs and/or 403(b)(7) mutual fund programs. Each admitted organization will be allowed to offer all of its available products that meet the conditions specified in the District Annuity Requirement Guidelines (Attachment 1).

3.2.9. Salary Bonus: If the Board of Education determines there are sufficient funds over and above stated salaries, an appropriate salary bonus, as determined by the Board may be approved.

3.2.10. Death Benefit: In the case of death of an employee of the District while under contract who was qualified for District medical, dental and group life insurance benefits at the time of death, the employee's beneficiary (named by the employee) will receive a lump sum payment equal to three months salary of the employee. (11-06) Also, the District pays a qualified employee an additional $2010.00 benefit at the death of an employee's spouse or dependent. (Neg. 98-99)

3.2.11. Limitations:

3.2.11.1. Pursuant to CFR Title 29 § 1620.33, a 2-year statute of limitations applies to the recovery of unpaid wages. Salary adjustment claims are limited to two full school years preceding the date the claim is filed. The above time limitation applies to an employee who claims underpayment or to the District for claims that an employee was overpaid. Employees who willfully submit false information or withhold information that leads to overpayment are excluded from the protection of this paragraph.

3.2.11.2. Payments for amounts in excess of $100 shall be made at a rate not less than five (5) percent of the employee's gross monthly salary until the time the total amount has been repaid as arranged between the Business Manager and the employee. The employee or the District may choose to repay in amounts greater than five (5) percent. For employees leaving the District with an outstanding debt, repayment must be made in full before their final paycheck is issued or the outstanding amount will be deducted from the employee's final paycheck.

3.2.11.3. The Superintendent may approve exceptions to the above policy for compelling reasons. Employees may request the assistance and representation of the association to settle unresolved repayment issues.

3.2.12. Automatic URS 401k Enrollment

3.2.12.1. Employees who become eligible for enrollment in URS on or after August 1, 2021 will have 5% of their gross salary automatically deferred into the employee's URS 401(k) Plan. An employee may elect to stop, decrease, or increase these deferrals at any time. These deferrals are vested immediately and may only be withdrawn according to plan provisions.

3.2.12.2. However, an employee automatically enrolled in the plan may elect to opt out of the automatic arrangement and choose to make an in-service withdrawal of the elective

deferral amounts (with related earnings). Such an election must be made no later than 90 days after the date of the Participant's first elective deferral contribution. The amount of such withdrawal shall not be subject to the 10% early distribution tax imposed by IRS Code section 72(t). The District does not match contributions into the 401(k). Tier 1 employees receive 1.5% from the District into the 401(k) in addition to pension contributions. Tier 2 DB Hybrid employees receive a small contribution in addition to pension contributions pursuant to URS guidelines. Tier 2 DC only receive 10% into the 401(k) as contributions from the District in lieu of pension contributions.

3.2.12.3. If an employee has been automatically enrolled in the Plan and has not made an investment election prior to contributions being allocated to his/her account, such amounts shall be invested in the age-related Target Date Fund, as outlined in the URS Summary Plan Description (APD).

3.2.12.4. All employees will be required to sign a disclosure that they received information about how to access, enroll in, and change their eligible retirement plans and systems, prior to or on their first day of employment.

3.3. Pay for Classified Employees:

3.3.1. New Hires and Special Salary Considerations:

3.3.1.1. The salary of a newly hired classified employee shall be set at the basic rate (zero step) of the schedule assigned.

3.3.1.2. Principals/managers may request a single step adjustment for employees who have extensive experience or superior qualifications only after the employee has served for at least six months within the new position. (06/93)

3.3.1.3. Employees re-hired after a break in service of more than one year will be required to start at the basic step of the schedule assigned.

