

THE PINNACLE CODE

The School Policy Manual for Pinnacle Canyon Academy
A Public K-12 Charter School
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*This school policy manual will be updated regularly as needed
and will be posted on the school's webpage: www.pcaschool.com*

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Reviewed August 2025

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6.1 EMPLOYMENT POLICIES

The goal of Pinnacle’s Board of Directors is to provide an educational program of the highest standards possible. Success in attaining this goal is dependent in large measure upon the competency, training, expertise, and ethical standards of the professional staff and those who serve in directing supporting positions to the instructional program of the school. It shall be the policy of the Board of Directors to endeavor to recruit and retain the highest caliber personnel.

6.1.1 CODE OF ETHICS

Employees involved in any capacity in the education of young people must represent the highest standards and values of the community. The purpose of this agreement is to establish ethical standards for the conduct of all employees of Pinnacle. Following these standards will ensure the highest principles of behavior and uphold the trust vested in us by our community. As an employee of Pinnacle, a person is placed under an affirmative duty to comply with various standards governing the ethical conduct of school employees. Following the standards will ensure the highest principles of behavior and uphold the trust vested in school employees by the community.

All Pinnacle employees shall:

- Treat students, parents, fellow employees, and community members with dignity and respect, demonstrating fairness and sensitivity for ethnic, religious, and cultural heritage.
- Promote a safe, nurturing, and positive school and work environment.
- Establish and maintain open and positive communication with parents, students and fellow employees.
- Preserve the confidentiality of information (both written and verbal) concerning students, families, and employees, and avoid spreading rumors.
- Address problems and resolve grievances in an appropriate manner, beginning with the person closest to the problem.
- Demonstrate knowledge of and act in accordance with school policies and procedures, as well as legal and contractual standards, responsibilities, and obligations.
- Support the School Strategic Plan.
- Demonstrate a commitment to learning and professional growth.
- Dress appropriately.
- Model and promote appropriate language.

- Use facilities and equipment in an appropriate manner that protects the resources and property of the school. See computer usage section for what is appropriate.
- Protect school assets and financial resources by following accepted accounting practices and school policy.
- We will strictly adhere to the Utah Educator Standards which can be found at: [R277-217. Educator Standards and LEA Reporting.](#)

6.1.2 UTAH PUBLIC OFFICERS AND EMPLOYEES' ETHICS ACT

The intent of Utah Public Officers' and Employees' Ethics Act is to promote the public interest and strengthen the confidence of citizens in the integrity of their government and to allow public employees to take advantage of opportunities available to all other citizens to acquire private economic or other interest where it will not interfere with the full and faithful discharge of their public duties. [Chapter 16 Utah Public Officers' and Employees' Ethics Act](#)

Non-Education-Related Outside Employment: A Pinnacle employee who participates in a non education-related employment or business activities outside of their school employment may not (1) Accept employment or engage in an business or professional activity that would require disclosure of controlled information gained by reason of their employment; (2) Disclose controlled, protected, or private information gained by reason of their employment to secure personal privileges or exemptions of self or others; (3) Use their positions as a school employee to further their own personal economic interest or secure special privileges or exemptions for self or others or (4) Accept outside employment that may impair independence of judgment in performing their public duties.

Accepting Gifts or Compensation: A school employee may not accept or seek, directly or indirectly, for themselves or another, any gift or compensation where (1) It would improperly influence the performance of job responsibilities, (2) It is intended as a reward for official action taken; (3) The employee is currently, or in the near future will be involved in action directly affecting the donor, unless a disclosure of the gift or compensation and other relevant information has been made to administration. A school employee who is not involved in the procurement of goods or services, may accept an occasional non monetary gift having a value not exceeding \$50.00.

Meeting with Students Outside Normal School Day: School instruction, counseling and other administrative tasks relating to students which require the presence of students shall be accomplished on school premises within the normal school day. (1) Approval of the school principal is required whenever it becomes necessary for a school employee to meet with a student outside of the normal school day. (2) Notice shall be given to a parent or legal guardian before detaining any student after school. (3) If detention is necessary for a student's health or safety, and exception may be made to the notice requirement. (4) School personnel are not authorized to invite school-aged persons from Pinnacle to the employee's home, authorization for family friends (i.e., employee's own children, friends, relatives, etc.) must be obtained before the student may visit any employee's home. (5) All extra-curricular student activity programs require authorization of the school principal or CAO. (5) School employees shall avoid traveling alone with a student.

Social Networking: Facebook, Instagram, SnapChat, Tumblr, etc.: Employees of Pinnacle are prohibited from accepting friend requests, soliciting friend requests and communicating with students through electronic meeting sites. Employees engaging in the above activity will be terminated. Employees of Pinnacle shall not engage in cell phone conversations with students unless otherwise approved. Employees may not post images of students on a personal page. Never discuss students, parents or colleagues on a personal page. Employees must inform parents if a student contacts the employee via a social networking site. Monitor your site and remove postings from friends that are inappropriate, even if labeled private they are still accessible to the public. Only post what you want the world to see. Employees may not use school logos, mascots, symbols etc. on their personal webpages. Employees who use school resources to create, maintain, or post to personal web pages or the pages of others have no expectation of privacy and their activities may be subject to review by school or administration personnel. Social networking sites established by the school may be accessed by teachers and students per school guidelines.

6.1.3 PINNACLE STAFF CODE OF CONDUCT (R277-322)

Pinnacle has adopted a model code of conduct/appropriate behavior policy per board rule. A Pinnacle staff member shall:

1. avoid boundary violations
2. not subject a student to physical abuse, verbal abuse, sexual abuse or mental abuse
3. report immediately to administration and/or the proper authorities any suspected incidents of physical abuse, verbal abuse, sexual abuse, mental abuse or neglect.
4. not touch a student in a way that makes a reasonably objective student feel uncomfortable;
5. not participate in sexual conduct with a student;
6. use appropriate verbal or electronic communication between a staff member and a student;
7. not provide gifts, special favors, or preferential treatment to a student or group of students;
8. not discriminate against a student on the basis of sex, race, religion, or any other prohibited class;
9. appropriately use electronic devices and social media for communication between a staff member and a student;
10. not use of alcohol, tobacco, and illegal substances during work hours and on school property;

A Pinnacle staff member is required to:

1. report any suspicion of child abuse or bullying immediately to administration and/or the proper authorities;
2. annually read and sign all policies related to identifying, documenting, and reporting child abuse; and
3. for an employee or contractor, annually attend abuse prevention training required in Section 53G-9-207.

Pinnacle shall annually provide training to staff regarding the policy, including the staff member's responsibility to report and how to report:

1. (a) known violations of the LEA's code of conduct/appropriate behavior policy; and
2. (b) known violations of the Utah Educator Standards contained in R277-217.

BOARD APPROVED: October 28, 2025

A Pinnacle staff member shall annually sign a statement acknowledging that the staff member has read and understands the code of conduct/appropriate behavior policy.

6.1.4 TEACHER MENTORING POLICY

BOARD APPROVED: May 2025

A mentor teacher program has been set up to mentor and guide new educators through their initial years of teaching at Pinnacle. Teachers who are new to the profession will be mentored by a designated, qualified master teacher to assist them with understanding the school culture, school philosophies, routines, procedures, and day-to-day details. Mentors will meet with their mentee to review curriculum, classroom management, lesson planning, classroom observations and peer mentoring as needed. Teachers who come to Pinnacle with an LEA-specific Associate license or working through LEA-approved APPEL licensure program will have a mentor for at least three years. These new teachers will complete licensure requirements through USBE's licensing standards.

6.1.5 EDUCATOR LICENSING

BOARD APPROVED: January 2025

In July 2020, the USBE restructured the educator licensing model. Pinnacle will adhere to all licensing requirements outlined through the USBE and established through Board Rule. In Utah, there are three levels of educator licenses: LEA-specific, Associate, and Professional. All educators must be able and willing to complete all steps required to obtain a Utah state teaching license. Educators must report to the Human Resources/Licensing coordinator quarterly to show progress in the licensing program. If the Educator fails to complete the requirements in the length of time given by USBE and/or Pinnacle, employment may be terminated. Please see Pinnacle's Human Resources Director/Licensing Coordinator for assistance in licensing issues or questions.

