

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

**Leadership and Professional Development Center
701 W Wetmore Road
Tucson, AZ 85705**

Tuesday, March 24, 2020

5:30 PM

AMPHITHEATER PUBLIC SCHOOLS

MISSION

To empower all students to become contributing members of society equipped with the skills, knowledge, and values necessary to meet the challenges of a changing world.

We Believe

- ❖ ***All students can learn and achieve.***
- ❖ ***Everyone has unique strengths, talents, and needs.***
- ❖ ***All students and staff should be responsible for and dedicated to educational excellence.***
- ❖ ***Education requires cooperation, honesty, and respect among the students, parents, staff, school, and community.***
- ❖ ***The school community deserves a safe and caring environment.***
- ❖ ***Our actions reflect our values and our dedication to meeting student needs fairly and equitably.***
- ❖ ***Ample resources are essential to accomplish the Mission.***

We Value

achievement, caring, creativity, curiosity, diligence, diversity, fairness, honesty, kindness, respectfulness, responsibility and service to the community.

AGENDA*

Amphitheater is complying with the Governor's Executive Order and exercising safe social distance for this Board meeting and may have Board Members appear at the meeting through technological means. This meeting will be streamed live for the public online. The link for the meeting will be posted on the day of the meeting on the district's website, www.amphi.com.

In the interest of public health and safety, at this time anyone wishing to address the Board during the Call to the Audience may submit a written statement of no more than 3 minutes in length when read aloud. Public comments may be emailed to ksmith@amphi.com and will be read during the Call to the Audience as long as time permits. These must be received 24 hours before the start of the Board meeting. Persons present at the Board meeting (limited seating) may also complete a form to speak to the Board. Attendees will be required to wear a face covering/mask, upon entering and during the meeting. Attendees' temperatures will be taken, and social distancing among attendees is required.

* The Governing Board may meet in executive session concerning any item on this agenda for purpose of consultation with legal counsel, pursuant to A.R.S. § 38-431.03(A)(3). Rules of Order that apply to Governing Board meetings may be suspended by a vote of the majority of the Board. One or more Governing Board members may attend by electronic means.

¹ Persons interested in addressing the Governing Board must complete and submit a form available from the Governing Board secretary. Procedures for addressing the Board are outlined on the form.

² Information items are for discussion only; no action will be taken.

³ Details are available in the offices of the Associate Superintendents, Associate to Superintendent, and Chief Financial Officer.

⁴ Study session items are for discussion only; no action will be taken

We apologize in advance for any unforeseeable difficulties and ask for your patience as we navigate unprecedented conditions.

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K. Approval of Intergovernmental Agreement with the City of Tucson for School Safety Grant-Funded School Resource Officer Positions at Amphitheater High School, Amphitheater Middle School and Prince Elementary	33
2. <u>ACTION</u>	
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3. <u>EXECUTIVE SESSION</u>	
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2. Discussion or Consultation for Legal Advice with the Attorney or Attorneys of the Public Body Pursuant to A.R.S. §38-431.03(A)(3) and	
3. Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Regarding the Salaries, Salary Schedules or Compensation Paid in the Form of Fringe Benefits of Employees of The Public Body Pursuant to A.R.S. §38-431.03(A)(5).	

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting in the Records Department (Room 114), Wetmore Center, 701 West Wetmore Road, Tucson, Arizona. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible.

If you are in need of special accommodations, please call the Governing Board office: (520) 696-5158

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⁴ Study session items are for discussion only; no action will be taken



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: March 24, 2020

TITLE: Approval of Appointment of Non-Administrative Personnel

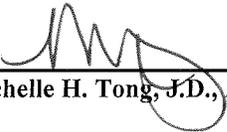
BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of March 11, 2020.

RECOMMENDATION:

It is the recommendation of the Administration that the appointment(s) be approved as presented.

INITIATED BY:


Michelle H. Tong, J.D., Associate to the Superintendent

Date: March 11, 2020


Todd A. Jaeger, J.D., Superintendent

3/24/2020

**GOVERNING BOARD MEETING
APPOINTMENTS**

EXHIBIT - 1

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	CERTIFIED	RECOMMENDED BY	COMMENT
Ayers	Nathan	Teacher - Social Studies	CT	Amphi Middle School	CTT-MA	7 years	New	True	Mrs. Wichers	*
Hicken	Leslie	Teacher - Social Studies	CT	Amphi Middle School	CTT-MA	0 years	New	True	Mrs. Wichers	*
LaRock	Angela	Teacher - Kindergarten	CT	Walker Elementary	CTT-MA	5 years	New	True	Mr. Trimble	*
Mejia Lopez	Gabriela	Teacher - Grade 4	CT	Prince Elementary	CTT-BA	0 years	Replacement		Ms. Shebar	*
Shepard	Andrea	Librarian	CT	Wilson K-8 School	LIB-MA	5 years	Replacement		Mrs. Sullivan	*
Wilmoth	Mikaela	Teacher - Music	CT	Prince Elementary	CTT-BA	4 years	New		Ms. Shebar	*
Clausen	Candace	Bus Driver Trainee	CL	Transportation	A	N/A	New			
Daigle	Seleste	Campus Monitor	CL	Keeling Elementary	A	N/A	Replacement			
Konishi	Kristin	Clerk II	CL	Copper Creek Elementary	C	N/A	Replacement			
Konishi	Kristin	Clerk II	CL	Copper Creek Elementary	C	N/A	Replacement			
Morales	Maggie	Instructional Aide - Classroom	CL	Rio Vista Elementary	B	N/A	New			

*	2020-2021 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

03/24/2020
GOVERNING BOARD MEETING
APPOINTMENTS

EXHIBIT 1
Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Arneson	Elizabeth		CT		02/28/2020	
David	Melanie		CT		03/09/2020	
VanDeventer	Warren		CT		03/05/2020	

AD Administrative
PR Professional
CT Certified
CL Classified



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Approval of Personnel Changes**

BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of March 23, 2020.

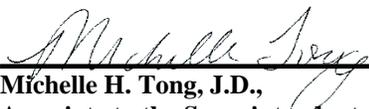
The following GEAR UP associated job descriptions are being presented:

- GEAR UP Coach
- GEAR UP Assistant

RECOMMENDATION:

It is the recommendation of the Administration that the personnel changes be approved as presented.

