

EMERGENCY BOARD MEETING

Friday, March 20, 2020 7:00 PM

HS CONFERENCE ROOM

705 N 9th St

Arlington, Nebraska 68002

1. Emergency Meeting Called to Order and Roll Call
 1. Pledge of Allegiance
2. Agenda Item(s)
 1. Discuss, Consider, and Take Necessary Action to Adopt Return to Work Agreement with Classified Staff Due to COVID-19 Outbreak.
3. Adjourn

RETURN TO WORK AGREEMENT IN EXCHANGE FOR LEAVE DURING COVID-19 CLOSURE

This Agreement is made by and between Arlington Public Schools, (Washington County School District 24), referred to herein as the "District," and _____, referred to herein as the "Employee."

WHEREAS, the District has closed or will soon be closing due to the outbreak of COVID-19 within the District;

WHEREAS, the District employs the Employee pursuant to a work agreement and/or employment terms contained in District policy;

WHEREAS, the District needs quality non-instructional staff to be able to function and serve students, and those staff are difficult to recruit, retain, and train;

WITNESSETH, as the result of the District's closure due to COVID-19 and the interest of the parties to minimize its transmission, protect students and the public, and ensure that employees affected by a school closure return to service with the District afterwards, the parties agree as follows:

- 1. School Closure.** The District will be closed for a definite or indefinite period of time.
- 2. Return to Work.** The Employee is employed on an "at will" basis and could resign from his or her position at any time, without any reason, to pursue other employment or interests. In exchange for the benefits provided to the Employee by this Agreement, the Employee agrees that during the term of the District closure:
 - a.** The Employee will not resign his or her position with the District;
 - b.** The Employee will not seek other employment;
 - c.** The Employee will be available and will report to work during the closure, and agrees to work any duties assigned to them during the closure, at any times they would otherwise be expected to be performing their duties outside of the closure;
 - d.** The Employee agrees to return and perform all duties for the District for a period of at least six (6) months, unless otherwise allowed to resign or terminated by the Superintendent.

- 3. Payments During Closure.** In exchange for the Employee's promises in this Agreement, the District agrees to provide the following to the Employee.

 - a.** The District will provide full paid leave at the Employee's regular rate and expected hours, but not for any regular overtime, during the closure;
- 4. Deductions.** Any payment made pursuant to this contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act.
- 5. Repayment.** If the Employee does not return to work for the District for at least the next six (6) months, the Employee agrees that the Employer may deduct from the Employee's pay any amounts paid pursuant to this Agreement and may recover any payments made pursuant to this Agreement by any other means available by law.
- 6. Other Applicable Leave.** Employees who take leave pursuant to this Agreement and who also qualify for state or federal leave, including FMLA leave, are subject to the requirements of the school district's policy and federal.
- 7. Policies, Rules and Regulations.** The Employee agrees comply with all of the District's procedural requirements to request and be granted leave.
- 8. Continued At-Will Employment.** The Employee is employed on an "at-will" basis. Regardless of any benefit or payment conferred by this Agreement, it creates no property right in continuing employment. and the Employee's employment may be terminated by the District for any lawful reason, including for any misuse of the leave or payments provided herein.
- 9. Length of Agreement.** The terms of this Agreement shall remain in effect and supplement the other terms and conditions of the Employee's employment until the sooner of: (a) the conclusion of the 2019-2020 contract year; or (b) the school district receives notification from the Nebraska Commissioner of Education COVID-19 transmission no longer poses a public health risk to the District's population.

Employee

Executed on _____, 2020.

Superintendent

Executed on _____, 2020.