Current USBE licensing resources can be located at: <https://schools.utah.gov/licensing/index>. Teachers with a Professional License must complete all requirements per USBE's licensing guidelines for re-licensure. Additional resources can be found in [Appendix B: State Educators Ethics Guidelines](#). All licensed educators must be familiar with the ethics guidelines.

LEA-Specific Licensing

Pinnacle Canyon Academy will adhere to guidelines from the Utah State Board of Education (USBE) regarding LEA-Specific licensing. Pinnacle will use LEA-Specific licensing when all other reasonable routes to licensure are "untenable or unreasonable." Pinnacle will provide documentation as outlined in USBE Administrative rules at [R277-301-7](#) and Pinnacle and its educators recognize that LEA-specific educator license requirements are not transferable to any other agency.

Current information for LEA-Specific licensing can be found at this USBE link:
[LEA-Specific Licensing LEA & Educator Responsibilities](#)

An LEA-Specific educator license, including areas of concentration and endorsements, is issued by the Utah State Board of Education (USBE) at the request of an LEA's governing body (example: local school board or charter school). This temporary license type is utilized when all other licensing routes for the applicant are untenable or unreasonable. The LEA governing board agrees to provide the documentation and support outlined in USBE Administrative Rules [R277-301-7](#). LEA-specific Educator License Requirements. LEA-Specific licenses are not transferrable to any other agency.

Educator Requirements

1. Create an account in [Utah Schools Information Management System \(USIMS\)](#). Provide a personal e-mail address. Check your e-mail to retrieve the verification code. Use the verification code to continue setting up your profile, providing Personal Information.
2. In USIMS, click on Personal Information to retrieve your Comprehensive Administration of Credentials for Teachers in Utah Schools (CACTUS) Identification (ID) Number Your CACTUS ID is your educator identification number.
3. Complete an Educator Ethics Review Criminal Background Check via USIMS.
4. Complete the [Pedagogical Modules in Canvas](#)
5. Submit an application to your Human Resources department.

LEA Requirements

1. LEA Adopts Policy for LEA-Specific Licenses
2. Review Educator Application & Modules Certificate
3. Public Meeting of Governing Body Approving LEA-Specific Licenses
4. Post Educator Data/Request in CACTUS
5. Create Professional Learning Plan (PLP) for educator
6. Post License Info & Percentages on School Website

LEA-S License Renewals

LEA-Specific licenses (including endorsements) may be renewed for an additional 3 years. The educator must follow the renewal steps found on the [Step-by-Step Guide to Educator License Renewals](#). The LEA is required to

review and approve the 60 hours of renewal hours itemized on the form, confirm that the USBE background check is still in compliance, verify that the ethics review has been updated within the last 12 months, and *retain the documentation* to comply with any Educator License Review Requirements found in [R277-302-3](#).

Not Permitted for LEA-S Licenses

The following license areas are **not allowed** for LEA-Specific: Audiologist, Deaf Education, Driver's Education, Preschool Special Education, School Psychologist, School Social Worker, Special Education, Speech Language Pathologist (SLP), Speech Language Therapist (SLT), or School Counselor.

LEA-S Expiration

LEA-Specific licenses (including endorsements) will expire once the employment has been terminated. LEA-Specific licenses may be renewed for an additional 3 years if the employee returns.

6.1.6 PROFESSIONAL STANDARDS AND TRAINING FOR NON-LICENSED EMPLOYEES AND VOLUNTEERS

Pinnacle will ensure that all students compelled by law to attend public schools are instructed and served by public school teachers and employees who have not violated law that would endanger students in any way. Pinnacle mandates that all public education employees licensed and non-licensed, volunteers and charter school board members and anyone who drives a school vehicle, to submit to a background check and ongoing monitoring. The Human Resources Director will describe the background check process necessary to all employees. Pinnacle requires all employees to report to the Human Resources Director within 24 hours any arrest including pleas in abeyance and diversion agreements, alleged sex offenses, alleged drug-related offenses, alleged alcohol-related offenses, and any alleged offenses against the person under Title 76, chapter 5. All employees will be trained in the self-reporting process.

Employees shall give notice of alleged sex offenses or any other offenses which may endanger students during the investigative period be reported, the employee shall be immediately suspended from any student supervision responsibilities. Any reported offenses involving alcohol or drugs will result in immediate suspension from transporting students or in the operation or maintenance of public education vehicles. Pinnacle will review arrest information and make employment decisions that protect both the safety of students and the confidentiality and due process rights of employees and charter school board members.

Pinnacle coaches are also required to meet a set of professional standards consistent with the Utah Educator Professional Standards (R277-217). Coaches are required to be trained in child sexual abuse prevention, bullying and cyberbullying prevention, as well as the prevention of hazing, harassment and retaliation. The designated Administrator will track compliance in such training.

Additional training of non-licensed employees can be found in:

- 4.1 Pinnacle Health, Nutrition and Wellness Policies
- 5.4 School Bus Driver Handbook
- 7.2.4 Acceptable Use Policy
- 4.16 Suicide Prevention and Programs
- 3.2.1 Paraprofessional Handbook
- 3.1.15 Long term substitutes
- 4.20 Mandatory Training

6.1.7 PUBLIC EDUCATION EXIT AND ENGAGEMENT SURVEYS (R277-325)

Pinnacle has adopted a public education exit and engagement survey policy and will use the model surveys developed by the USBE which can be found at:

Educator Exit Survey

<https://schools.utah.gov/file/f3d60dcc-c592-4137-9e90-981a60b749d5>

Educator Engagement Survey

<https://schools.utah.gov/administrativerules/documentsincorporated>

The Human Resources Director will give the Exit Survey to educators in their exit interview. The Engagement Survey will be given every other year before June 30 of said year. Access to survey results will be restricted to appropriate personnel as necessary including the Human Resources Director, Administration and the Board of Directors.

6.1.8 PINNACLE PERSONNEL AGREEMENT

PINNACLE PERSONNEL AGREEMENT

Pinnacle employees will check the boxes signifying they have read and understand all school and state policies and will sign and date this document for their personnel file.

State of Utah Professional Ethics (see Appendix B of The Pinnacle Code)

I have read the State of Utah statutes R277-515 and R277-516 and understand that as a licensed educator my conduct is governed by R277-515 and R277-516. I understand that the Board and CAO shall adhere to the provisions of these rules in licensing and disciplining a licensed Utah educator.

Pinnacle Code Personnel Agreement

As an employee of Pinnacle, I assume the responsibility for representing the school in a manner characterized by trust, morality, and ethical principles. I have read The Pinnacle Code and agree to abide by its provisions in addition to the terms of my employment contract with the Board of Directors of Pinnacle.

Standard Test Administration and Testing Ethics Policy

I certify that during the current school year, and prior to administering any state-mandated or district-mandated assessments, I received training on standard test administration and testing ethics procedures, and read the Standard Test Administration and Testing Ethics Policy. I understand that I am responsible for administering assessments in an appropriate and ethical manner as outlined by the following documents: Utah Code chapter 63A, State Board Rule R277-43, and Test Administration Manuals (TAM) for each assessment. Information provided by the Assessment section of the Utah State Office of Education and by my school will be read. I understand that failure to conduct testing in an ethical manner places me in jeopardy of losing my employment and/or my Utah teaching license.

Anti-bullying and Suicide Prevention Training

I have completed both the anti-bullying and suicide prevention training and commit to reporting bullying as required by Utah state law.

Employee Fee Agreement (Section PP32 of The Pinnacle Code)

I have read and understand the Employee Fee Agreement per section PP32 of The Pinnacle Code.

Digital Acceptable Usage and Confidentiality (see Acceptable Use Policy in Appendix D)

Pinnacle will make every effort to abide by all applicable State and Federal guidelines, policies, regulations, statutes, and procedures pertaining to the confidentiality, acceptable usage, and privacy of data. Educational organizations have a legal and ethical responsibility to protect the privacy and security of education data, including Personal Identification Information (PII). The Family Educational Rights and Privacy Act (FERPA) protects PII from education records regardless of whether student records are paper or electronics. FERPA assures students that their records are protected from unauthorized access or disclosure (this includes unauthorized external hard drives) and used in ways acceptable and appropriate for their purpose.