3.3.1.4. Employees re-hired within one year to a position paid from the same pay schedule and lane as the position they separated from shall return to the same or equivalent step held at the time of separation. (09/98) Eligible employees who work a full contract year, are terminated at the end of the contract, and are subsequently rehired within 90 calendar days of the start of the following contract year shall receive a step increase, if otherwise eligible. (2-8-05)

3.3.1.5. The Superintendent or designee may approve placement at a higher step for hard-to-fill positions, those requiring special skills, or if the candidate has superior qualifications directly related to the position being filled. For directly related experience adjustments the candidate is limited to a maximum placement of step 8 for non-exempt position and step 12 for exempt positions, at a rate of two complete years of directly related experience for one step advancement. All requests must be in writing and approved prior to appointment. Longevity steps will not be used for placement of newly hired employees.

3.3.1.6. The Superintendent is authorized to hire bus drivers up to four half steps above the basic/initial step (0 step) of the Bus Driver Pay Schedule if recruitment and retention problems are encountered. Approval to hire above the basic step will apply to all covered

employees hired during the contract year in which the approval was received. Covered employees hired at a step other than the basic/initial step (0 step) of the schedule will not be eligible for a step increase until they have worked the number of years of experience for the District commensurate with their assigned step. For example, a bus driver hired at step 4 must work a total of 5 years (past or future experience) for the District before the bus driver is eligible for placement at step 5. Drivers hired on the basic step will be eligible for step increases in accordance with applicable District policy and procedure. (Negotiated 6-3-99; 6-06) (5-8-07)

3.3.1.7. All lunchroom and playground monitors shall be compensated at lane 1 step 4 of the clerical schedule. Monitors are not eligible for step increases; their salary shall remain fixed on the clerical schedule at lane 1 step 4. An additional $1.00 per hour is added to the salary rate if the employee's only position is the monitor position. District employees who perform monitor duties in addition to another assignment will not receive the extra $1.00 per hour adjustment.

3.3.1.8. The District will hire Media Assistants at no higher than Lane 3 of the Secretary/Clerical Salary Schedule. Media Assistants will not be eligible for advancement to Lane 5 of the Secretary/Clerical Salary Schedule until they have successfully completed all requirements of the District-recognized Media Endorsement Program. Completion of the District Media Endorsement Program is the responsibility of the incumbent. The Endorsement will include both District and college training and coursework promoting knowledge of media, literacy, and library science. All veteran Media Assistants currently assigned to Lane 4 will remain on Lane 4 until successful completion of the Endorsement. (12-05)

3.3.1.9. Custodians: Effective July 1, 2019, eligible high schools with a building size of 216,000 square feet or more are authorized to use one of their custodial FTE authorizations to fill a Lead Custodian position. Lead Custodian positions must be assigned to the Swing Shift and as such are eligible to be paid from lane 3 of the maintenance salary schedule (equivalent to the lane assignment of a head elementary custodian.) Swing Shift workers start in mid-afternoon and end their work day around midnight. A Lead Custodian must not end his or her work shift before other evening or Swing Shift custodians end their work shift assignment. Lead Custodians who routinely fail to meet the Swing Shift requirement shall be paid from the Custodial salary lane.

3.3.2. Step Increases

3.3.2.1. Substitute personnel are not eligible to receive step increases.

3.3.3. Classified Job Reclassification

3.3.3.1. If a Classified Salary Schedule position is reclassified, for any reason, to a higher lane on the Classified Salary Schedule, the incumbent of the position will have their pay set at the same step. (Retroactive to 1/5/26)

3.3.4. Substitute Personnel Hourly Rate: The substitute pay rates for classified personnel will be established as follows.

Substitute Position	Rate of pay is equal to the hourly equivalent of:
Bus Drivers	100% of the Basic Rate of the schedule assigned.
Substitute Teachers	As identified on current pay schedule and administered under paragraph 3.4.7.
Secretary	100% of the Basic Rate (0 Step) of the "Secretary Level I" schedule.
All other classified positions	100% of the Basic Rate of the schedule assigned.

