



Document Name:	Employee Pay During School Closure / Extenuating Circumstances
First Approved Date:	April 22, 2020
Latest Approved Date:	
Version Number:	1

1.1 Enactment of Policy

Wasatch Charter School's Governing Board ("Board") may elect to formally enact this policy and these procedures during school closures, extraordinary circumstances, and emergency situations. In such cases, 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 extraordinary compensation ("Extraordinary Compensation") to employees who are not otherwise eligible for paid time off during a school closure and other *temporary* extraordinary circumstances, even though such employees may not be able to perform work under the extraordinary circumstances in exchange for compensation.

1.2 Retroactive Implementation

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

1.3 Eligibility for Extraordinary Compensation

Extraordinary Compensation shall be made available to employees who are not otherwise available for paid time off during extraordinary circumstances or a school closure if all of the following criteria are met:

1. All reasonable alternatives have been explored and exhausted for gainful employment and work in relation to the employee's current position(s).
2. All reasonable alternatives for other employment outside of the employee's typical responsibilities (within reason) have been explored, and employee has availed him/herself of these opportunities.

3. The employee intends to continue employment to the end of the school year or after the school closure or the extraordinary conditions, and the School does not have intentions of terminating employment for disciplinary reasons.
4. The employee has completed all possible training and professional development opportunities that are provided by the School as an alternative to work experience online or through self-directed opportunities.
5. There are no other reasonable work opportunities available--including work opportunities in other programs.

The Board in its discretion may elect to terminate Extraordinary Compensation in the event that state or federal funding is suspended or impacted during the school closure or extraordinary circumstances.

1.4 Compensation Rates

Employees who are eligible for Extraordinary Compensation shall receive compensation at their typical rate of pay, calculated as set forth in this policy. The employee and supervisor may create a plan and schedule that articulates planned work time and planned paid time off through the covered time period, to the extent that it is feasible to predict hours and workload.

Extraordinary Compensation shall be calculated based upon the normal average hours per day/week the employee worked before the school closure or extraordinary circumstances occurred. Extraordinary Compensation shall also be calculated based upon the employee's regular wage rate or salary. Employees may be able to work additional hours beyond their typical weekly hours at their typical hourly rate, with Supervisor and Director approval, as desired when additional work is available during a school closure or other temporary extraordinary event. Employees who work hours in excess of their typical weekly hours will not receive Extraordinary Compensation. Working additional hours during such a temporary period shall not be grounds for eligibility for benefits, if not part of an employee's original employment offer / contract.

1.5 Documentation

Employee, employee's immediate Supervisor, and the School Director shall sign a statement attesting that the above conditions have been met.

The payroll administrator shall maintain a record of actual hours worked and hours paid as Extraordinary Compensation for all employees who complete this documentation. Additional Extraordinary Compensation hours must be approved by the School's Director.

1.6 Accounting

Compensation related expenditures for employees who qualify for Extraordinary Compensation under this policy 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.

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.**

1.7 Reporting



The School Director shall provide a report to the Board at the conclusion of the school closure or extraordinary circumstance. The report shall include a list of all employees receiving Extraordinary Compensation under this policy and these procedures.

1.8 Form

DOCUMENTATION OF PAID TIME OFF

During School Closure or Other Extraordinary Circumstances

I certify that the following conditions exist with my position:

1. All reasonable alternatives have been explored and exhausted for gainful employment and work in relation to the employee's current position(s).
2. All reasonable alternatives for other employment outside of the employee's typical responsibilities have been explored, and employee has availed him/herself of these opportunities.
3. The employee intends to continue employment to the end of the school year or after the school closure or the extraordinary conditions, and the School does not have intentions of terminating employment for disciplinary reasons.
4. The employee has completed all possible training and professional development opportunities that are provided by the School as an alternative to work experience online or through self-directed opportunities.



5. There are no other reasonable work opportunities available--including work opportunities in other programs.

Extraordinary Compensation shall be calculated based upon the average hours per day/week the employee worked just prior to the school closure or extraordinary circumstances occurred.

Nothing herein is intended to alter the at-will nature of employee's employment or to provide a guarantee of employment.

Employee Name (Please Print)

Employee Signature / Date

Director Name

Director's Signature / Date

I agree to implement and be paid according to the following plan.

Normal Position	Normal average hours per week	Normal Pay Rate	Normal Compensation / pay period

Temporary Position / Responsibilities	Anticipated average hours per week	Pay Rate (must be the same as Normal)	Projected hours of PTO / pay period