Acceptable Usage. Usage of the digital records requires that all users conduct themselves in a responsible, decent, and ethical manner while using digital information. You, the user, are ultimately responsible for your actions in accessing the digital information shared. As a user of a digital system you are expected to use the data provided for educational purposes only. The use of information outside of the organization and/or for matters that do not fall under the scope of the organization is unethical and inappropriate. Usage of the digital files shared shall be for the purpose of classroom/educational support, grading/filing, and documentation of data.

Personnel Agreement, page 2

Confidentiality. Confidentiality is an extremely important component of the law (FERPA). Information or records falling under this law must remain confidential. Significant penalties can occur from failure to comply with the privacy act. The following items must be followed in order to maintain compliant under the law of privacy: digital files cannot be shared with others for purpose other than educational support of the student/member, digital files may not be sent/transmitted electronically without a statement of confidentiality and/or encryption, digital Files may not be sent outside of the organization without signed authorization form the parent/guardian/adult student, information held within the digital files may not be divulged or discussed with non-organization members.

I agree that information shared digitally will be used in an acceptable manner for the purpose of and solely for education. The digital information including Personal Identification Information will be used in an acceptable manner that is appropriate for Pinnacle Schools. I agree that any and all knowledge or information that may be obtained in the course of working with students at Pinnacle, digital or otherwise will be maintained as confidential. If I do so violate FERPA law, I can/will be held personally liable. I understand that I have agreed to the items/procedures/ expectations as well as being informed of my responsibilities listed in this statement.

[] I also agree that I am held accountable for the items I have agreed to. If I violate this agreement, I am held personally liable and violation will result in disciplinary action up to and including termination of employment.

EMPLOYEE NAME: _____

EMPLOYEE SIGNATURE: _____

TITLE: _____

DATE: _____

6.1.9 OUTSIDE EMPLOYMENT POLICY

Policy Statement

This Policy applies to all employees of Pinnacle Schools. It is the policy of this entity that employees with outside employment or activities adhere to the following guidelines:

- Are free from conflicts of interest that could adversely influence their judgment, objectivity or loyalty to the institution in conducting business and job assignments.
- Outside employment does not interfere with the performance of the employee's duties, including Pinnacle Schools-related duties or responsibilities;
- Activities must be performed outside the employee's approved work schedule and off the Institution's premises, and
- Any potential conflict of interest raised by the employee's participation in financial, business, charitable and other activities outside their primary job at the center is disclosed immediately.

Information

For the purpose of this policy, the job at the entity listed above is considered "primary employment" and any other job is considered secondary or "outside employment." This includes, but is not limited to, self-employment, consulting activities, and volunteer activities that, if compensated, could be considered outside employment.

- The outside employment policy will be reviewed with all employees at least once annually. New employees will be given a copy of this policy and trained during new employee orientation within the first month of employment. Such training will be documented.
- Employees must request approval for outside employment if it conflicts with regular work hours at the primary employment, is conducted on the center premises, if it requires the same job skills and/or qualifications used in his/her employment at the primary employment, including activities regulated by Pinnacle Schools, or if it presents a real or perceived conflict of interest as stated in the policy statement above.
- When outside employment falls under the guidelines stated in number three (#3) above, the request for approval is to be submitted to a supervisor prior to beginning that employment or activity.
- Each employee's request for outside employment will be reviewed and decided on its own merits, considering such factors as type of work to be done, the type of business and the expected duration of employment. Management approval is subject to ongoing review, so involvement in outside employment or activities shall be periodically updated.
- Approval for outside employment is valid for one calendar year or until the outside employment changes, whichever occurs first. Each change in outside employment meeting the guidelines outlined in number three (#3) above requires specific prior written approval by management.
- If the outside employment or activities negatively impacts the employee's work or becomes a conflict of interest as described above, management may withdraw approval for that outside employment or activity.
- Failure to obtain prior approval for outside employment, or engaging in outside employment when such approval has been denied, may result in disciplinary action up to and including termination.
- Documentation of all outside employment requests will be kept on file. This documentation may be reviewed during Pinnacle Schools' administrative reviews.

6.1.10 UTAH EFFECTIVE EDUCATOR STANDARDS

R277. Education, Administration.

R277-530. Utah Effective Educator Standards.

R277-530-1. Authority and Purpose.

(1) This rule is authorized by:

- (a) Utah Constitution Article X, Section 3, which vests general control and supervision over public education in the Board;
- (b) Subsection 53E-3-401(4), which allows the Board to make rules to execute the Board's duties and responsibilities under the Utah Constitution and state law; and
- (c) Subsections 53E-3-501(1)(a)(i) and (ii), which require the Board to establish rules and minimum standards for the qualification and certification of educators and for required school administrative and supervisory services.

(2) The purpose of this rule is to establish:

- (a) statewide effective teaching standards for Utah public education teachers;
- (b) statewide educational leadership standards for Utah public education administrators; and
- (c) statewide educational school counselor standards for Utah public education school counselors.

R277-530-2. Definitions.

(1) "Educator" means an individual licensed by the Board under Section 53E-6-102(8).

(2) "School administrator" means an educator serving in a position that requires a Utah Educator License with an Educator Leadership license area of concentration and who supervises Level 2 educators.

(3) "The Utah Effective Educator Standards" means:

- (a) the Effective Teaching Standards described in R277-530-5;
- (b) the Educational Leadership Standards described in R277-530-6; and
- (c) the Educational School Counselor Standards described in R277-530-7.

R277-530-3. Board Expectations for Effective Teaching, Educational Leadership, and Educational School Counselor Standards. ADA Compliant: 04-09-2021

(1) The Board hereby establishes the Effective Educator Standards as the foundation of educator development, which includes:

- (a) alignment of teacher and school administrator preparation programs;
- (b) expectations for licensure; and
- (c) the screening, hiring, induction, and mentoring of beginning teachers, school administrators, and other licensed educators.

(2) The Board uses the Effective Educator Standards to direct and ensure the implementation of Utah's Core Standards.

(3) The Board relies on the Effective Educator Standards as the basis for an evaluation system and tiered-licensing system.

(4) The Board's model educator assessment system, for use by LEAs, is based on the Effective Educator Standards.

(5) The Board provides resources, including professional learning, which assist LEAs in integrating the Effective Educator Standards into educator practices.

R277-530-4. LEA Responsibilities for Effective Educator Standards.

(1) An LEA shall develop policies to support educators, school administrators, and school counselors in implementation of the Effective Educator Standards.

(2) An LEA shall develop professional learning experiences and professional learning plans for relicensure using the Effective Educator Standards to assess educator progress toward implementation of the standards.

(3) An LEA shall adopt formative and summative educator assessment systems based on the Effective Educator Standards to facilitate educator growth toward expert practice.

(4) An LEA shall use the Effective Educator Standards as a basis for the development of a collaborative professional culture to facilitate student learning.

(5) An LEA shall implement induction and mentoring activities for beginning teachers and school administrators that support implementation of the Effective Educator Standards.

R277-530-5. Effective Teaching Standards.

(1) The Effective Teaching Standards focus on the high-leverage concepts of:

- (a) personalized learning for diverse learners;
- (b) a strong focus on application of knowledge and skills;
- (c) improved assessment literacy;
- (d) a collaborative professional culture; and
- (e) leadership roles for teachers.

(2) Utah educators shall demonstrate the following skills and work functions designated in the following ten standards:

- (a) Learner Development - An educator understands cognitive, linguistic, social, emotional, and physical areas of student development;
- (b) Learning Differences - An educator understands individual learner differences and cultural and linguistic diversity;
- (c) Learning Environments - An educator works with learners to create environments that support individual and collaborative learning, encouraging positive social interaction, active engagement in learning, and self motivation;
- (d) Content Knowledge - An educator understands the central concepts, tools of inquiry, and structures of the discipline;
- (e) Assessment - An educator uses multiple methods of assessment to engage learners in their own growth, monitor learner progress, guide planning and instruction, and determine whether the outcomes described in content standards have been met;
- (f) Instructional Planning - An educator plans instruction to support students in meeting rigorous learning goals by drawing upon knowledge of content areas, core curriculum standards, instructional best practices, and the community context;
- (g) Instructional Strategies - An educator uses various instructional strategies to ensure that all learners develop a deep understanding of content areas and their connections, and build skills to apply and extend knowledge in meaningful ways;
- (h) Reflection and Continuous Growth - An educator is a reflective practitioner who uses evidence to continually evaluate and adapt practice to meet the needs of each learner;
- (i) Leadership and Collaboration - An educator is a leader who engages collaboratively with learners, families, colleagues, and community members to build a shared vision and supportive professional culture focused on student growth and success; and
- (j) Professional and Ethical Behavior - An educator demonstrates the highest standards of legal, moral, and ethical conduct as required in the Utah Educator Professional Standards described in Rule R277-217.