3.3.5. Promotion (8-15-06)

3.3.5.1. Employees promoted to a position with a higher basic rate after serving in the position for at least 6 months will receive a five percent increase subject to the following limitations: (2-8-05)

- Non-supervisory employees promoted to a supervisory position doing the same type of work as the position from which promoted, such as custodian promoted to a supervisory head custodian or a food service worker promoted to a food service manager, shall receive a ten percent increase. All other promotions to include supervisory employees promoted to a higher supervisory level position, lead custodians promoted to supervisor custodian, co-manager food service worker promoted to manager, custodians promoted to lead custodian, or food service worker promoted to food service co-manager shall be subject to the standard five percent increase.

- If the current step, plus a five percent increase, falls between two steps of the new schedule the employee will receive the higher step.

- Notwithstanding the forgoing, employees will not be promoted to a step on the new schedule that is higher than the employee's current step.

3.3.5.2. Employees promoted to a position with a higher basic rate, prior to serving for six months in their current position, will have their pay set at a step in the new schedule that is equal to their current rate. If no step in the new schedule is equal to their current rate, the employee's rate will be set at the step of the new schedule that is closest to but not less than the current rate.

3.3.6. Overtime: Overtime worked may result in compensatory time off, additional compensation at regular rate of pay, or additional compensation at a rate equal to time and a half.

3.3.6.1. **Compensatory Time:** When the support of overtime hours is necessary, principals or managers are encouraged to manage those needs with compensatory time off.

• Managers must allow the use of compensatory time during the contract year in which it was granted.

• When overtime work exceeds 40 hours in a work week, employees accrue compensatory time off at a rate of one and one-half hours for each hour of work in excess of the 40-hour work week.

• Authorized overtime beyond 40 hours in a work week will automatically accrue as compensatory time off.

• All accrued compensatory time will be paid out upon an employee's transfer, reassignment, promotion or any other position or pay action when the account used to pay the employee's salary materially shifts from one account to another.

• In no case will an employee be allowed to accrue more than 40 hours of compensatory time off.

• Compensatory time accrual beyond the 40-hour maximum will be paid out in the month in which it was accrued.

• The financial obligation for overtime pay or compensatory time payout beyond the program's authorized budget will be the responsibility of the school or department authorizing or allowing the additional compensation. Journal entry adjustments will be made to the appropriate accounts by the finance and accounting department.

• Unless approved in advance by the District Business Administrator, employees must not schedule or utilize substitute support when taking compensatory time off.

• Employees who accrue compensatory time off are entitled to payment for unused compensatory time upon termination.

3.3.6.2. **Sick Leave, Vacation/personal leave and Compensable time:** When sick leave or vacation/personal leave is used during the work week the employee must not work excess hours that will result in compensable time accrual. For example; John is sick on Monday and takes 8 hours of sick leave. Then on Tuesday through Saturday he works 36 hours. Thirty-six work hours plus 8 hours sick leave equals 44 hours of obligated compensation to the employee and as such will create an accrual of 4 hours of compensatory time off. In effect, the employee has converted 4 hours of sick leave to 4 hours of compensatory time off. An employee's work week must be limited to a total of no more than 40 hours of compensation (sick leave/vacation/personal leave plus work hours) in any week in which sick leave or vacation/personal leave is used.

3.3.6.3. Any deviation from the assigned working hours MUST be approved in advance by the employee’s supervisor or administrator. Advance approval from the administrator who controls the funding related to the position is required for overtime work that will result in additional compensation. Employees are not authorized to schedule or approve overtime work for themselves. Unauthorized use of overtime hours may result in disciplinary action being taken, up to and including termination. Exceptions are granted for advanced approval if the overtime is in support of unforeseeable or emergency circumstances and approval is obtained within one working day of the event.

3.3.6.4. Compensated overtime must be paid in accordance with the provisions set forth in the Fair Labor Standards Act. The Act generally requires payment for hours worked in excess of 40 hours per week at a rate equal to time and a half. If the scheduled workweek is less than 40 hours, extra hours up to 40, are paid at the regular rate.