INITIATED BY:


Michelle H. Tong, J.D.,
Associate to the Superintendent and Legal Counsel

Date: March 23, 2020


Todd A. Jaeger, J.D., Superintendent

3/24/2020

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

EXHIBIT - 2

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Harding	Kevin	Teacher - CTE	CT	Amphi High School	Transfer	CTT-BA	1 year	
Lopez	Ann	Custodian I	CL	Coronado K-8 School	Transfer	D	N/A	
Toothman	Luke	Special Education Teaching Ass	CL	Amphi Middle School	Rehire	E	N/A	
Amedeo	Keri	ADDN - AZELLA Testing	ADCT	Federal/State Programs	Addendum			\$30.00 per hour
Arredondo	Mateo	Coach - Track Head MS	ADCT	Amphi Middle School	Addendum			\$1700.00
Beuthin	Kevin	ADDN - Curriculum Developer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Chavez	Jose	Coach - 4th Q. Extracurricular A	ADCT	Amphi Middle School	Addendum			\$2000.00
Coleman	Kathleen	Coach - 4th Q. Interscholastic S	ADCT	Amphi Middle School	Addendum			\$500.00
Floyd	Katherine	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Gerik	Morgan	ADDN - Curriculum Developer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Guymon	Kate	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Haskell	Joseph	ADDN - Curriculum Developer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Haskins	Shannon	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum			\$700.00
Kipley	Kayla	ADDN - Curriculum Developer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Kuhn	Brandon	Coach - Baseball Head HS	ADCT	Amphi High School	Addendum			\$3000.00
Lange	Brockton	ADDN - Curriculum Developer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Lange	Brockton	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Lange	Brockton	ADDN - School Support Team	ADCT	Amphi High School	Addendum			\$20.00 per hour
Lawrence	Mia	ADDN - Essential Recruit Stipen	ADCT	Mesa Verde Elementary	Addendum			\$1030.24
Lortie	Sarah	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour

*	2020-2021 School Year					ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position					CT-AD	Certified Administrative
Correction	Correction to contract					CT	Certified
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative
Demotion	Voluntary demotion					CL	Classified
Extension	End date being extended					PR	Professional
Increase FTE	Increase in hours/contract					EL	Elementary
Promotion	Employee receiving a promotion to another position					MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration					HS	High School
Status Change	Employee changing status (i.e. short term to career)						
Temporary	Employee working for a limited period of time						
Transfer	Employee moving from one position to another						

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

EXHIBIT - 2

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
McDole	Kimberly	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Mercilliot	Melissa	Teacher - Art	ADCT	Amphi Middle School	Correction	CTT-BA	N/A	\$3927.59
Millerd	Lisa	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Murrell	Marley	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Parker	Amber	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Pearsall	Zakary	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Pincus	Mark	Coach - HS Winter Interscholast	ADCT	Ironwood Ridge High	Addendum			\$2850.00
Powell	Lisa	Coach - Volleyball Head MS	ADCT	Amphi Middle School	Addendum			\$1700.00
Pye	Andragayle	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Queiruga	Jennifer	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Ramsey	Julie	ADDN - School Support Team	ADCT	Amphi High School	Addendum			\$20.00 per hour
Ramsey	Julie	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Roodvoets	Jessica	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Rossi	Eric	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum			\$25.00 per hour
Schleicher	Katrina	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum			\$700.00
Smith	Shawn	Coach - Baseball Assistant HS	ADCT	Amphi High School	Addendum			\$2400.00
Smith	Alexander	Coach - 4th Q. Extracurricular A	ADCT	Wilson K-8 School	Addendum			\$2000.00
Spillane	Mamie	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Tarbet	Jeremy	Teacher - CTE	ADCT	CDO High School	Addendum			\$29.27 per hour
Thornburg	Ryan	Coach - Tennis Head HS	ADCT	Amphi High School	Addendum			\$2600.00
Vasquez	Rey	Coach - 4th Q. Interscholastic S	ADCT	Wilson K-8 School	Addendum			\$500.00
Walker	Jennifer	ADDN - School Support Team	ADCT	Amphi High School	Addendum			\$20.00 per hour

*	2020-2021 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Demotion	Voluntary demotion	CL	Classified
Extension	End date being extended	PR	Professional
Increase FTE	Increase in hours/contract	EL	Elementary
Promotion	Employee receiving a promotion to another position	MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration	HS	High School
Status Change	Employee changing status (i.e. short term to career)		
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

EXHIBIT - 2

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Watson	Laura	Coach - Softball Head HS	ADCT	Amphi High School	Addendum		\$3000.00	
Watson	Forrest	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Williams	Susan Kelley	Coach - Tennis Assistant HS	ADCT	Ironwood Ridge High	Addendum		\$2400.00	
Wolf	Robert	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Wolf	Amber	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Young	Robert	ADDN - Curriculum Developmer	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Lundy	Bonny	Library Media Technician I	ADCL	Ironwood Ridge High	Added Duty		\$12.00 per hour	
Trent	Starr Angel	Library Media Technician I	ADCL	Ironwood Ridge High	Added Duty		\$14.70 per hour	

*	2020-2021 School Year					ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position					CT-AD	Certified Administrative
Correction	Correction to contract					CT	Certified
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Reassignment	Employee moving to another position at the direction of the administration					HS	High School
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GEAR UP COACH

QUALIFICATIONS

A. REQUIRED

- Bachelor's degree in counseling, social work, child development, education or related field
- At least one year of experience working with high school students
- Successful experience in student support role(s)
- Knowledge of secondary education requirements
- Knowledge of postsecondary education options, application procedures and admission requirements
- Knowledge of financial aid and scholarship opportunities and application processes
- Strong ability to communicate with students, parents, and school staff verbally and in written form
- Excellent program coordination skills, including demonstrated record of completing tasks in a timely manner on with budget constraints
- Excellent organizational, training and presentation skills
- Skills in monitoring data
- Aptitude for fostering positive relationships

B. DESIRED

- Master's degree
- Valid Arizona Teaching Certificate and/or Valid Arizona Administrative Certificate
- Spanish language ability
- Experience managing a grant funded program

SUMMARY

Arizona GEAR UP 2019-26 is a project of Northern Arizona University (NAU) is made possible by a multi-year, multi-million dollar federal grant and contributions from partner organizations. Structured under the College of Education, project administration resides with a State GEAR UP Office in Phoenix.

The purpose of GEAR UP, as authorized by Congress under the Higher Education Opportunity Act, is to help level the playing field on college access for low-income students.

This is a professional student-support position responsible for managing the delivery and implementation of core interventions and services, for students and their families, as outlined in annual school-specific GEAR UP work plans and budgets. GEAR UP Coaches execute the plans and develop the types of trusting relationships with students and families that have been shown to foster student success. The position may include some supervisory responsibilities. GEAR UP stands for *Gaining Early Awareness and Readiness for Undergraduate Programs*

and is a federally funded partnership between Northern Arizona University and Amphitheater Public School District.

In conjunction with NAU/GEAR UP administrators, and the School GEAR UP Task Force, the GEAR UP Coach works to ensure that the terms specified in the subcontract between NAU and the school district are met. As an advocate for GEAR UP students, the GEAR UP Coach is a leader within the school whose primary job is to promote:

- Students' successful academic performance and preparation for each educational transition
- Increased educational expectations for postsecondary education
- Students' successful completion of high school
- Students' academic, financial, and social preparation for postsecondary educational opportunities
- Students' and parents' knowledge of postsecondary options

Reports to: School Administrator

ESSENTIAL FUNCTIONS

- Orient parents, students, faculty, and staff to GEAR UP and raise awareness of the benefits of postsecondary education among school personnel, parents, and the community at large
- Serve as a college planning resource for teachers, educators, counselors and parents
- Monitor GEAR UP student grades, attendance and transcripts to promote on-time promotion and graduation and completion of appropriate rigorous coursework
- Serve as member of local GEAR UP Task Force
- Meet with students to facilitate Postsecondary Educational Planning Sessions (PEPS) annually, according to AZ GEARUP Minimum Standards
- Develop, implement and/or enhance parent workshops
- Coordinate academic year college visits for students
- Support the administration of the ACT to 11th graders
- Supplement and coordinate school mentoring/tutoring initiatives for GEAR UP students
- Provide grade level appropriate information about career and college options, preparation, and financial support opportunities to GEAR UP students
- Provide GEAR UP parents with advice and information on college planning and financial aid resources
- Outreach to GEAR UP students who have withdrawn with a status of "dropout" or "unknown"
- Recognize and celebrate student success
- Monitor the success of the project, including levels of participation, quality of activities, and impact in terms of student achievement, attendance, educational expectations, and behaviors
- Maintain accurate and complete records of student data and participation in GEAR UP activities, and submit on a timely basis to NAU
- Provide records or written reports as required by NAU for grant compliance
- Leverage community resources, solicit in-kind contributions of goods and services from external sources, and maintain proper records for all expenditures