R277-530-6. Educational Leadership Standards.

(1)

(a) The Board expects that school administrators shall meet the standards of effective teaching and have the knowledge and skills to guide and supervise the work of educators, lead the school learning community, and manage the school's learning environment in order to provide effective, high quality instruction to all of Utah's students.

(b) The Educational Leadership Standards focus on:

- (i) visionary leadership;
- (ii) advocacy for high levels of student learning;
- (iii) leading professional learning communities; and
- (iv) the facilitation of school and community collaboration.

(2) In addition to meeting the standards of an effective teacher, school administrators shall demonstrate the following traits, skills, and work functions designated in the following six standards:

- (a) Visionary Leadership - A school administrator promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is largely shared and supported by stakeholders;
- (b) Teaching and Learning - A school administrator promotes the success of every student by advocating, nurturing and sustaining a school focused on teaching and learning conducive to student, faculty, and staff growth;
- (c) Management for Learning - A school administrator promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment;
- (d) Community Collaboration - A school administrator promotes the success of every student by collaborating with faculty, staff, parents, and community members, responding to diverse community interests and needs and mobilizing community resources;
- (e) Ethical Leadership - A school administrator promotes the success of every student by acting with, and ensuring a system of, integrity, fairness, equity, and ethical behavior; and
- (f) Systems Leadership - A school administrator promotes the success of every student by understanding, responding to, and influencing the interrelated systems of political, social, economic, legal, policy, and cultural contexts affecting education.

R277-530-7. Educational School Counselor Standards.

In addition to meeting the Effective Teaching Standards described in Section R277-530-5 and the Educational Leadership Standards described in Section R277-530-6, an educational school counselor shall demonstrate the following traits, skills, and work functions designated in the following seven standards:

(1) Collaboration, Leadership and Advocacy - An educational school counselor is a leader who engages collaboratively with learners, families, colleagues, and community members to build a shared vision and supportive professional culture focused on student growth and success;

(2) Collaborative Classroom Instruction - An educational school counselor delivers a developmental and sequential guidance curriculum prioritized according to the results of the school needs assessment;

(3) The Plan for College and Career Readiness Process - An educational school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans;

(4) Systemic Approach to Dropout Prevention with Social and Emotional Supports - An educational school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills and implements programs for student support in dropout prevention;

(5) Data-Driven Accountability and Program Evaluation - An educational school counselor collects and analyzes data to guide program direction and emphasis;

(6) Systemic School Counseling Program Management - An educational school counselor is involved in management activities that establish, maintain and enhance the total school counseling program; and

(7) Professional and Ethical Behavior - An educational school counselor demonstrates the highest standard of legal, moral and ethical conduct, as required in the Utah Educator Professional Standards described in R277-217.

6.1.11 HIRING PROCEDURES

Applicants for employment at Pinnacle go through an interview process with Administration. The Elementary Principal and the CAO will make final decisions and make offers of employment.

6.1.12 INITIAL EMPLOYMENT

BOARD APPROVED: May 2020

Prior to being employed by the School, each prospective employee is required to consent to a background check on his/her qualifications to be an employee. The submission of an employment application shall constitute permission to investigate the employment history of the applicant, criminal record, educational background and other matters. On or before September 1 of the current school year, the new employee must furnish evidence of a valid Utah teaching license, appropriate to the teaching assignment at Pinnacle Charter School. All Employees that are licensed within their professions must maintain current licensure and provide copies of continuing education credits upon completion of a class, course or instruction. Copies shall be provided to Pinnacle's HR Director and educator information will then be entered onto the CACTUS database. Employees need to follow all steps for relicensure found at the USBE website: <https://schools.utah.gov/licensing/renew>

6.1.13 OFFER OF EMPLOYMENT

BOARD APPROVED: May 2020

All employees of Pinnacle are "at will" employees who may be terminated at any time for any reason. No employee is automatically guaranteed a job for the following school year. Employees will be notified in writing if their offer of employment is terminated during its term or if their employment will not be renewed for the following year. Employees have the right to appear before administration and the Board to discuss their reasons for being released from their offer of employment and fine assessment. There is no tenure at Pinnacle. All other employees will receive yearly evaluations from the CAO and their direct supervisor and will be given offers of employment based on favorable evaluations and funding. Administration will enter into individual offers of employment with all employees that will be concise in form, and will adopt and incorporate by reference all provisions of The Pinnacle Code, the school's policy manual. All employees will abide by all provisions of the school policy manual. All employees will be given offers of employment by March 15 of each school year with offers required to be returned by March 29 of each school year. (Revised 5/2017) An employee may terminate (breach) their individual Offer of Employment at any time. An employee who breaches their offer of employment by resigning after the signing of the current year's offer of employment (March 30 – July 31) shall be assessed a \$2,000 fine. The fine for breaking an offer of employment during the contracted school year (August 1 – May 31) will be \$5,000. (Revised 1/2019) Fees may be waived at the discretion of the board if a teacher moves out of the Carbon/Emery area. Any fine owed by a teacher or a professional staff member will be deducted from the final paycheck. If a final paycheck has been issued, the employee will be sent a registered letter detailing the fine's amount. Options for repayment will be discussed during the exit interview. If the teacher does not pay the fine in the time allowed, the teacher will be sent to collections. Fines will not be assessed for medical emergencies such as death or critical illness, or the relocation of a spouse to another area/state.

6.1.14 EMPLOYMENT

The Board is recognized as the employer of all Employees at Pinnacle. The Board will endeavor to provide sufficient instructional materials and supplies to insure that all Employees will have the best possible access to materials to be successful in their job duties. The Board requires professional services and ethical behavior from all Employees. This includes acceptance of Pinnacle's programs as outlined by the Board and adherence to professional standards as outlined by individual professions. Employees agree to perform their duties as outlined in their job description and their individual offer of employment. The Employee is required to complete employment for the designated number of days, and at the times designated in the individual employment contract. The Board will make available a copy of The Pinnacle Code, the school policy manual, to each Pinnacle employee. Subject to the exclusive discretion of the Board, the following process will make amendments to this policy manual: drafting of changes and a majority vote by the Board in an open board meeting. Whenever The Pinnacle Code is amended, the date of the revisions/amendments will be noted on the Agreement.

6.1.15 CHANGE IN ASSIGNMENTS AND/OR STATUS

BOARD APPROVED: May 2017

A Pinnacle employee who desires to change their assignments and/or their employment status and enumeration (i.e., going from full-time to part-time) must schedule an appointment with the CAO to discuss this proposed change. If the change is possible without disrupting teaching assignments or creating excessive workloads for other employees, the CAO may grant such a change. If a change is not possible, the employee and the CAO will discuss all the employee's options at that point and the employee and administration will make a decision with the best information available at that time. Requests for change in teaching assignments for the following school year must be made in writing to administration by March 1 of the current year.

6.1.16 DISCIPLINARY ACTION/PROBATIONARY STATUS

Disciplinary Action: Disciplinary action may be taken against any Pinnacle employee for the following: unethical behavior (see Utah Educators' Ethics Guidelines), use of illegal drugs, alcohol or tobacco on school property or at school-sponsored events, sexual harassment, theft, pornography, discrimination, or fraternization as outlined in school policy. A remediation plan may be put into place to correct the employee's issue(s), but if the action is grievous, then termination may be warranted.

Probationary Status: A Pinnacle teacher whose performance in their instructional assignment is inadequate or is in need of improvement may be placed on probationary status. The CAO or Elementary Principal will give the employee a written plan detailing ways to improve the educator's status, specific objectives for them to meet, identify their mentor teacher, and state a schedule of additional evaluations to check their progress. Remediation for helping improve an educator's deficiencies will include resources available, a recommended course of action, a corrective mentor teacher, and a timeframe in which to make needed improvements. The CAO, Elementary Principal and mentor teachers will complete all recommendations and evaluations for the probationary educator no later than March 31 of the current school year. The final evaluation will contain only data previously considered and discussed with the educator. The CAO will provide the Board of Directors with their recommendations and the probationary status will become part of the educator's personnel file.

6.1.17 REDUCTION IN FORCE

A reduction in force may become necessary when there has been a reduction of revenue due to decreased enrollment, increased expenses, etc., a program or service has been eliminated, and/or a budget deficit occurs in the maintenance and operations account.

6.1.18 PERSONNEL FILE

An Employee's personnel file subsequent to the initial hiring is available to the Employee for inspection. The following items may be retained in an Employee's personnel file: Current Copy of Resume, Copy of Offer of Employment, Evaluations, Transcripts, Letters of recognition, Postgraduate credits, Letters of reprimand, Awards, Copy of Current license in related field, Background checks and/or Drug testing results.

6.1.19 PERSONNEL FORMS

Employees can access personnel forms through the school website www.pcaschool.com through the staff intranet portal.

6.1.20 EMPLOYEE HOURS

Contract employee hours are generally 8:00 a.m. - 4:00 p.m. Monday through Friday. Teachers need to be in their classrooms and ready for the school day no later than 8:00 a.m. Teachers need to be at their scheduled duty location at the required time. On early release days, the extra hours will be used for in-house training, PLC meetings, teacher planning and weekly staff meetings.

Part-Time Hours & Meal Breaks:

Part-time employees are normally scheduled for no more than 29 hours per week. Additional part-time opportunities (e.g., After School support) may be available. When an employee holds more than one position with the school, all hours worked will be combined for weekly totals and benefits eligibility.

Employees working more than six (6) consecutive hours in a workday must take a 30-minute unpaid meal break. The 30 minutes will be automatically deducted from timecards. Employees only need to clock out if leaving campus. Pre-approved exceptions may be granted in rare circumstances.

6.1.21 DISCRIMINATION

It is the express policy of Pinnacle to maintain a learning and working environment that is free of discrimination. Pinnacle prohibits discrimination on the basis of disability, gender, race, national origin, or age. If any employee of Pinnacle knows of or has reason to believe that another employee is being harassed at the workplace on the grounds of race, sex, religion, or national origin, then the employee must promptly report such harassment to the Board. The report shall be made confidentially and the Board shall maintain the confidence of any report of such harassment. With the discretion of the Board, any employee engaging in such behavior would be subject to disciplinary action.

6.1.22 ISSUE RESOLUTIONS

Issue Resolutions are appropriate when (a) a cause of uneasiness or distress is felt by an Employee, (b) A working condition is considered unsatisfactory, (c) a complaint alleging unfair treatment is lodged against a Pinnacle staff, CAO, or agents thereof and/or (d) a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the Provisions of this Agreement. Any Employee may submit an issue for resolution. One or more employees may be party to a single issue offered for resolution. It is the intent of the Pinnacle Administration and Board of Directors to resolve all issues promptly, informally and confidentially at the lowest possible administrative level and to secure equitable solutions. Nothing herein contained will be construed as limiting the right of the aggrieved party to discuss the matter informally with any appropriate member of

administration and having the issue adjusted, provided the adjustment is consistent with the terms of this Agreement.

The following procedure will be used to address any issues that need to be resolved:

- Level One:** The aggrieved party must first discuss the issue with their immediate supervisor with the objective of resolving the matter.
- Level Two:** The aggrieved party may discuss the issue with the CAO with the objective of resolving the matter.
- Level Three:** When no mutually agreeable resolution is reached in Level Two, the aggrieved party will file a written grievance to the President of the Board of Directors. The Board will be convened within 10 working days with the objective of resolving the matter. The aggrieved party will be notified in writing of the decision of the Board concerning the issue within five working days of the decision having been made.

6.1.23 DRUG/TOBACCO/ALCOHOL POLICY

BOARD APPROVED: May 2025

Pinnacle is committed to providing a workplace that is free from drugs, tobacco and alcohol, including all e-cigarettes and vaping devices. Employees of Pinnacle are expected to follow the federal, state and local laws regarding the use, distribution, manufacturing and/or possession of drugs, tobacco and alcohol. Violation of this policy may result in suspension, remediation and/or termination. All employees acknowledge the policy of Pinnacle to provide a drug-free working environment for its employees. All employees hereby consent to the inspection of their personal property located on the premises of the school. All employees agree to submit to personal drug testing requested by the school. Drug testing will occur on a random basis throughout the year. Refusal to submit to drug testing may be grounds for the termination of the employee. Pinnacle is a tobacco-free facility and no smoking is permitted on school grounds or at school-sponsored activities or field trips. Possession of or consumption of alcohol on school grounds, at school-sponsored activities and on school-sponsored field trips is prohibited. Employees that consume alcohol on school premises or school-sponsored field trips are at risk for disciplinary action, termination and/or licensure revocation and the Educators Ethics guidelines. In addition, any acts prohibited by Utah Code pertaining to controlled substances or drug paraphernalia shall also be immediately reported to the CAO.

6.1.24 RULES GOVERNING A DRUG-FREE WORKPLACE

- Provide a safe and productive work environment that is free from the effect of unlawful use, distribution, dispensing, manufacture, and possession of controlled substances or alcohol use during work hours.
- Identify, correct and remove the effects of drug and alcohol abuse on job performance.
- Assure the protection and safety of employees and the public.
- School employees may not unlawfully manufacture, dispense, possess, distribute or use any controlled substance or alcohol during working hours, on state property, or while operating a state vehicle at any time, or other vehicle while on duty except where legally permissible.
- All drug or alcohol testing shall be done in compliance with applicable federal and state regulations and policies.
- All drug or alcohol testing shall be conducted by a federally certified or licensed physician or clinic or testing service approved by the state or federal government.
- Drug or alcohol tests with positive results or a possible positive result shall require a confirmation test.
- Employees are subject to one or more of the following drug or alcohol tests due to: Reasonable suspicion, Critical incident, Post accident, Return to duty, Follow up, Random and/or Pre-employment.

The testing will be done at the discretion of the school. Administration will take disciplinary action if there is a positive confirmation test for a controlled substance, results of a confirmation test for alcohol are positive, employee refuses to take a confirmation test, and/or employee is unable to provide a sample during the randomly selected test. Disciplinary action may include immediate dismissal or a remediation plan.

6.1.25 SEXUAL HARASSMENT

All employees acknowledge the policy of Pinnacle to maintain a learning and working environment that is free from sexual harassment and verbal/physical abuse. Pinnacle prohibits any form of sexual harassment and/or verbal/physical abuse. It shall be a violation of this policy for any employee to harass a student or another employee through conduct or communication of a sexual and/or abusive nature.

6.1.26 TERMINATION PROCEDURES

Employees that have terminated their contract either voluntarily or by Pinnacle will complete an exit interview and checklist so that all school materials, curriculum, policy manual, school property and keys are properly collected. The employee's final paycheck will be given to the employee within 72 hours of termination.

6.1.27 CONFLICT OF INTEREST

Pinnacle abides by all federal and state guidelines for disclosing any conflicts of interest.

6.1.28 INSURANCE/RETIREMENT PLAN OPTIONS

BOARD APPROVED: January 2025

In addition to a salary, qualified employees based on responsibilities, hours and job title, may be offered the following benefits: health, dental and vision insurance, long-term disability insurance, term life insurance, six-week maternity leave, personal days, retirement plan and professional liability insurance. These options will be presented at time of hire and forms will be completed with the HR Director in the school office.

6.1.29 FRATERNIZATION

Pinnacle employees in a supervisory role cannot date or become romantically involved with, and/or engage in any fraternization or any such similar conduct, attempted or otherwise, with any other Pinnacle employee with whom they have a supervisor/superior subordinate relationship because of the concern that managerial- subordinate relationships present sexual harassment issues for the school. Employees that engage in fraternization as stated above will be subject to disciplinary action, termination and/or licensure revocation and the Educators Ethics guidelines.

6.1.30 NEPOTISM

Pinnacle may employ more than one family member. No person shall directly supervise a member of his/her immediate family. "Immediate family" includes the employee's spouse, a significant other, child, daughter/son-in-law, father, mother, sister, brother, grandchild, grandfather, grandmother, ward or comparable

relative of a spouse or significant other. No employee’s family member shall be given preferential treatment unrelated to that person’s qualification, credentials and record.