3.3.7 For the purposes of FLSA 29 CFR Part 778, the District workweek begins on Sunday at 12:00 a.m. and ends the following week on Saturday at 11:59 p.m. (1-12-99) (9-9-08)

3.3.8. RESERVED

3.3.9. **Attendance and Time Accountability**: All non-exempt employees must regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their position. Each work location will have a time clock for use of non-exempt employees. Time clocks are used to record the official time for employee compensation.

3.3.9.1. Employees must comply with the following procedures:

- Swipe in at the beginning of the work schedule and swipe out at the end of the assigned work schedule.
- Swipe out at the beginning of a lunch period and swipe in at the end of a lunch period. Employees must not perform work while off the clock during a lunch period.
- Swipe in and/or out at any alternate work location such as the District Office when required to report to or depart from a work location other than the assigned location.
- Use your employee ID number at the time clock should you forget, lose or otherwise not have your employee identification card available when you swipe in or out. If you are unable to record your swipe in or out you must notify your immediate administrator / supervisor or designee within 24 hours.

3.3.9.2. Non-exempt employees must leave promptly at the end of their work schedule unless administration or supervision has authorized additional work time.

3.3.9.3. With the exception of Transportation Department employee who are paid by the minute, the District will count work-time in 15-minute increments, based on 7-minute averaging.

3.3.9.4. Failure to swipe in or out or failure to notify your immediate administrator / supervisor or designee may result in disciplinary action. Continuous failure to swipe in or out, even if the immediate supervisor is notified, may be considered abuse of these procedures and will result in disciplinary action up to and including discharge.

3.3.9.5. Buddy swiping, employee clocking in by swiping in another employee's identification card or using another employees ID number, will not be tolerated and will be considered falsification of records subjecting the employee to discharge.

3.3.9.6. Employees must call in and provide proper notice as defined below to administration or supervision of absent or tardy, unless a verifiable emergency makes such notification impossible.

3.3.9.7. "Proper notice" means that you call your administrator, principal, or manager at a designated number for such calls prior to the start of your shift and personally notify your supervisor or administrator about the problem, unless a verifiable emergency makes it impossible for you to do so. It is not sufficient to call in and leave a message with a coworker or someone else who is not in a supervisory or administrative position.

3.3.9.8. Non-exempt employees **must not** be suffered to work uncompensated time by working off the clock after hours at the office, school, or at home. All hours worked must be appropriately accounted for by swiping in at the beginning of the work shift and swiping out at the end of the work shift. Failure to appropriately track all hours worked using the time accounting system will be a basis for disciplinary action up to and including discharge.

3.3.10. Employees shall not be paid for the period of an enforced closing when they are not able to work because of inclement weather, hazardous work conditions, labor dispute, when it is necessary due to reduction of anticipated revenue, or other unforeseen circumstances as approved by the Superintendent.

3.3.11. All custodians working 8 hours or more in a contract day are required to clock out for a non-compensated lunch break of at least 30 minutes.

3.4. Pay for Certified Employees:

3.4.1. New Hires

3.4.1.1. The District will recognize no more than thirteen complete years of previous teaching experience in placing new employees on the One Lane Certified Salary Schedule.

- Any part time qualifying teaching experience of less than .5 FTE will not count toward teaching experience.
- Credit of less than one half of a contract year will not count toward teaching experience.
- A full year of part time (.5 FTE to less than Full Time) qualifying teaching experience will count as a .5 credit.
- One half of a contract year or more but less than a full contract year of full time qualifying teaching experience will count as a .5 credit.
- The district will count two .5 credits as one complete year. A .5 credit alone will not count as a complete year.

3.4.1.2. The District will credit no more than one full year of Internship Clinical Experience or Student Teacher Employment Program (STEP), experience, as defined in District Policy 1910, toward the thirteen-year limit. To qualify as intern or STEP teaching experience the certified employee must complete a full year as the "teacher of record."

3.4.1.3. The Washington County School District requires a signed Verification of Prior Certified Experience statement from the previous district(s) or educational institution(s)

where the educator worked, showing a year-by-year history of licensed/certificated educator experience. Prior Certified Experience must be sent directly to the District HR Office and clearly identify the name, phone number, and office location of the person providing the information. The District HR Department must receive verification documentation within one year of the initial hire date to be eligible for experience credit.

