

**Alternative 2 Form**

Notice of Salary Payments for Ten-Month Employees

[This form should be used by districts that require annualized payment of salary to employees.]

**WRITTEN NOTICE OF HOW 10-MONTH EMPLOYEES ARE TO BE PAID**

[The School District may provide a copy of this document before the beginning of the work period for the \_\_\_\_\_ school year to all school employees who work fewer than 12 months and are required to be paid over 12 months.]

This letter notifies \_\_\_\_\_ (name of school employee) that the Snake River School District #52 requires that you be paid your annual salary over 12 months regardless of the fact that you will actually work over a shorter time period. Specifically you will receive [School District will choose one]:

12 equal monthly payments of \$\_\_\_\_\_ (dollar amount of each payment) beginning on \_\_\_\_\_ (date).

**OR**

24 equal bi-monthly payments (or 26 equal payments every 2 weeks) of \$\_\_\_\_\_ (dollar amount of each payment) beginning on \_\_\_\_\_ (date)

**OR**

Equal monthly payments of \$\_\_\_\_\_ (dollar amount of each payment) beginning on \_\_\_\_\_ (date), or on the date specified in any applicable collective bargaining agreement, with a final single lump sum payment of \$ \_\_\_\_\_ (dollar amount of the lump sum payment) in June encompassing all remaining payments due for June, July, and August or the final 3 months of the 12-month payment period

**OR**

Equal bi-monthly payments \$\_\_\_\_\_ (dollar amount of each payment) beginning on \_\_\_\_\_ (date), or on the date specified in any applicable collective bargaining agreement, with a final single lump sum payment of \$ \_\_\_\_\_ (dollar amount of the lump sum payment) in June encompassing all remaining payments due for June, July, and August or the final 3 months of the 12-month payment period

**[If the employer or the collective bargaining agreement allows, the employee may have other options for how the salary will be paid out, and the written notice should be drafted to permit the employee to elect to utilize these options.]**

If I am scheduled to receive payments in a form that includes a lump sum payment in June encompassing all remaining payments due for June, July, and August or the final 3 months of the 12-month payment period, the employer shall retain full discretion to pay the amount of this lump sum in the form of equal monthly or bi-monthly payments over the final 3 months of the 12-month payment period.

In the event a separation from service occurs before the end of the 12-month payment period, I will be entitled to an additional payment for the amount I have actually earned from the beginning of the 12-month pay period until the date of my separation from service, but which has not yet been paid. This additional payment will be included in my final paycheck. For this purpose, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.