6.2 LEAVE POLICIES

6.2.1 PERSONAL TIME OFF (PTO)

BOARD APPROVED: October 28, 2025

UPDATED TO REFLECT CURRENT PROCEDURE: April 2026

Personal time off is not an earned right, it is a benefit provided to help in time of need. Therefore, it is important to limit personal time off to times of illness or injury and to use personal time off in a responsible manner. The CAO and/or the Elementary Principal are to be notified as promptly as possible when personal time off situations occur to have time to adjust scheduling as needed.

1. Beginning with the 2024-2025 school year, an annual statement of personal time off will be given to each employee through the online iSolved payroll system.
2. A **full-time** employee receives the following:

YEARS OF EMPLOYMENT	NUMBER OF PERSONAL HOURS	NUMBER OF HOURS TO ROLLOVER FROM CURRENT YEAR
0-10 YEARS	80 hours	80 hours
11+ YEARS	120 hours	120 hours

3. Half-time salary staff will only receive half the number of available PTO hours.
4. Beginning with the 2024-2025 school year, part-time employees will receive 30 hours of PTO per year (excluding part-time therapists, mental health interns, and student employees, contracted employees). Any unused hours can be rolled over to the next school year. New part-time employees and any contracted employees (i.e., coaches) will receive their PTO hours on the first paycheck after their initial 90 days of employment.
5. Beginning with the 2024-2025 school year, employees will submit requests for PTO in the iSolved online system. Direct supervisors will approve or deny leave requests.

The PTO process is required for *all absences*, whether they are paid or unpaid, including trainings, events, and other work-related activities. Staff must complete all required steps for submitting PTO as outlined by the Business Manager and must follow all leave policies detailed in #9 and #10 below. Employees can complete a retro-pay form on the staff intranet to address the late reporting of missed punches within 30 days of the pay period.

6. New PTO hours will accrue on July 1 of each year or on the new hire date. PTO hours for full-time and half-time staff and part-time hourly employees will be pro-rated if hired after the start of the new school year.
7. When employees go over the allotted number of days assigned to them, any PTO taken over the accrued earned or donated days will be deducted in the amount they are paid (their hourly rate or the rate of the donor’s salaried pay, not the amount of pay to pay the substitute).
8. Employees are strongly discouraged from scheduling lengthy voluntary absences during the school year.

9. Personal time off may be taken the day before or after a school holiday for the following specific reasons:
 - weddings of immediate family members (children, parents, grandparents, siblings, grandchildren or the same to one's spouse or another person living in the same house as the employee),
 - graduations of immediate family as listed above,
 - required court appearances or other personal matters that require employee's attendance, and/or
 - circumstances as approved by the CAO and/or direct supervisor.
10. Employees may **not** take any personal time off in the first ten days of school or during the month of May except for:
 - weddings of immediate family members (children, parents, grandparents, siblings, grandchildren or the same to one's spouse or another person living in the same house as the employee),
 - graduations of immediate family as listed above,
 - required court appearances or other personal matters that require employee's attendance and/or circumstances as approved by the CAO and/or direct supervisor.
11. **Upon voluntary termination of employment**, Pinnacle will make payment to full-time employee at the rate of \$15.00 per 8 hours of PTO and for any unused time up to 1,112 hours (\$2,100).
12. **Upon involuntary termination including termination for cause**, employees forfeit all PTO compensation.
13. Any employee requesting to use ALL of their PTO hours at one time must have pre-authorization from administration and medical/personal documentation supporting the request.

6.2.2 PROFESSIONAL/SABBATICAL LEAVE

Contract employees who request unpaid professional and/or sabbatical leave need to submit a completed request for Professional/Sabbatical leave and turn it into the CAO at the earliest possible time. Teachers on sabbatical are not offered an Offer of Employment until they return.

6.2.3 FMLA LEAVE

Although FMLA (Family Medical Leave Act) leave is unpaid, during any FMLA leave, wherever permitted by law, employees must use any accrued paid time off, including vacation leave, sick leave and any other time off. FMLA leave does not constitute a break in service for purposes of longevity, seniority or any employee benefit plan. If employees provide notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, Pinnacle may require employees to attempt to make such arrangements, subject to approval of the employee health care provider.

6.2.4 COMPASSIONATE LEAVE

BOARD APPROVED: January 2025

Compassionate leave is a policy that allows employees to take time off of work to deal with personal or family emergencies. Compassionate leave may be granted for reasons which could include: death of a family member, close friend or pet, serious illness or injury of a family member, miscarriage or stillbirth, family emergencies such as hospitalizations or accidents, funeral arrangements, childcare emergencies, being involved in or witnessing a traumatic event or being a victim of a crime. When requesting compassionate leave, employees will contact their principal/supervisor/CAO regarding process and approval. Compassionate leave may be granted per the discretion of the principal/supervisor/CAO relating to paid leave, duration of time and relevant documentation.

6.2.5 MATERNITY/PATERNITY POLICY

Full time employees may take six weeks of maternity/paternity leave after the birth of their child by utilizing the benefits afforded to full time employees through short-term disability. Each full time employee must use short-term disability in order to exercise their maternity/paternity leave. Employees will receive six weeks of maternity/paternity only and sick leave/personal days cannot be used to extend the six weeks without extenuating reasons documented by a physician and then only with approval by the CAO. All PTO must be used before short term disability is applied for.

6.2.6 SERVICE LEAVE

All employees will be eligible for military, jury duty, and public office leave pursuant to the state and federal laws.

6.2.7 PLANNED MEDICAL TREATMENT

When planning medical treatment, employees must consult with Pinnacle administration and make a reasonable effort to schedule treatment so as not to unduly disrupt the operations of the school. Medical treatment is subject to the approval of an employee health care provider. Employees must consult with Pinnacle prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both Pinnacle and the employee. When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, Pinnacle may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

6.2.8 EDUCATION ASSOCIATION LEAVE

Via request from the employee, the employee will be allowed unpaid leave for attending education association meetings.

6.3 EMPLOYEE REMUNERATION POLICIES

6.3.1 REMUNERATION

The employee will be paid on a twelve month semi-monthly pay period schedule where the employee's annual salary is divided by 24 pay periods. An employee's daily rate of compensation will be computed as the amount equal to the ratio of the employee's annual salary to the number of contracted school days. That is, the numerator is the annual salary divided by the denominator, the number of contracted school days. When the School is closed because of an act of nature or an event outside the control of the School, the Employee will be paid for the full time period the School is closed at the Employee's contracted salary rate provided the Employee performs an equivalent number of hours at another time during the School year.

An Employee whose employment contract is terminated prior to the completion of the current school year will receive all monies earned but unpaid on the first day of the following month on the next available payday.

Part-time hourly Employees are paid only for time actually worked and do not receive personal/sick leave. Full-time hourly employees earn five (5) paid personal/sick days per year and will follow the Personal/Sick Leave schedule in 6.2.1 PERSONAL/SICK LEAVE. Excessive absences from work may be grounds for termination. Hourly Employees will use the timekeeping system per HR guidelines.

Pay period options/direct deposit/pay days. Employees are required to have their checks direct-deposited into their bank account (See HR Director for the appropriate form). Paydays are on the 5th and 20th of each month.

Insurance Benefits. The founding full-time employees of the school will always have their health insurance paid 100% by the school as long as they are consecutively employed by Pinnacle. Upon retirement, administrator level personnel will receive five years of health, vision and dental insurance paid at 100%.

Pinnacle’s Teacher Salary Schedule

Board Approved May 2025

STEP #	BASE SALARY (Bachelor's Degree)	MANDATED LEGISLATIVE INCREASES	NEW BASE SALARY	BACHELOR'S DEGREE + 20 HRS (+ \$1,000)	MASTER'S DEGREE (+\$3,000)	MASTER'S DEGREE +20 HOURS (+\$4,000)
S1	\$46,000	\$5,646	\$51,646	add \$1,000	add \$3,000	add \$4,000
S2	\$46,650	\$5,646	\$52,296	add \$1,000	add \$3,000	add \$4,000
S3	\$47,300	\$5,646	\$52,946	add \$1,000	add \$3,000	add \$4,000
S4	\$47,950	\$5,646	\$53,596	add \$1,000	add \$3,000	add \$4,000
S5	\$48,600	\$5,646	\$54,246	add \$1,000	add \$3,000	add \$4,000
S6	\$49,250	\$5,646	\$54,896	add \$1,000	add \$3,000	add \$4,000
S7	\$49,900	\$5,646	\$55,546	add \$1,000	add \$3,000	add \$4,000
S8	\$50,550	\$5,646	\$56,196	add \$1,000	add \$3,000	add \$4,000
S9	\$51, 200	\$5,646	\$56,846	add \$1,000	add \$3,000	add \$4,000
S10	\$51,850	\$5,646	\$57,496	add \$1,000	add \$3,000	add \$4,000

NOTES:

- *BASE SALARY: \$4,946 increase includes \$1,446 from FY26 legislative increase + \$3,500 salary schedule increase). This includes the previous legislative adjustment of \$4,200.*
- *LEGISLATIVE INCREASES: Includes FY23 of \$4,200 (+\$1,800 benefits) and FY26 increase of \$1,446*
- *STEP INCREASE: +\$650*

Beginning teachers at Pinnacle start at Step 1 unless they come in with teaching experience, then they would be credited up to Step 4.

The type of endorsement and number of endorsements credited must be approved by Administration. As of the 2014-2015 school year, the only compensated endorsement in the Offer of Employment is Special Education. Teachers who have their schooling paid for by Pinnacle have the additional option of buying out time owed to the school, instead of accepting the salary increase (\$1,000 = 1 year). Teachers must complete training for re-licensure points every year to keep their license current. It is the teacher’s responsibility to keep track of re-licensure points. The State Office of Education Licensing Division sets criteria for approved training. List of fully acceptable renewal categories can be accessed at <https://www.schools.utah.gov/curr/licensing>.

6.3.2 CONTINUING EDUCATION PAYMENT/COMMITMENT

The Board shall pay teachers, teacher assistants, and other personnel as approved by the Board an amount of money, for any courses taken in any school year under this agreement, based on the following:

- All graduate and continuing education courses must be approved in advance by the CAO. Applicants for course prepay/reimbursement shall be notified within 14 days from receipt of request by the CAO whether approval has been granted.
- Prepayment for courses may occur if approved by the CAO. Reimbursement will be made no later than one month after submission of a transcript indicating the course has been completed with a minimum of a C and evidence of the tuition paid. The Transcript shall be submitted within 90 days of the course completion. Staff members must earn a grade of C or higher or must repay the full amount of tuition and fees paid(if prepayment was made by Pinnacle and within one month. Employees can have the payments deducted from their monthly paycheck. (Board Approved 5/2020)
- For every \$1,000 in education tuition reimbursement, Employee will owe Pinnacle one (1) full year of full-time employment (39 weeks @ 40 hours/week).
- shall the Employee leave Pinnacle before working to fulfill the full-time employment commitment, Employee will repay the balance of the amount reimbursed or paid by Pinnacle upon termination. The balance owed to Pinnacle will be paid in full within 30 days of termination.
- If an employee attends Western Governors University, they must complete at least 12 competency units per term. Pinnacle prefers 15 competency units, but 12 units is the minimum.
- The employee or staff member will complete the “Educational Tuition Reimbursement Agreement” prior to any educational monies being paid or reimbursed.

6.3.3 EMPLOYEE FEE AGREEMENT

Board Approved May 2020

Employees of Pinnacle agree that any fees (i.e., lunch fees, daycare fees, library fees, t-shirts/clothing fees, school trip fees, registration fees, activities fees, etc..) accrued by the employee will be automatically deducted from their paycheck unless paid for upfront. This agreement includes any fees and/or fines accrued or acquired under the terms of the offer of employment (contract employee). The employee understands that by signing this agreement, they will be subject to payment of all fees described above in full at the time of purchase or at the time of involuntary/voluntary termination. This agreement includes the use of Pinnacle’s credit cards. If receipts for purchase on the credit cards are not submitted with the credit card statement by the deadline set by the Business Manager, all charges will be deducted from their paycheck in full at time of purchase or at any time of involuntary/voluntary termination. If any purchase is deemed a non-school purchase, those purchases will be deducted with the same terms as stated above. Employees also understand that signing their offer of employment obligates them to uphold the terms of payment for fees and/or fines, as defined in their offer of employment and in the Pinnacle Code. All keys and key cards are the property of Pinnacle and must be returned upon request. If keys and key cards are lost and/or not returned upon request, the employee is subject to a \$700 rekeying fine. Employees and children are given the benefit of having the school pay for their lunches.

6.3.4 PAYROLL DEDUCTIONS

BOARD APPROVED: June 2021

Pinnacle employees may not have payroll deductions to cover union dues or for any political purposes.

6.3.5 TITLE 1 TIME AND EFFORTING REPORTING

TIME AND EFFORT REPORTING: Employees that are working in the Title I programs need to be aware of the policy and procedures required for Time and Effort certification and documentation. All employees that are identified as a Title I employee are required to sign and certify that they are aware of the time and effort requirements. Please see sample of documentation.

Time-and-Effort Reporting – Substitute System

State educational agencies (SEAs) are authorized to approve local educational agencies (LEAs) to use a substitute system for time-and-effort reporting in accordance with the following guidelines. In permitting an LEA to use the substitute system, the SEA must obtain from the LEA a management certification certifying that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additionally, the certification must include a full disclosure of any known deficiencies with the system or known challenges with implementing the substitute system. This certification may be used by auditors and SEA oversight personnel when conducting audits and sub-recipient monitoring of the substitute time- and-effort system.

System Guidelines

(1) To be eligible to document time and effort under the substitute system, employees must (a) currently work on a schedule that includes multiple activities or cost objectives that must be supported by monthly personnel activity reports, (b) work on specific activities or cost objectives based on a predetermined schedule; and (c) not work on multiple activities or cost objectives at the exact same time on their schedule.

(2) Under the substitute system, in lieu of personnel activity reports, eligible employees may support a distribution of their salaries and wages through documentation of an established work schedule that meets the standards under section (3). An acceptable work schedule may be in a style and format already used by an LEA.

(3) Employee schedules must (1) indicate the specific activity or cost objective that the employee worked on for each segment of the employee's schedule, (2) account for the total hours for which each employee is compensated during the period reflected on the employee's schedule; and (c) be certified at least semiannually and signed by the employee and a supervisory official having firsthand knowledge of the work performed by the employee.

(4) Any revisions to an employee's established schedule that continue for a prolonged period must be documented and certified in accordance with the requirements in section (3). The effective dates of any changes must be clearly indicated in the documentation provided.

(5) Any significant deviations from an employee's established schedule, that require the employee to work on multiple activities or cost objectives at the exact same time, including but not limited to lengthy, unanticipated schedule changes, must be documented by the employee using a personnel activity report that covers the period during which the deviations occurred. States shall put forth guidelines and examples for what constitutes a significant deviation from an employee's established schedule that would warrant an individual reverting to a personnel activity report.

6.3.6 ADDITIONAL ASSIGNMENTS FOR ADDITIONAL PAY

Occasionally, additional assignments for teachers are necessary for the completion of school goals and curriculum needs. The CAO/Secondary Principal or Elementary Principal will ask teachers to take on additional assignments as necessary and teachers will be compensated appropriately with additional pay for those extra assignments.

6.3.7 EMPLOYEE INSURANCE COVERAGE NOTIFICATION AGAINST LEGAL LIABILITY

Board Approved June 2021

Pinnacle Canyon Academy and its employees are covered for liability by The Utah State Risk Management Fund. Lawsuits are defended by the Litigation Division of the Utah Attorney General's Office. Utah State Risk Management Fund covers civil claims or a civil lawsuit for damages occurring during the performance of duties, within scope of employment, under color of authority. Under the Governmental Immunity Act of Utah you may have the right to have any lawsuit defended by an attorney at no cost to you, to have any claim settlement paid on your behalf and to have any judgment entered against you paid for you. Your rights to defense and payment of claims or judgments do not cover acts or omissions involving fraud, willful misconduct, impairment due to your use of alcohol or drugs, false testimony, child sexual abuse or special education. More information can be found at: <https://risk.utah.gov/wp-content/uploads/School-District-Legal-Liability-Information.pdf>

6.3.8 LICENSING OF MATERIAL DEVELOPED WITH PUBLIC EDUCATION FUNDS (R277-120)

If an employee of Pinnacle develops public education materials as part of the employee's employment, the public education materials shall be the property of the Board, subject to licensing in accordance with R277-120-3. Administration may share such materials developed with LEA funds through UEN, where appropriate, or through other appropriate means. Individuals or entities that share or adapt public education materials shall provide attribution to the Board, provide a link to the license, indicate if any changes were made to original materials, and will not indicate in any way that the Board endorses any adaptation of materials without express consent of the Board.

Administration may request a copy of shared or adapted public education materials provided to the Board. For public education materials developed with the LEA's funds, Pinnacle will share public education materials with a CC-BY license (a copyright license developed by Creative Commons) and such materials require attribution to Pinnacle. Pinnacle will not charge third parties for use of materials. Pinnacle reserves the right to review and approve materials developed by employees on contract time. Pinnacle requires employees to ask administration before sharing materials purchased with LEA funds or specifically licensed for LEA use. Pinnacle will not charge an educator in a Utah public school for use of materials developed with LEA funds. Educators may only share materials consistent with the Utah Professional Educator Standards (R277-217) and may not share materials that advocate illegal activities or in any way are inconsistent with the educator's legal and role model responsibilities.

6.3.9 PROHIBITING LEA AND THIRD PARTY PROVIDERS FROM OFFERING INCENTIVES (R277-417)

Pinnacle will not use public funds to provide incentives to students, parent or guardian, individual or group of individuals for enrollment in the LEA, participation in an LEA program, or a referral bonus for a student's enrollment in the LEA. Pinnacle will not use public funds to provide a disbursement to a student or a student's parent or guardian for curriculum exclusively selected by a parent, instruction not provided by the LEA, private lessons or classes not provided by an employee of the LEA or a third party provider, technology devices exclusively selected by a parent or other educational expense exclusively selected by a parent. Pinnacle may use public funds to provide to provide technology devices, curriculum or materials and supplies to a student if such material are available to all students enrolled in the LEA or program within the LEA or if authorized by the student's college and career readiness plan, IEP or section 504 accommodations or internet access for instructional purposes to a student. Pinnacle will ensure that equipment purchased or leased by the LEA or third party provider remains the property of

the LEA and is subject to the Pinnacle's asset policies.

6.3.10 SOFT CLOSURE COMPENSATION AND PROGRAM FUNDING PLAN

BOARD APPROVED: May 2020

Effective May 1, 2020 - June 30, 2020

The Pinnacle Canyon Academy Board of Directors may formally enact this policy and these procedures during school closures, extraordinary circumstances, and emergency situations. The Board shall make a formal declaration through a Board resolution to enact the provisions of this policy and these procedures. The Board may authorize compensation to employees during school closure and other *temporary* extraordinary circumstances--even though employees may not be able to perform work under the extraordinary circumstances in exchange for compensation.

Retroactive Implementation: The Board may enact this policy and these procedures retroactively at the Board's discretion.

Criteria for Paid Time Off

All of the following criteria must be met before paid time off during school closure or extraordinary circumstances can occur:

1. All reasonable alternatives have been explored and exhausted for gainful employment and work in relation to the employee's current position(s).
2. Pinnacle and the employee intend to continue employment to the end of the school year, after the school closure, or after the extraordinary conditions.
3. The employee has completed all possible training and professional development opportunities that are available online or through self-directed opportunities.
4. There are no other reasonable work opportunities available--including work opportunities in other programs.

Signed Statement of Eligibility & Time Clock Records

Records shall include a statement of eligibility that is signed by all of the following:

1. The employee
2. The employee's supervisor
3. The CAO (or designee)

Paid time off for each day shall be recorded in the time clock system separate from actual work time. Time to be paid must be approved in the time clock system by 1) the employee, and 2) the employee's supervising administrator.

Link: Suggested Form for Paid Time Off During School Closure & Extraordinary Circumstances

Management Plan & Schedule

The employee and supervisor shall create a management plan and schedule that articulates planned work time and planned paid time off through the covered time period. The management plan and schedule shall be signed by all of the following:

1. The employee
2. The employee's supervisor
3. The CAO (or designee)
4. The Payroll Specialist

Link: Example Management Plan & Schedule for the same paraprofessional working in both the Special Education & Reading programs

Compensation Expenditures Charged to Federal & State Grants & Programs

Compensation related expenditures for employees who qualify for paid time off in relation to this policy and these procedures shall be charged to the employee's regular position and program. This includes compensation related expenditures for Federal and State grants and programs. Only normal time associated with each program shall be charged to each program. This time shall be validated by a compensation agreement and/or actual work time trends that occurred *before* the school closure or extraordinary circumstances. Compensation shall be calculated based upon the normal average hours per day/week the employee worked *before* the school closure or extraordinary circumstances occurred. Compensation shall also be calculated based upon the employee's regular wage rate or salary.

Maximum Compensation: Compensation may not exceed the maximum amounts allowed in the agreed upon employment compensation agreement.

Example: If a paraprofessional agreed to a compensation agreement of 711 hours for the entire school year, compensation may not exceed 711 hours for the entire school year.

Example: If a paraprofessional agreed to a compensation agreement of 3.95 hours per day, compensation may not exceed 3.95 hours per day.

Compensation & Program Expenditures - Examples:

If a paraeducator paid for by 100% of IDEA funds was on a 3-1/2 hour per day schedule and works one hour in the interest of that program and students within that program during this situation, the paraeducator may be paid the full 3-1/2 hours from IDEA. The paraeducator *may not be paid* for additional time beyond the one hour s/he worked using this funding source *if s/he worked in another open program*. **Time worked in another program must be charged to the other program.**

If a paraeducator that is paid from state special education funds and s/he was working a 3-1/2 work schedule and works only one hour, the paraeducator may be paid the full amount of their schedule as long as their one hour of work was in the interest of the program and individual students within the program. **Time worked in another program must be charged to the other program.**

The CAO shall provide a report to the Board of Directors. The report shall include a list of all employees receiving paid time off under this policy and these procedures.

Pinnacle is an Equal Opportunity Employer. Beaver County School District ensures equal employment opportunities regardless of race, creed, gender, color, national origin, religion, age, sexual orientation, disability or on any other basis required by law

Fact Sheet - Department of Education

USBE Guidance - Email

Deseret News: Utah K-12 school buildings closed to students for rest of academic year

Utah State Board of Education: Extended School "Soft Closure" Frequently Asked Questions (FAQs)

Coronavirus (COVID-19) Information and Resources

6.3.11 SALARY SUPPLEMENT FOR HIGHLY NEEDED EDUCATORS (SHiNE) 53F-2-504

BOARD APPROVED: October 28, 2025

1) As used in this section:

(a) "**Eligible teacher**" means a teacher who:

(i) has a qualifying assignment;

(ii) qualifies for the teacher's assignment in accordance with an LEA's policy described in Subsection (2); and

- (iii) (A) is a new employee; or
(B) has not received an unsatisfactory rating on the teacher's three most recent evaluations.

(b) "**High-needs area**" means at least two and up to five teaching assignments that an LEA designates in a policy as challenging to fill or retain.

(c) "**Program**" means the Salary Supplement for Highly Needed Educators program.

(d) "**Qualifying assignment**" means a teacher who is assigned to a high-needs area.

- (2) Pinnacle administration will meet annually to assess Highly Needed Educators and the amount of the salary supplement. Teachers can appeal to administration if they did not receive a salary supplement if they have a teaching assignment that is substantially equivalent to a high-needs area. Teachers who are appeals must provide transcripts and other documentation to administration so that an eligibility determination can be made. Administration or designee will review the documentation for each eligible teacher and will verify accuracy to establish the list of eligible teachers who will be awarded the salary supplement.
- (3) Following the state board's allocation of funding for the Salary Supplements for Highly Needed Educators, Pinnacle will distribute funds to eligible teachers per the state guidelines as determined in 53F-2-504, section 3a-c. Pinnacle shall include employer-paid benefits in the amount of each salary supplement. Employer-paid benefits are an addition to the salary supplement amount established by Pinnacle. The salary supplement is part of an eligible teacher's base pay, subject to the eligible teacher's qualification as an eligible teacher every year, semester, or quarter.
- (4) Pinnacle may increase the amount of funds provided to Pinnacle's teachers under the program if it first ensures proper distribution of funds the LEA receives under the program to the LEA's teachers; and experiences a carry forward or leftover balance.