3.4.2. Basic Contracts: Basic contracts are limited to the number of days identified in Table 3.4. For purposes of negotiations, the contract period is July 1 to June 30. If negotiations are not completed by July 1, the old contract will remain in place until a new one is negotiated. For purposes of salary, the contract period is from school year to school year unless otherwise contracted. (6/97)

3.4.3. Closing of School and/or Budget Cuts:

3.4.3.1. In the event schools shall be forced to close during any part of the contract period, either to prevent the spread of disease or for any unforeseen cause, certified personnel shall be given full pay during the period of enforced closing. This provision will not apply if such closing is deemed a necessary reduction under UCA § 53G-11-516 or if the State requires those days to be worked at a later date. Snow or inclement weather days must be made up.

3.4.3.2. The conditions of 3.4.3.1 will not apply if it should become necessary to close school earlier than the date shown on the official calendar because of reduction of anticipated revenue. Employees shall not be paid for the period of such enforced closing.

3.4.3.3. In the event there is a shortfall in revenue due to budget cuts from the state, or for other compelling reasons, or an increase in the W.P.U.'s as projected or other unexpected revenue, an equitable salary reduction or increase may be made to the employee's contract as determined by the Board of Education.

3.4.4. Certificated Employees on Special Assignment: Full-time teachers on special assignment will be compensated for extra days worked at the daily rate of the schedule and step assigned. All special assignments will be under temporary agreement and will end on the not-to-exceed date unless extended or terminated early at the will of the District. Employees will receive at least a 30-calendar day notification if a special assignment must be terminated early.

3.4.5. Certified Media Coordinators will work and be compensated an additional 9 contract days at high schools and an additional 5 contract days at intermediate and middle schools.

3.4.6. Secondary school counselors, grades 7-12, are funded at a rate of one counselor to 400 students to the fractional next highest 1/7th of an FTE. Schools eligible for Guidance Funding may pay for an additional 23 days of school counselor support for each full FTE. Partial FTE's will receive the fractional equivalent of 23 extra days. For example, a high school with an enrollment of 900 will receive 2 full-time counselors and 2/7ths of an FTE (.2857). They will, also, receive 2.2857 times 23 days totaling 53 extra days to allocate to counselors. Authorization for additional days may end or change at any time. (2-14-06).

3.4.7. Substitute Teacher Pay:

3.4.7.1. When the need for substitute support is anticipated to exceed six weeks the District may hire the substitute teacher directly rather than using contract support. The substitute teacher will be paid the applicable daily rate and must clock in and out to account for time worked. The daily rate will be prorated for durations less than a full day assignment. The daily rate of pay will be based on the established substitute teacher rate. Absences necessitating intermittent substitute support will comply with the above procedure, however, the substitute teacher will not be required to complete a new waiting period of 10 days in order to receive the long term substitute rate. Teacher absences with a projected duration of six months or more will be staffed with qualified teachers using at-will contracts paid from the teacher salary schedule.

3.4.7.2. Long Term Substitute Teacher Rate: Anyone substituting for the same teacher for more than 10 consecutive days will be entitled to Long Term Substitute Teacher Pay. For the first 10 days, the substitute will receive the regular substitute rate. On the 11th day the substitute will receive a higher rate as identified on the District Substitute Salary Schedule.

3.4.8. Due to USBE Professional Staff Cost Funding limitations underqualified certified employees with a temporary Utah License or endorsement will not be eligible for additional education credit beyond the education level identified in in the State CACTUS credentialing system.

3.4.9. Salary Lane Change: (Approved 8-79, Revised 11-87, Neg. 10-13-98) This is linked to the Section 1900 Professional Development. See Section 2. Policy.

3.4.9.1 Except for advancement to degrees, an employee may not receive more than one education credit per year (education credits are equal to two steps).

3.4.9.2 An employee is limited to no more than one step change in any contract year. (97-6)

3.4.10. Education Credit (*Reference Policy 1900.2.5.)

3.4.11. Pay Setting and Lane Change Requirements for Non-Traditional Certified Employees (effective on the approval date of this procedure):

3.4.11.1. The Utah State Board of Education provides the opportunity to receive non-traditional educational certification for individuals with qualifying occupational work experience or a combination of education and work experience. Certificates are limited to those courses listed on the state applied technology endorsement list, such as welding, carpentry, and auto mechanics. The District will compensate educators certified through the non-traditional certification process at step one of the One lane Certified Salary Schedule. Within the limitations of paragraph 3.4.1.1, years of experience in excess of those required for State certification may be credited toward step advancement at a rate of two complete years of directly related experience for one step advancement.

3.4.11.2. The District will allow credit for course work toward education credit if the course work was obtained after appointment, is otherwise in accordance with District Policy 1900, and is approved in advance by the District Administrator.

3.4.12. Extra Duty Assignments

3.4.12.1. With the following exceptions, extra duty stipends will be paid the month following submission of documentation to the District Human Resources Department that authorizes and verifies completion of the extra duty assignment. Extra duty stipends will not be paid in whole or part prior to completion of the authorized assignment. (11-11-08)

3.4.12.2. Extra duty assignments that are in effect and have performance expectations for the entire contract year may be paid over the contract term and included in the employee's regular paycheck.

3.4.12.3. Extra duty assignments for work performed by employees deemed as non-exempt under the Fair Labor Standards Act shall be based on hours worked and included in the employee's monthly compensation. Non-exempt employees may volunteer for extra duty work if the services performed are different from those services performed in their paid position. A volunteer performing such service may be paid a nominal fee. A non-exempt employee may volunteer for work similar to the responsibilities performed in their paid position if the volunteer is a parent of a student participating in the activity. In such cases the parent/volunteer must sign a waiver statement affirming they have not been directed or coerced to volunteer.

3.4.12.4. WCSD teacher trainers who are paid from the District Teacher Salary Schedule and who perform teacher training or preparation activities outside of their contract workday may receive additional compensation according to the District approved schedule. Only teacher trainers who conduct training or preparation activities 100% outside of their contract day will be eligible for the stipend. Preparation is defined as the work or planning involved in putting together the specific training event, not in using resources or materials that were already available. Teachers are encouraged to use appropriate contract related resources and material for illustrative or instructive purposes that otherwise was already in existence prior to preparation for the training activity. Teacher trainers will not be eligible for additional compensation if training or preparation is partially or entirely completed during the teacher workday.

3.4.12.5. With the exception of principal leader assignments, administrators and coordinator II employees (supervisory coordinators) are not eligible for additional compensation for extra duty activities.

3.4.13. The minimum school day for certified employees in the Washington County School District shall be 7 hours a day, 35 hours per week, of which the minimum instructional time is 27.5 hours per week (08/11/87), for 180 days and 990 hours (Within the limits and flexibility of Utah Administrative Rule R277-419-4), with a daily minimum .5 hour before instruction and .5 hour after instruction in the school. Schools on a schedule of less than 180 days (YRS and four-day week, for example) are to maintain a teacher work schedule to be at least the equivalent work hours of the actual day schedule (Neg. 06/13/95). If the occasional need arises for an employee to deviate from the school day, approval must be given by the individual school principal. (4-14-99)

3.4.13.1 Early-out day. (4-14-99)

- The workday for staff on an early-out day is the same as for a regular school day.

- Planning time on an early-out day can be used for department planning, individual teacher planning, grade level planning, and even inter-school, inter-departmental planning, training, and faculty discussion items. With principal approval, it can also be used to fulfill assignments in school-sponsored events scheduled during this time.

- Elementary school principals should generally use this time for planning/preparation time of teachers.

