Educational Service Unit Number 2 (“ESU 2”) anticipates that it may need to temporarily close its operations at some point for health and safety reasons; and, if ESU 2 closes on a temporary basis, then ESU 2 employees who work on an hourly and/or non-exempt basis will not be able to work at ESU 2; and

It is in the best interests of ESU 2 to pay ESU 2’s hourly and/or non-exempt employees while ESU 2 is temporarily closed for a variety of reasons, namely: to ensure that said ESU 2 employees do not leave employment during the temporary closure, to avoid the spread of any illness to other employees, for staff morale, and for other legitimate reasons.

In the event of the temporary closure of ESU 2, the ESU 2 Administrator is hereby authorized to pay ESU 2 hourly and/or non-exempt employees in an amount not to exceed such employee’s customary and regular pay, for up to four (4) weeks. If ESU 2 operations continue to be closed after four (4) weeks, then the Board shall reconvene and determine what authority, if any, the ESU 2 Administrator has to continue paying ESU 2 hourly and/or non-exempt employees during the temporary closure.

In exchange for the Pay for Closed Day, the Employee agrees that ESU 2 may schedule additional workdays in which the Employee will receive no compensation. These additional workdays will not require the Employee to work more hours than the Employee was scheduled to work on a Closed Day. If the Employee receives Pay for Closed Day and the Employee does not (for whatever reason) work the additional workdays, then the Employee hereby authorizes ESU 2 to deduct such pay from the Employee’s final paycheck.

The above Resolution having been consented to by a majority of the quorum of the Board, it was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings law.

Date of Adoption: 03/16/2020

Date of Review: 09/16/2024

Date of Revision: