

Paid Time off During School Closure & Extraordinary Circumstances

Effective May 1, 2020 - June 30, 2020

The Governing Board of Education may formally enact this policy and these procedures during school closures, extraordinary circumstances, and emergency situations. The Governing Board shall make a formal declaration through a Board resolution to enact the provisions of this policy and these procedures.

The Governing Board may authorize compensation to employees during school closure and other *temporary* extraordinary circumstances--even though employees may not be able to perform work 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. The School and the employee intend to continue employment after the school closure or the extraordinary conditions.
3. The employee has completed all possible training and professional development opportunities that can be conducted online or through self-directed opportunities.
4. There are no other reasonable work opportunities available--including work opportunities in other programs.

Records, Signed Statements, & Form:

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 school director

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

Compensation Expenditures Charted 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

1. 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.**

2. 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.**

LEA Report to the Board of Education

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

Equal Opportunity Statement

Bear River Charter School is an Equal Opportunity Employer. The school 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.