

Board of Education Special Meeting
Monday, March 30, 2020 4:00 PM

Via Video Conferencing
1501 Front Street
Henderson, NE 68371-8929

Agenda

1. Preliminary Procedures
 - Join virtual meeting
 - Open Meetings Act
 1. Call to Order
 2. Public Notice of the Meeting
 3. Roll Call
2. Public Comments on Agenda Items
3. Public Comments on Topics Not on the Agenda
4. New Business
 1. Work agreement for classified staff during school closure
5. Adjournment

WORK AGREEMENT

_____ (the “Employee”) and Heartland Community Schools (the “School”) hereby enter into this Agreement on the following terms and conditions:

WHEREAS, on March 13, 2020, a state of emergency was declared by the Governor in the State of Nebraska as a result of the impacts of the national pandemic resulting from COVID-19; and

WHEREAS, on March 18, 2020, based in part on the recommendation of federal, state and local leaders and health officials, the School ceased holding classes within its school facilities and otherwise closed its facilities to the general public for health and safety reasons related to the COVID-19 pandemic; and

WHEREAS, during such closure, the Employee is not entitled to be paid for work that the Employee does not actually perform for the School; and

WHEREAS, in order to continue paying the Employee during such closure, the School and Employee desire to enter into this Agreement to address the Employee’s compensation and work condition.

NOW THEREFORE, in consideration of the following, the School and Employee agree that:

1. For each School workday that the School’s facilities are closed for the reasons stated herein (a “Closed Day”), the Employee shall be available in an “on-call” capacity during regular School work hours (“On-Call Period”). The Superintendent of Schools may, on not less than 12 hours’ notice, call the Employee in to work during the On-Call Period. The Superintendent of Schools, or designee, in his or her discretion may determine the number of hours the Employee shall work and may assign any work task to the Employee notwithstanding the Employee’s job title or job description.

2. For each Closed Day, the Employee will be paid as follows: (a) for regular work at the School, 100% of the Employee’s regular hourly rate for the number of hours that the Employee actually works during an On-Call Period (“Regular Pay”), and (b) for on-call capacity, 100% of the Employee’s regular hourly rate for the number of hours that the Employee was in the normal course of business scheduled to work on such workday minus the actual hours the Employee works that workday (“On-Call Pay”).

3. In exchange for any On-Call Pay, the Employee agrees as follows: (a) the Employee will be available to work for the School in the Employee’s regular job capacity once the School’s facilities are reopened for regular business, subject to circumstances beyond the reasonable control of the Employee; and (b) for each hour of On-Call Pay, the School may schedule regular workdays in which the Employee will receive no compensation of any kind once the School’s facilities are reopened for regular business. If the Employee receives On-Call Pay for a Closed Day and the Employee does not (for whatever reason) work regular workdays once the

School's facilities are reopened for regular business, then the Employee hereby authorizes the School to deduct such On-Call Pay from the Employee's final paycheck.

4. The Superintendent shall schedule the additional workdays and will do so in his discretion. The Superintendent need not consult the Employee in scheduling the additional workdays.

5. Nothing herein shall create any contract rights for continued employment with the School and the Employee shall remain an "at-will" employee.

DATED this ____ day of _____, 2020.

Employee

Authorized District Representative