- Assist GEAR UP students and parents with FAFSA, college and scholarship applications
- Coordinate the use of the Launch Guide, a resource to help 12th grade students complete the steps necessary to apply to postsecondary institutions, complete the FAFSA, and apply for scholarships.
- Support students' transition to their first year of postsecondary education;
- Coordinate transition services for incoming freshman
- Other tasks as specified in Annual Work Plans
- Periodic travel to Phoenix for Team Meetings and out-of-state travel to annual conference required

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to sit, walk and stand, with or without reasonable accommodations
- Ability to read and write
- Ability to comprehend written and oral directions
- Ability to concentrate for extended periods of time
- Ability to occasionally lift up to 20 pounds
- Ability to multi-task in an office setting
- Ability to listen and hear in conference room settings, with or without reasonable accommodations
- Ability to twist, bend, reach, stoop, reach and pull
- Ability to research, analyze and formulate decisions quickly
- Ability to sustain extended work hours and handle problem situations
- Ability to solve problems and exercise judgment in accordance with established procedures
- Ability to perform under stress

Job Code TBD
Level F
March 2020

GEAR UP Assistant

QUALIFICATIONS

A. REQUIRED

- Associates' Degree, or higher in a related field.
- Two years of secretarial/clerical experience; or certificate in secretarial science and one year of secretarial/clerical experience; or any equivalent combination of experience, training, or education.
- Knowledge of generic office procedures and practices.
- Skill in basic arithmetic, grammar and spelling.
- Skill in general record keeping.
- Skill in the operation of a variety of office machines, including personal computers.
- Knowledge of Microsoft Word and Excel; data entry experience preferred.
- Ability to effectively communicate with students, families, and other school staff.
- The ability to work effectively with people from a variety of culturally diverse backgrounds.

B. DESIRED

- Bachelor's degree
- Spanish language ability
- Experience managing a grant funded program

SUMMARY

This position provides administrative support for the GEAR UP coach(s) hired by the school district to manage the implementation of core interventions and services for students and their families as outlines in annual school-specific GEAR UP work plans and budgets. GEAR UP stands for *Gaining Early Awareness and Readiness for Undergraduate Programs* and is a federally funded partnership between Northern Arizona University and Amphitheater Public School District.

The GEAR UP Assistant performs a variety of office, clerical, word processing and/or data-entry duties related to the GEAR UP grant. The Assistant is supervised by the site administrator and designated school staff to maintain accurate and complete records of student data and participation in GEAR UP activities; to assist with GEAR UP event/service planning; to submit data on a timely basis to NAU; and to perform other duties related to administrative support for the GEAR UP Coach(s) and/or site administration.

Reports to: Site Administrator

ESSENTIAL FUNCTIONS

- Provide general information in response to inquiries in person or by telephone; refers inquiries to GEAR UP Coach(s), as appropriate
- Files and cross-indexes documents and correspondence according to prescribed methods
- Operates copiers, calculators, personal computers, fax machines, or other basic office equipment found in GEAR UP office
- Assembles and/or compiles a variety of data from GEAR UP Coach(s) for entry into a database, or for submission to NAU for entry
- As directed, distributes or mails GEAR UP Newsletters and other information to GEAR UP families
- Prepares work orders, supply requisitions, requests for special data or similar actions within established limits and procedures; obtains appropriate signatures
- Makes arrangements for meetings by scheduling facilities and services according to instructions from GEAR UP coach(s) and administration
- Performs related duties as required

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to sit, walk and stand, with or without reasonable accommodations
- Ability to read and write
- Ability to comprehend written and oral directions
- Ability to concentrate for extended periods of time
- Ability to occasionally lift up to 20 pounds
- Ability to multi-task in an office setting
- Ability to listen and hear in conference room settings, with or without reasonable accommodations
- Ability to twist, bend, reach, stoop, reach and pull
- Ability to research, analyze and formulate decisions quickly
- Ability to sustain extended work hours and handle problem situations
- Ability to solve problems and exercise judgment in accordance with established procedures
- Ability to perform under stress



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: March 24, 2020

TITLE: Approval of Leave(s) of Absence

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of March 11, 2020.

RECOMMENDATION:

It is the recommendation of the Administration that the leave request(s) be approved as presented.

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent

Date: March 11, 2020

Todd A. Jaeger, J.D., Superintendent

3/24/2020

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

EXHIBIT - 3

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Alvarez	Loretta	Teacher - Cross Categorical Classroo	CT	CDO High School	03/02/2020	Return Date
Watson	Diedre	Teacher - Language Arts	CT	Amphi Middle School	03/02/2020	Return date
Chavarria De CentePerla		Custodian I	CL	Prince Elementary	02/18/2020	start date
Peterson	Laurie	Transportation Attendant	CL	Transportation	02/17/2020	start date

* 2020-2021 School Year
CT-AD Certified Administrative
CT Certified
CL-AD Classified Administrative
CL Classified
PR Professional



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: March 24, 2020

TITLE: Approval of Separation(s) and Termination(s)

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of March 23, 2020.

RECOMMENDATION:

It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent

Date: March 23, 2020

Todd A. Jaeger, J.D., Superintendent

3/24/2020

**GOVERNING BOARD MEETING
SEPARATIONS**

EXHIBIT - 4

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Federico	Jesus	Teacher - Special Education Re	CT	Wilson K-8 School	05/22/2020	Resignation	
Pearsall	Zakary	Teacher - History	CT	Amphi High School	05/22/2020	Resignation	
Ports	Heidi	Teacher - Language Arts	CT	Coronado K-8 School	02/28/2020	Breach of Contract	
Reese	Suzanne	Teacher - General Science	CT	Amphi Middle School	03/11/2020	Resignation	
Reese	Suzanne	Teacher - STEM (Engineering)	CT	Amphi Middle School	03/11/2020	Resignation	
Reese	Suzanne	Teacher - General Science	CT	Amphi Middle School	03/11/2020	Resignation	
Tollefson	Erin	Teacher - Kindergarten	CT	Copper Creek Elementary	05/22/2020	Resignation	
Alssaj	Lamia	Food Service Attendant I	CL	Amphi Middle School	02/04/2020	Resignation	
Armendariz	Fernando	Special Education Teaching Ass	CL	Wetmore Center	03/02/2020	Resignation	
Daniels	Santana	Bus Driver Trainee	CL	Transportation	03/05/2020	Resignation	
Garcia	Celia	Clerk II	CL	Federal/State Programs	02/27/2020	Resignation	
Gomez	Alfredo	Security Officer	CL	CDO High School	03/02/2020	Dismissal	
Hemeyer	Anthony	Custodian II	CL	Coronado K-8 School	03/12/2020	Resignation	
Hill	James	Bus Driver	CL	Transportation	03/13/2020	Resignation	
Kelly	Cindy	Food Service Attendant I	CL	Walker Elementary	02/14/2020	Resignation	
Koehler	Martha	Behavioral Intervention Monitor	CL	Coronado K-8 School	02/07/2020	Resignation	
Mcfarland	Connie	Administrative Assistant II - Leg	CL	Wetmore Center	01/22/2020	Retirement	
Monteros	Ana	Custodian I	CL	Amphi Middle School	03/13/2020	Resignation	
Moreno	David	Campus Monitor	CL	Amphi High School	03/24/2020	Resignation	
Perry	Richard	HR Specialist	CL	Wetmore Center	03/26/2020	Resignation	
Pirola	Kathleen	Special Education Teaching Ass	CL	Wilson K-8 School	05/01/2020	Resignation	
Rothberg	Alan	Bus Driver	CL	Transportation	04/01/2020	Resignation	
Simard	Isabelle	Special Education Teaching Ass	CL	Rillito Center	04/03/2020	Resignation	

*	2020-2021 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional

**GOVERNING BOARD MEETING
SEPARATIONS**

EXHIBIT - 4

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Simard	Isabelle	Special Education Teaching Ass	CL	Walker Elementary	04/03/2020	Resignation	
Vertrees	Manuela	Behavioral Intervention Monitor	CL	Nash Elementary	03/13/2020	Resignation	
Villa	Marylou	Elementary School Health Aide	CL	Prince Elementary	03/27/2020	Resignation	

*	2020-2021 School Year					ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget					ADCL	Addendum Classified
Abandonment	Employee abandoned position					ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract					CT-AD	Certified Administrative
Dismissal	Employee terminated by the District					CT	Certified
Resignation	Employee resigning from the District					CL-AD	Classified Administrative
Retirement	Employee retiring from the District					CL	Classified
						PR	Professional



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: March 24, 2020

TITLE: Approval of Stipend for Coaching Volunteers

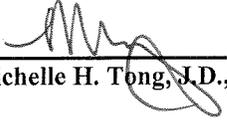
BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of March 11, 2020.

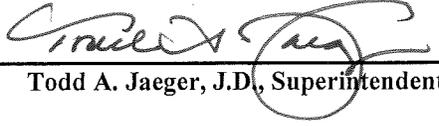
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

INITIATED BY:


Michelle H. Tong, J.D., Associate to the Superintendent

Date: March 11, 2020


Todd A. Jaeger, J.D., Superintendent

3/24/2020

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

EXHIBIT - 5

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Canez	Ernesto	ADDN - Associate Coach - Spring H	Amphi High School	Stipend	\$1000.00
Cardenas	Mario	Coach - Baseball Assistant MS	Amphi Middle School	Stipend	\$1400.00
Encinas	Anthony	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$2400.00
Reynolds	Samantha	Coach - Volleyball Assistant MS	Amphi Middle School	Stipend	\$1400.00
Taylor	Brandon	Coach - Track Head HS	Ironwood Ridge High	Stipend	\$2100.00
Trippe	John	Coach - Baseball Head MS	Amphi Middle School	Stipend	\$1700.00

* 2020-2021 School Year



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Approval of Vouchers Totaling and Not Exceeding Approximately \$304,353.58
(Final Total)**

BACKGROUND:

A copy of the vouchers for goods and services received by Amphitheater Public Schools and recommended for payment has been provided to the Governing Board.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve payment of the vouchers as presented.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: March 23, 2020

Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Acceptance of Gifts**

BACKGROUND:

Donations detailed on the attached listing have been received by the District.

RECOMMENDATION:

It is the recommendation of the Administration that the above gifts be accepted by the Governing Board.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: March 09, 2020

Todd A. Jaeger, J.D., Superintendent

Gifts and Donations	Exhibit 7	Board Meeting Date: 03-24-20
Ck in the amount \$439.00	Fidelity Charitable	Amphitheater High School
Ck in the amount \$1,050.00	Oregon Research Behavioral	Coronado K-8
Ck in the amount \$1,000.00	Walmart	Innovation Academy
Ck in the amount \$1,979.98	Jarrod Moss	Innovation Academy
Ck in the amount \$200.00	Sabino Canyon Volunteer Naturalists	Prince Elementary
Ck in the amount \$100.00	Raytheon	Rillito Center
Ck in the amount \$100.00	Karen Gardiner	Rillito Center
Ck in the amount \$2,100.00	Lisa Bayless	Several Schools
Ck in the amount \$583.15	A2R, Inc.	Walker Elementary
Ck in the amount \$100.00	Lucille Erickson	Walker Elementary
Ck in the amount \$50.00	Krishna Patel	Wilson K-8



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Receipt of Monthly Status Report for the Fiscal Year 2019-2020**

BACKGROUND:

An update on the funding status of the FY 2019-2020 expenditures.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve receipt of the Monthly Status Report as presented.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: March 09, 2020

Todd A. Jaeger, J.D., Superintendent

**Amphiteater Public Schools
February 2020 Budget Status Report
Comparative February 2019 Expenditures**

	xxx	550 K-3	510	4xx	2xx & 3xx	
	<u>All Other M&O</u>	<u>Reading</u>	<u>Desegregation</u>	<u>Transportation</u>	<u>All Special Ed</u>	<u>Total</u>
Adopted Budget including Override	\$ 65,642,986	\$ 523,767	\$ 4,025,000	\$ 7,085,466	\$ 17,709,165	\$ 94,986,384
Total Budget Capacity for FY 2019-2020	65,642,986	523,767	4,025,000	7,085,466	17,709,165	94,986,384
	<i>Adopted Budget December 2019</i>					
Expenditures & Encumbrances:						
Expenditures:						
First Quarter - Through September 30	\$ 12,373,132	\$ 61,262	\$ 628,535	\$ 1,055,387	\$ 2,906,624	\$ 17,024,939
Second Quarter - October	4,973,222	32,587	301,125	550,338	1,563,713	7,420,986
November	4,783,855	31,488	352,392	683,778	1,693,491	7,545,005
December	5,147,591	32,041	317,690	553,945	1,544,353	7,595,620
Second Quarter - Oct through Dec	\$ 14,904,669	\$ 96,117	\$ 971,207	\$ 1,788,061	\$ 4,801,557	\$ 22,561,612
Third Quarter - January	6,044,755	46,668	482,008	701,350	2,448,118	9,722,899
February	5,165,915	31,869	350,463	663,589	1,625,006	7,836,842
March	-	-	-	-	-	-
Third Quarter - Jan through Mar	11,210,669	78,538	832,471	1,364,939	4,073,124	17,559,741
Fourth Quarter - April through June	-	-	-	-	-	-
Total Expenditures - Year to Date	\$ 38,488,470	\$ 235,917	\$ 2,432,213	\$ 4,208,387	\$ 11,781,305	\$ 57,146,292
Anticipated Encumbrances						
June 2020	27,154,516	287,850	1,592,787	2,877,079	5,927,860	37,840,092
Total Expenditures and Encumbrances as of June 2020	65,642,986	523,767	4,025,000	7,085,466	17,709,165	94,986,384
Budget Expenditures Remaining AFTER Expenditures and Encumbrances	-	-	-	-	-	-
Comparative Expenditures:						
Expenditures as of February 2020	38,488,470	235,917	2,432,213	4,208,387	11,781,305	57,146,292
Expenditures as of February 2019	37,366,625	240,441	2,510,558	4,374,502	10,951,028	55,443,154
Change	\$ 1,121,845	\$ (4,524)	\$ (78,345)	\$ (166,115)	\$ 830,277	\$ 1,703,138

M&O Budget Capacity for FY 2019-2020	Adopted December 2019	\$94,986,384	Tax Rates	
			Primary	Secondary
			4.0958	1.6141



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Approval of Out of State Travel**

BACKGROUND:

STAFF

Tassi Call and Shannon McKinney from the District Offices request permission to attend the Advancement Via Individual Determination (AVID) Summer Institute in San Diego, California, June 21-24, 2020. Approximate cost of travel is \$3,984 and will be paid for by federal funds designated for staff development. No school days will be missed.

Laurie Sheber, Hillary Kitay, Karen Belleau, Kelsey Glavin, Caitlin Rathbun, Amanda Hay, Jessica Canez, and Matthew Lange from Prince Elementary School request permission to attend the Advancement Via Individual Determination (AVID) Summer Institute in Denver, Colorado, June 29-July 2, 2020. Approximate cost of travel is \$15,760 and will be paid for by federal funds designated for staff development. No school days will be missed.

Teresa Cribbs and Alison Carbonneau from the District Offices request permission to attend the School Nutrition Association Annual National Conference in Nashville, Tennessee, July 10-15, 2020. Approximate cost of travel is \$5,931 and will be paid for by Food Service funds designated for staff development. No school days will be missed.

BUDGET CODE KEY		
100-20-100-2190-6360-509-0000	Title I	Student support services, Wetmore, registration
100-20-100-2190-6582-509-0000	Title I	Student support services, Wetmore, staff travel
100-20-100-2210-6360-111-0000	Title I	Staff development, Prince, registration
100-20-100-2210-6582-111-0000	Title I	Staff development, Prince, staff travel
510-00-100-3100-6360-526-0000	M&O	Food Service, Wetmore, registration
510-00-100-3100-6582-526-0000	M&O	Food Service, Wetmore, staff travel

RECOMMENDATION:

It is the recommendation of the administration that the above travel be approved.

INITIATED BY:



Michael Bejarano
Associate Superintendent for Secondary Education

Date: March 23, 2020

Todd A. Jaeger, J.D., Superintendent

Muhammad Beyar

3/12/2020

Associate Superintendent/Superintendent

Date

rev. 8/25/17

**AMPHITHEATER PUBLIC SCHOOLS
STAFF TRAVEL/CONFERENCE REQUEST**

THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL.

EMPLOYEE(S): Laurie Sheber Hillary Kitay Karen Belleau SCHOOL: Prince
Kelsey Glavin Caitlin Rathbun Department (opt.): _____
Amanda Hay Jessica Canez Matthew Lange _____ DATE(S): 6/29/2020 - 7/2/2020

ACTIVITY/EVENT: Advancement Via Individual Determination Summer Institute

LOCATION: Denver Convention Center, 700 14th Street, Denver, Colorado 98101

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 0

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
	<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>
Registration <u>\$6800.00</u>	<u>100-20-100-2210-6360-111-0000</u>
Transportation <u>\$3240.00</u> Mode <u>Air</u>	<u>100-20-100-2210-6582-111-0000</u>
Rental Car _____	_____
Meals <u>\$2376.00</u>	<u>100-21-100-2210-6582-111-0000</u>
Lodging <u>\$3344.00</u>	<u>100-21-100-2210-6582-111-0000</u>
Substitutes _____	_____
TOTAL <u>\$15760.00</u>	

The District will (or) will not receive reimbursement from outside sources.

Purpose of travel: AVID training to support the implementation of the program at our site.

Outcomes and academic benefits to students and staff: Staff will learn effective instructional practices and will work with our site team to explore data to construct an action plan for effective implementation at our site. The AVID program targets our underserved students (minority and average achievers), provides quality staff development for teachers, helps build community support systems for school success, and addresses how to grant equitable access to rigorous curricula for all students.

The travel is necessary for the implementation of the project funding the travel.

Submitted by: Laurie Sheber 3/3/20
 Signature Date

Laurie Sheber 3/3/2020
 Principal/Supervisor Date

Matthew Lange 3/10/2020
 _____ Date



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Award of Contract for Maker Space Project for Various Schools Phase 2 Based Upon Responses to Request for Bid (RFB) 03-10-2020**

BACKGROUND:

Request for Bid 03-10-2020 was e-mailed to 58 contractors and published on the District’s website. This solicitation requested pricing for maker spaces for Amphitheater Middle School, Cross Middle School, Harelson Elementary School, Holaway Elementary School, and Prince Elementary School. Three contractors responded with responsive bids. The low, responsive net bid amount was \$78,796.00. The Net Bid Amounts and alternate amounts are below.

CONTRACTOR	NET BID AMOUNT	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	TOTAL
Grail Construction, LLC	\$102,419.63	\$49,804.50	\$7,826.80	\$22,190.60	\$182,241.53
Kapp-Con Incorporated	\$120,812.43	\$43,010.59	\$12,963.08	\$14,738.78	\$191,524.88
Kittle Design & Construction	\$78,796.00	\$33,426.00	\$6,356.00	\$14,744.00	\$133,322.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract including the three alternates to Kittle Design & Construction based on their bid response to RFB 03-10-2020.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: March 23, 2020

Todd A. Jaeger, J.D., Superintendent



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Approval of Intergovernmental Agreement with the City of Tucson for School Safety Grant-Funded School Resource Officer Positions at Amphitheater High School, Amphitheater Middle School and Prince Elementary**

BACKGROUND:

The District was fortunate to receive a School Safety Grant (SSG) from the Arizona Department of Education for the support and funding of a School Resource Officer (SRO) for each of the following schools: (1) Amphitheater High School, (2) Amphitheater Middle School, and (3) Prince Elementary School. The SSG provides for these SROs for spring semester of the 2019-2020 school year and for the full school years of 2020-2021, 2021-2022, and 2022-2023.

The grant requires an intergovernmental agreement between the school district and the law enforcement agency to clarify the roles of the parties and the duties of the officer. Administration has worked with the Tucson Police Department to develop the proposed intergovernmental agreement for this purpose.

Legal Counsel has reviewed the form as required by law and finds it to be in conformity with Board and District powers. The purposed of this agenda item is to present the intergovernmental agreement to the Board for consideration.

RECOMMENDATION: Administration recommends that the Board approve the proposed intergovernmental agreement with the City of Tucson as presented.

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: March 21, 2020

Todd A. Jaeger, J.D., Superintendent

INTERGOVERNMENTAL AGREEMENT

Between

Amphitheater School District and the City of Tucson

For School Resource Officers Funded Through the

Arizona Department of Education

School Safety Program

WHEREAS, the City of Tucson (hereinafter referred to as the "City") and the Amphitheater School District (hereinafter referred to as "ASD") desire to enter into this intergovernmental agreement on behalf of their respective operations; and

WHEREAS, the City is empowered by its charter to enter into contracts and maintain a Police department (hereinafter referred to as "TPD") for the purposes stated therein, and is authorized by Arizona Revised Statutes §11-951, et. seq., to enter into intergovernmental agreements; and,

WHEREAS, ASD is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to Arizona Revised Statutes §11-951, et. seq., and Arizona Revised Statutes §15-342; and

WHEREAS, ASD provides education and related services to children within the incorporated limits of the City of Tucson; and

WHEREAS, ASD and TPD recognize the value of law related education, access to law enforcement officers as role models and easy access to law enforcement intervention when crime and danger threatens ASD schools;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to establish an arrangement between ASD and TPD which recognizes the need for law enforcement and safety education; drug abuse prevention; juvenile delinquency and crime prevention; investigative and referral services; and other education and law enforcement programs. ASD is the recipient of and Fiscal Officer for a School Safety Program (SSP) Grant, for the Spring semester of the 2019-2020 school year (January 2020 – May 2020) and the full school years of 2020-2021, 2021-2022, and 2022-2023 which provides funds for School Resource Officers in the following ASD schools: (1) Amphitheater High School, (2) Amphitheater Middle School, and (3) Prince Elementary School. TPD agrees to provide 1.0 full-time equivalent School Resource Officers for each of these ASD schools during the aforementioned school years in exchange for reimbursement of the cost of same by ASD, as provided for

in the SSP Grant. This Agreement sets forth the responsibilities of the Parties herein and the conditions under which the Agreement shall be executed.

ARTICLE II. RELATIONSHIP OF PARTIES.

- A. This Agreement is not intended to and it does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by ASD to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.
- B. The officers assigned to ASD schools under this Agreement shall be considered employees of the City and shall be subject to current procedures in effect for Tucson police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned officers shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST").
- C. The City understands that ASD is responsible for the safety of students on campus during the school day. If ASD receives information indicating that any officer assigned to perform services for ASD under this Agreement may have engaged in unprofessional, illegal, or immoral conduct, ASD will immediately provide such information to the City. If the City receives information from any credible source indicating that any officer assigned to perform services for ASD may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the ASD schools, the City will immediately provide such information, as allowed by law, to the ASD.
- D. If any alleged unprofessional, illegal, or immoral conduct might affect the ability of an officer assigned to ASD under this Agreement to safely and/or professionally perform duties for ASD, the City will immediately remove the officer from the ASD school and reassign the officer in accordance with City policies and procedures to allow the City and/or ASD to investigate the allegations. The City agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the ASD will be credited for each day an officer is not assigned to the campus. ASD, at its sole discretion, may refuse the assignment to an ASD school of any School Resource officer who has been previously removed from ASD because of allegations of unprofessional, illegal, or immoral conduct.
- E. The City shall be responsible for each School Resource officer's compensation while the officer is assigned to an ASD school. This shall include any day that schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming from action taken by the officer while

in service to ASD, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the ASD.

ARTICLE III. DURATION AND EFFECTIVE DATE

This Agreement shall be in effect upon approval by the respective governing bodies of ASD and TPD and upon filing in accordance with statute and shall thereupon be in effect through the completion of the 2022-2023 school year or until terminated as provided herein.

ARTICLE IV. DEFINITIONS

The following terms as used in this Agreement are defined as follows.

(a) "CIVIL DISTURBANCE" means a gathering of persons, regardless of number, which poses a threat to public or school safety and the maintenance of order, and/or a gathering of persons who are engaged in violations of the law.

(b) "CRIME" means a petty offense, misdemeanor or felony as per local, state or federal law.

(c) "EXTRACURRICULAR ACTIVITY" means an ASD sponsored or sanctioned event not occurring during or as part of a regularly scheduled school day.

(d) "OFFICER" means a commissioned peace officer of the Tucson Police Department, regardless of the rank of the individual involved.

(e) "PHYSICAL INJURY" means the impairment of physical condition resulting from the actions of another or an act of violence.

(f) "PRINCIPAL" means the school Principal, or ASD administrator serving as acting Principal or Assistant Principal.

(g) "PRINCIPAL'S DESIGNEE" means a non-administrator, certified educator, who is approved by the Assistant Superintendent of Schools, to supervise the school in the Principal's absence.

(h) "SCHOOL RESOURCE OFFICER (SRO)" means a commissioned peace officer of the Tucson Police Department assigned by that agency to perform specific duties at ASD high schools and middle schools.

(i) "SERIOUS PHYSICAL INJURY" includes physical injury which creates a reasonable risk of death, or which causes serious and permanent disfigurement, serious impairment of health, or loss or protracted impairment of the function of any bodily organ or limb.

(j) "SHALL" means mandatory.

(k) "STUDENT" means a person duly enrolled in an ASD school.

(l) "WILL" means conditions permitting.

ARTICLE V. OBLIGATIONS OF ASD AND TPD

A. Roles of Parties

1. ASD agrees:

- a. To establish and enforce school rules; and,
- b. To provide a mechanism to measure and monitor student violations of school rules; and,
- c. To provide prevention strategies, including classroom time for age-appropriate law enforcement and safety related education and,
- d. To minimize distractions from teaching, address student behavior problems, and enforce the school district's student disciplinary process, utilizing police involvement where appropriate and/or as required under this Agreement or by law; and,
- e. To provide access to schools by law enforcement officers; and,
- f. To ensure that a teacher is present to assist officers in a classroom presentation about law enforcement and safety related education; and,
- g. To develop a planned strategy to communicate to the community the content and enforcement of ASD policy; and,
- h. To assume the roles and responsibilities assigned by the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by reference.

2. TPD agrees:

- a. To identify the functions of School Resource officers, which will include instruction, advice, security and law enforcement; and,
- b. To deploy or redeploy officers for a specified time period, which includes current and future programs, including, but not limited to, opportunities for ASD-TPD staff cross-training in law enforcement education, drug abuse prevention education, conflict resolution, and other law enforcement related program activities; and,
- c. To provide overall coordination and supervision of officers on the school grounds. TPD retains all legal and regulatory rights of control, supervision, retention and assignment of its personnel whether on or off-duty, in furtherance of this Agreement; and,
- d. To keep the peace and promptly investigate and prosecute crimes in accordance with TPD rules and procedures, and to the extent permitted by law, with ASD policy and in accordance with the Juvenile Court Collaborative Task Force guidelines for schools in when to contact law enforcement; and,

e. To the extent possible and permitted by law and TPD policy, assume the roles and responsibilities assigned by the School Safety Program Guidance Manual, including attending any necessary annual trainings (which may occur in Phoenix) provided by the Arizona Department of Education.

B. Facilities and Equipment

ASD shall provide a secure private office, desk, telephone, locking file cabinet, computer with internet connectivity, mailbox, and parking space at each school covered by this Agreement for use by TPD officers. At those facilities where an ASD radio system is in use by monitors and school staff, ASD will provide access to ASD radios and keys for the use of the TPD officer assigned to the school during the period of duty assignment.

C. Public Information and Media Notice of Law Enforcement Activities on Campuses:

Release of information to the public and/or the media by each Party shall be governed by the applicable local, state and federal laws, and the policies of each Party for such releases as applicable to their respective employees and agents. The Parties shall meet and collaborate on joint media statements regarding any matter in which both are involved to the extent possible.

D. ASD-TPD Liaison Relationships and Dispute Resolution

Each Party shall appoint and identify a liaison person who shall serve as a contact point for the exchange of information and resolution of any problems under this Agreement. Each Party agrees to inform the other of the name and telephone number of such liaison and to exchange any other information relevant thereto in order that the function may be performed.

E. Routine Patrols On and Off Campus

In so far as practical, TPD will notify ASD about routine and special patrol in and about campus areas or school events, including scheduling information as appropriate, which may impact ASD operations. This includes information regarding assignment of SRO's. Each party shall notify the other of names and telephone numbers for appropriate contact persons for each respective assignment and school.

F. School Operating Hours

ASD will provide to TPD current calendar information on school days, hours, special events, etc., which may impact joint operations. Except in extraordinary situations, officers assigned as SRO's will check in daily with their respective ASD school during normal school hours and prior to engaging in routine activities on campus.

G. Protocol for Conduct of Undercover School Operations and Surveillance

In so far as possible and practical, TPD will notify the Superintendent of ASD of undercover operations being conducted at ASD schools. ASD acknowledges that such notification is to be considered confidential and not available for dissemination to parties other than those agreed to by TPD.

H. Protocol for Referral of Individuals to TPD and Evidence Handling by ASD:

1. ASD personnel will notify TPD of the occurrence of crimes or criminal activity on school grounds or at extracurricular activities as required by law. This specifically includes police notification of physical injury or serious physical injury to any person, whether or not a student, caused by criminal activity, or required to be reported under ARS § 13-3620 (unless reported to another responsible agency) and in instances posing a potential safety hazard as the result of criminal activity including, but not limited to, arsons and bomb threats.

2. Notification to TPD as set forth above shall be made in the most expeditious manner available to the affected school. The school may notify their assigned SRO of the activity if that officer is immediately available. If that officer is unavailable, however, or if safety or other concerns dictate otherwise, immediate notification to TPD shall be made by calling 911.

3. When physical evidence of a crime is encountered by ASD employees, they shall not touch or handle the evidence when such handling would jeopardize safety to any person, and will minimize handling or disturbing evidence unless reasonable or necessary prior to arrival of law enforcement.. In such event, the involved ASD employee will clear and secure the affected area, and immediately notify TPD of the location of the item(s) in question. If the evidence of a crime is of such a nature that it may be safely handled by ASD employees, and it is not otherwise possible to leave the evidence untouched until the arrival of TPD, said evidence shall be handled and controlled by the finder only. If it is necessary for the finder to pass on the evidence in question to the custody of another person prior to the arrival of TPD, the employee with custody will notify the responding TPD officer of all persons who had control of the evidence so that the information may be documented in accordance with proper legal procedure. TPD will provide a written protocol to ASD on proper evidence handling procedures for distribution to its schools and facilities.

I. Arrest Protocols on School Grounds

If practical, the SRO will consult with the Administration prior to making an arrest on campus. When that is not practical and an ASD student is arrested on school grounds during school hours by an SRO, the SRO will notify the Principal or Principal's Designee of the action as soon as possible. In so far as practical, when a non-student is arrested on school grounds during school hours, the SRO will notify the Principal or Principal's Designee. TPD will not return a student back to school if the student was arrested away from the school during the school day.

J. Protocol for Searches on Campuses

1. Searches initiated by ASD employees without TPD involvement or direction will be conducted in accordance with the applicable policy as established in ASD regulations and applicable law.

2. TPD officers may conduct searches of persons and property on ASD campuses consistent with the dictates of applicable laws and TPD procedures. Whenever practical, such searches will be conducted outside the view of the general student population in a private area.

K. TPD Officers at Extracurricular Activities

1. Identification Information to the ASD Employee in Charge

TPD officers working at an extracurricular activity at an ASD campus or sponsored event, either on or off duty, shall contact or identify themselves to the Principal or Principal's Designee responsible for the event.

2. Requests for Officers

ASD may hire off-duty TPD officers to work at extracurricular functions by coordinating through the appropriate TPD office responsible for such jobs. TPD personnel working at these events will continue to be governed by the rules and regulations normally observed for off-duty employment in effect at that time.

3. Assignments

Officers working at ASD extracurricular activities will coordinate their specific assignments with the Principal or Principal's Designee officiating at the event. In the event a TPD supervisor has been hired as well, that supervisor will be responsible for coordinating assignments with ASD.

4. Pre-Event Planning

If the nature of the extracurricular event requires pre-event planning, the appropriate ASD administrator shall notify the TPD office responsible for coordinating off-duty employment, which shall in turn ensure that the assigned personnel undertake the necessary planning and coordination. In the event that on-duty TPD personnel are to be used at an extracurricular event, the responsible ASD Principal or Principal's Designee will coordinate pre-event planning with the appropriate TPD command responsible for the affected event site.

5. Operations at Events

TPD and ASD personnel working at an extracurricular event will coordinate their activities and needs so as to maximize operational efficiency and student and public safety. As in all other instances involving the exercise of police powers, TPD retains the right to govern the actions of its officers whether on or off-duty.

6. Emergency Operations

In the event that an emergency arises at an extracurricular event, the TPD officers present shall take whatever steps are necessary to restore or maintain order and public safety, consistent with applicable laws and Police Department rules and procedures. In so far as is possible, given the nature of and scope of the emergency, TPD will coordinate with ASD personnel present at the event.

L. Interview and Arrest Procedures

1. Interviews

SRO's on an ASD campus to interview suspects or victims of a crime will advise the school of their presence and work with the Principal to help minimize disruption to the school and other students. ASD employees will make parental notification of such interviews in accordance with policy as established in ASD regulations and applicable law.

2. Witnessing Interviews

The Principal or Principal's Designee may request that an ASD employee be present during the interview of a student by TPD. Such presence, if permitted, will be solely as an observer of the interview and not a participant therein. The presence of an ASD employee at the interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto.

3. Arrests of Students

In the event a student is arrested on campus by an SRO, the officer shall notify the Principal or Principal's Designee as soon thereafter as is practical. In the event that the arrested student is a juvenile, TPD will notify the parents or legal guardian as per its procedures. The school may also make notification as may be necessary under its guidelines.

4. Release of Student Information

Upon a request by TPD, ASD will provide directory information which is allowable under State and Federal law and District policy relating to its students. Such requests shall be in accordance with adopted ASD policy.

5. Immigration Status Inquiries

When interacting with students, SROs shall refrain from asking about immigration status and follow Tucson Police Department's immigration policy as set forth in General Orders.

M. Civil Disturbances at ASD Sites

In the event that a civil disturbance as defined in this Agreement occurs at an ASD campus or facility, ASD shall immediately notify TPD by calling 911. In the event of police response to a civil disturbance at an ASD campus or facility, it is understood that TPD maintains control and direction of law enforcement personnel on scene, including decisions on appropriate tactics and logistics. TPD will coordinate with ASD

to ensure the safety of students and school personnel and property until the situation is brought under control. At each such incident, ASD will appoint one (1) official to interact with the TPD Incident Commander in order to facilitate the operation.

N. Memoranda of Understanding for Daily Operations or Status Meetings

The Parties to this Agreement may jointly develop such Memoranda of Understanding executed between their respective chief administrators to address the specifics of daily operations and training as may be necessary to implement the conditions of this Agreement. Any changes to such Memoranda may be made by mutual agreement of the Parties without the need for modifying the terms of this Agreement. Additionally, by mutual agreement, the Parties may meet as needed to discuss status and conduct of the work being performed under this Agreement.

ARTICLE VI. MANNER OF FINANCING

ASD hereto shall within its lawful methods of financing, establish and provide in its annual budget for payment of costs and expenses of performance of its obligations undertaken pursuant to this Agreement and funding as provided by the Arizona Department of Education School Safety Program, according to the terms and conditions of such grant. No Party shall otherwise be liable to any other Party for any other costs or expenses.