3.4.14. Professional Learning Community (PLC): Washington County School District Board of Education commits to supporting the continuous total system implementation of the concepts of a Professional Learning Community and the creation and annual review of measurable Professional Learning Community interventions and practices that recursively reports the progress of our children. Further, the Washington County School District expects every educator to effectively and actively participate in a District and/or school assigned Professional Learning Community activities. Participation is an essential responsibility of every educator in the Washington County School District. Reference Board Resolution dated March 8, 2011.

3.5. All District employees who present a valid District-issued ID card will be admitted with one guest to: (5-22-06)

3.5.1 Within WCSD District (1A Region 20, 2A Region 18, and 4A Region 9) season games and athletic events without charge. The ID card is not valid for discounts or free entry to, endowment, post season, and state playoff games.

3.5.2. Drama productions and plays at the student discount rates.

3.5.3. The ID card is not transferable.

3.6. Administrative and Exempt Schedule Promotions and New Hire Placements: Employees assigned to positions paid from the District Administrative Salary Schedule or the District Exempt Salary Schedule are subject to the following pay setting calculations: (8-15-06)

3.6.1. Employees hired from outside of the Washington County School District and assigned to the Administrative salary schedule are authorized to receive credit for no more than four specifically related years of experience. Specific experience must be at the same level of responsibility and classification as the position for which the employee is being hired. For example, an applicant with seven years of high school principal experience may receive credit for up to four years of the experience when hired as a high school Principal. An applicant with only assistant high school principal experience is not eligible for experience credit because it is not at the same level of responsibility and classification as a high school principal.

3.6.2. Current District Assistant Principals, Principals, and Directors promoted to a higher lane on the Administrative Salary Schedule will have their pay set at the same step as their current administrative assignment.

3.6.3. Current District Coordinators promoted to Coordinator level 2 will have their pay set at the same step as their current coordinator assignment.

3.6.4. If an Exempt Salary Schedule position is reclassified, for any reason, to a higher lane on the Exempt Salary Schedule, the incumbent of the position will have their pay set at the same step.

3.6.5. All other promotions, such as specialists being assigned to coordinator positions, teachers assigned to administrative positions, or coordinators assigned to principal positions, will receive a five percent increase subject to the following limitations:

- If the current step, plus a five percent increase, falls between two steps of the new schedule, the employee will receive the higher step.
- Notwithstanding the forgoing, employees will not be promoted to a step on the new schedule that is higher than the employee's current step.

3.6.6. Employees newly hired into the District Exempt Salary Schedule will normally be placed at step 0.

3.6.7. The Superintendent or designee may approve placement at a higher step for hard-to-fill positions, those requiring special skills, or if the candidate has superior qualifications directly related to the position being filled. All requests must be in writing and approved prior to appointment. Longevity steps will not be used for placement of newly hired employees.

3.6.8. The Superintendent or designee may approve a Master's Degree plus 30 semester credit stipend for non-certified personnel assigned to the Administrative Salary Schedule who have completed a Master's Degree in a field directly related to their position assignment through a college or university program accredited by one of the seven currently recognized Regional Accreditation Agencies as identified in District Policy 1900.

3.7. Individuals competitively selected for administrative or counselor assignments that have completed ALL educational requirements for their respective license may complete the required intern or practicum hours in their assignment without payroll deduction. Other employees who are not assigned to counselor or administrative positions must not use official duty hours to complete practicum or intern requirements; therefore, all educational, practicum and intern requirements must be completed outside of normal duty hours or the employee's contracted FTE time must be reduced to compensate for the time.

Attachment 1

Annuity Requirement Guidelines (7/95)

Plan Design

* Each company must guarantee that each plan offered is a qualified plan as defined under Section 403 (b) or 403 (b)(7) of the Internal Revenue Service Code. The company agrees to pay taxes, interest, and penalties imposed on the employee and/or employer if the plan is determined not to be qualified.

* Each company, currently participating with District employees enrolled, will be granted continued payroll deductions for existing contracts, but will not be allowed additional payroll deductions or changes in existing contracts until all guideline criteria have been met.

* Only annuities or mutual funds may be offered. No life insurance (incidental death benefit) or disability coverage may be added or sold in conjunction with the plan.

