

UINTAH SCHOOL DISTRICT POLICY ACTION REVIEW

1st Reading	5/13/20	New	X
2nd Reading	5/13/20	Revised	
Approved	5/13/20	Substitute	

004.1000 PAID TIME OFF DURING SCHOOL CLOSURE AND EXTRAORDINARY CIRCUMSTANCES

NEW POLICY

1.0 Board of Education Declaration and Resolution

- 1.1 The District's Board of Education may formally implement this policy and these procedures during school closures, extraordinary circumstances, and emergency situations. The Board of Education shall make a formal declaration through a Board resolution or motion to implement the provisions of this policy and these procedures.
- 1.2 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.

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

3.0 Criteria for Paid Time Off:

- 3.1 Unless otherwise required by law, all of the following criteria must be met before paid time off during school closure or extraordinary circumstances can occur:
 - 3.1.1 All reasonable alternatives have been explored and exhausted for gainful employment and work in relation to the employee's current position(s).
 - 3.1.2 The District and the employee intend to continue employment to the end of the school year, after the school closure, or after the extraordinary conditions.
 - 3.1.3 The employee has completed all possible training and professional development opportunities that are available online or through self-directed opportunities.

4.0 Signed Statement of Eligibility for Salary, Hourly and Voucher Employees:

- 4.1 Records shall include a statement of eligibility that is signed by all of the following:
 - 4.1.1 The employee
 - 4.1.2 The employee's supervisor
 - 4.1.3 The Superintendent (or designee)
- 4.2 Paid time off for each day shall be recorded and approved separate from time worked by the following:
 - 4.2.1 the employee, and
 - 4.2.2 the employee's supervising administrator.

5.0 Compensation Expenditures Charged to Federal & State Grants & Programs:

5.1 Expenditures for employees who qualify for compensation 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.

5.1.1 Only normal expectation of paid 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.

5.1.2 For employees with varying schedules, compensation shall be calculated based on scheduled hours and/or the average hours worked over 6-month lookback, before the closure/event occurred. Compensation shall also be calculated based upon the employee's regular wage rate or salary.

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

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

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

7.0 Compensation and Program Expenditures-Examples:

7.1 If a paraeducator that is paid for by 100% by a Federal Program 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 that specific Federal Program. The paraeducator *may not be paid* for additional time worked outside that program. **Time worked in another program must be charged to the other program.**

7.2 If a paraeducator that is paid from specific state 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 that state program and individual students within the program. **Time worked in another program must be charged to the other program.**

8.0 **Equal Opportunity Statement:** Uintah School District is an Equal Opportunity Employer. Uintah 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.

9.0 References:

9.1 [Fact Sheet - Department of Education](#)

9.2 [USB E Guidance - Email](#)

9.3 Utah State Board of Education:

9.4 [Extended School "Soft Closure" Frequently Asked Questions \(FAQs\)](#)

9.5 [Coronavirus \(COVID-19\) Information and Resources](#)