* A Company shall not offer contracts to participating employees that has stated sales load or withdrawal charges that in any combination exceed 10% within any twelve (12) month period. In addition, the interest rate applied to any annuity accumulation value must equal the interest applied to the cash accumulation value. Contracts, which apply a separate or different rate of interest to withdrawal cash value accumulations as opposed to the annuity cash value accumulation on any deposits, are specifically prohibited.

* Organizations must agree to provide the following contract information upon request to the employer:

* Ratings from A.M. Best, Standard & Poors, Moody's, and Weiss Research

* History of investment results

* Charges, fees, commissions and penalties

* Contribution policy, involving transfers, loans, and withdrawal

* Guaranteed minimum death benefit and annuity rates

Service

* At the participant's request, the company will provide initial and ongoing counseling by a competent, experienced representative who will be conversant with applicable tax laws, the company's investment options, and its administration.

* No more than two authorized counselors will be designated to provide service to the participants of the District. The District's Business Department will be notified of any changes in assigned personnel. No representative will be allowed to solicit participation for more than one organization. Neither will a representative be allowed to solicit participation for a separate organization for a period of at least twelve (12) months from the date notification is received by the Business Department that the agent no longer represents the previous organization.

* The company shall provide regular detailed reports of investment results over the previous five-year period.

* Upon request, the organization will calculate the Maximum Exclusion Allowance. Each organization must guarantee that the Maximum Exclusion Allowance calculated by its representatives will not exceed the maximum allowable exclusion permitted by law. The guarantee must provide that the company will pay any interest or penalties imposed on the employee and/or employer if it is determined that the Maximum Exclusion Allowance has been exceeded. The guarantee shall be effective only if the information furnished to the organization is substantially accurate.

Solicitation

* There will be no individual solicitation of employees at home. School principals are authorized to set up an area in their school for representatives to present their programs. This is to be done after the regular school day, not to interrupt the school program in any way, and employees are to be made aware that attendance is strictly voluntary.

* Any written material referring to the District must not be used without express approval of the District Business Department. Organizations must agree not to issue statements or provide materials that imply that the District endorses their programs.

* Anyone who falsely presents himself as being affiliated with an organization, or falsely misrepresents annuity rates, investment results, or purchase fees will not be allowed to solicit or service contracts in the District for any organization.

* Prior to instituting deductions for an organization, it first must have 10 or more employees enrolled with a minimum deduction of $50 each. (3/10/92)

Attachment 2

Negotiated Reference Information -

Related to Certificated Salary Lanes

Item 1: Paragraph 5. June 13, 1996: Washington County Education Association, Negotiated Agreement:

"Grandfather those who qualify for the Bachelors Degree plus 60 quarter hours of credit for employees currently on it, and those who have made application by March 15, 1996, or who will make application by March 15, 1997. No other employees will be placed on BS+60 level beginning with the 1997-98 school year."

Item 2: Paragraph 14. July 1, 1997: Certificated Employees' Association Negotiated Agreement:

"Change M+60 to Doctorate; B+20 and B+40 to become B+30 and B+45; M+20 and M+40 to become M+30 and M+55. Step 28 to begin on B+45 lane. Grandfather previous lanes and allow until March l998 for application, and until Sept. 15, l998, to verify qualification."* Newly hired teachers for the 1997/98 school year will not be able to access the BS+60 lane and step. The opportunity to apply for BS+60 ended on March 15, 1997. For all other lanes, the opportunity to apply for the old salary lane will end on March 15, 1998. Established District policy and procedure for salary lane advancement must be followed.

Beginning with the 2018/19 contract year, the new education adjustment levels are:

- Bachelors plus 18 semester hours = 2 steps
- Bachelors plus 36 semester hours = 2 additional steps
- Master’s Degree = 2 additional steps
- Master’s plus 18 semester hours = 2 additional steps
- Master’s plus 36 semester hours = 2 additional steps
- Doctorate = 2 additional steps