TPD hereto shall provide documentation to the assigned ASD fiscal agent to support reimbursement of grant funded expenditures incurred on a monthly basis. These requests will be submitted within 30 days after the financial closeout of the related month (normally, by the 30th of the month following the closeout month). Such documentation shall meet the criteria established by the fiscal agent and agreed upon by the TPD Finance Section Coordinator. Financial Reimbursements will be paid by ASD to the City within 45 days after the end of each quarter (quarter is defined as three month periods of January through March, April through June, July through September and October through December).

The Arizona Department of Education funding does not provide capacity for overtime or other ancillary personnel costs associated with the SRO Program. In the event ASD requires an SRO to work overtime, a formal request will be forwarded to TPD via the assigned SRO Sergeant. ASD will reimburse this cost including associated Employee Related Expenditures. In the event the Chief, through his chain of command, authorizes SRO related overtime in support of a tasking that was not requested by ASD, TPD will incur all costs related to this overtime. ASD may also request an assigned SRO be scheduled as part of the current Special Duty Program. In the event an SRO or any sworn member is scheduled by ASD via the Special Duty Program, ASD will incur all costs associated with this tasking and make payment in accordance with current Special Duty Program invoice and payment guidelines.

ARTICLE VII: PROVISION OF EQUIPMENT

In performing their obligations under this Agreement, each Party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers and employees immediately involved that the sharing or use of equipment owned

or furnished by another Party is necessary or proper, or as may otherwise be provided for in this Agreement.

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

To the extent permitted under Arizona law, each Party agrees to indemnify, defend and hold harmless the other from all claims, losses, liability, costs or expenses arising out of injuries to persons or property caused by acts, omissions, negligence, misconduct or other fault of the Party and/or its agents, officers, employees or volunteers arising out of activities under this Agreement. In the event of concurrent liability, the Parties shall have the right of contribution from one another in proportion to the respective liability of each Party.

ARTICLE IX. TERMINATION: DISPOSITION OF PROPERTY THEREUPON

This Agreement may be terminated in whole or in part as to any Party hereto on notice by that Party given in writing to the other Party not less than thirty (30) days in advance of the contemplated termination. Upon such termination all property not owned by a Party which is in its custody or possession shall be forthwith returned to the Party owning the same or to whom possession should be given.

ARTICLE X. MISCELLANEOUS

A. Compliance with Law. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth herein.

B. The Parties agree that should a dispute arise between them, in any manner, concerning the attached Agreement, and said dispute involves the sum of ten thousand dollars (\$10,000.00) or less in money damages only, exclusive of interest, cost or attorney's fees, the Parties will submit the matter to Binding Arbitration pursuant to the Arizona Supreme Court Rules for Compulsory Arbitration and the decision of the arbitrator(s) shall be binding upon the Parties.

C. Notices. Formal notices, demands and communication between the Parties shall be deemed sufficiently given if hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TPD: Tucson Police Department
270 S Stone Ave
Tucson, AZ 85701
Attn: Finance Section

ASD: Amphitheater Public Schools
Legal Department
701 W. Wetmore Rd.
Tucson, AZ 85705

D. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if the governing bodies for the Parties fail to appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the City of Tucson shall have no further obligation to ASD or its governing body.

E. Legal Authority. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by

such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

F. Worker's Compensation. Each party shall comply with the notice requirements of ARS §§23-1022. For purposes of ARS §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

G. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

H. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment approved and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

CITY OF TUCSON, AZ

AMPHITHEATER SCHOOL
DISTRICT

Regina Romero, Mayor

Todd Jaeger, Superintendent, ASD

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

ASD General Counsel

Attest:

City Clerk

ASD Clerk



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 24, 2020**

TITLE: **Approval of Resolution to Direct Actions of District Personnel During School Closures Related to COVID-19 Coronavirus**

BACKGROUND:

On January 31, 2020, the United States Department of Health and Human Services declared a Public Health Emergency related to the COVID-19 coronavirus outbreak. On March 11, 2020, the World Health Organization declared the spread of COVID-19 to constitute a pandemic. Thereafter, on that same date, the Governor of the State of Arizona declared that a State of Emergency exists in Arizona due to the COVID-19 outbreak. Two days later, the President of the United States proclaimed the COVID-19 outbreak a national emergency in the United States.

On March 15, 2020, the Governor of Arizona and the Arizona Superintendent of Public Instruction closed all brick and mortar schools in Arizona due to COVID-19. They initially closed schools for two weeks, from March 13-27, 2020, to assist with slowing the spread of the coronavirus. Amphitheater Public Schools was only affected by that initial school closure during the week of March 23-27 since its schools were already scheduled to be closed for spring break from March 13-20, 2020. However, on Friday, March 20, 2020, the Governor of Arizona and the Arizona Superintendent of Public Instruction extended the school closures at least through April 10, 2020.

On March 16, 2020, President Trump and the Center for Disease Control and Prevention issued their “Coronavirus Guidelines for Americans: 15 Days to Slow the Spread” These guidelines are in effect through at least March 30, 2020. They include guidance to avoid social gatherings of more than ten (10) people; avoid eating and drinking at bars and restaurants, avoid discretionary travel and social visits, and following the directives of state and local authorities related to COVID-19. They also recommend that states with evidence of community transmission of COVID-19 close bars, restaurants, food courts, gyms, and other indoor and outdoor venues where people congregate. Following that advice, the governing authorities of Pima County, the City of Tucson, and the Town of Oro Valley all issued proclamations declaring a local emergency in connection with the COVID-19 outbreak.

On March 18, 2020, President Trump signed the Families First Coronavirus Relief Act (“Federal Act”) which makes sweeping changes to an employer’s legal obligations related to the COVID-19 outbreak. The Federal Act applies to public school districts like Amphitheater. Among other things, the Federal Act imposes mandates on Amphitheater to provide a paid sick and safe leave (“PSL”) for its employees for COVID-19-related reasons, it temporarily expands coverage for school and child care closures associated with COVID-19, and it imposes a paid leave requirement under the Family and Medical Leave Act (“FMLA”) for qualified employees. Qualified employers are obligated to comply with the Federal Act no later than April 2, 2020, and the Federal Act expires by its own terms at the end of the 2020 calendar year.

On that same date, identical Arizona bills SB1693 and HB2910 were simultaneously introduced in the Arizona State Legislature to address the school closures related to the COVID-19 outbreak. Since joined into the single bill known as “HB2910”, the Arizona bill has been approved by the House and, as of the date of this agenda item, is currently before the Senate for consideration. If approved by the Senate and signed into law by the Arizona Governor, HB2910 will provide the following enactments related to the school closures:

- Instructional time requirements lost due to the school closures from March 15-27, 2020 will be waived and will not need to be made up.
- Beginning March 30, 2020, each public school will be required to offer general education to students through “alternative formats” (as determined by the public school) for the duration of the closure, and if applicable, thereafter until the end of the 2020-2021 school year.
- The State Board of Education will be required to adopt rules for high school graduation.

- The Move on When Reading requirements for the 2019-2020 school year for third grade students' promotion will be removed.
- State-mandated assessments for the 2019-2020 school year will be cancelled.
- School districts will be authorized to pay employees, including hourly employees, for the duration of the statewide school closure, subject to the following:
 1. Employees who can work remotely may do so beginning March 30, 2020 until the closure is lifted; and
 2. Employees who cannot perform tasks remotely may be reassigned to other tasks beginning March 30, 2020 through the duration of the closure.
- School buses may be used to perform school operations necessary to support students and their families during the closure as determined by the school.
- The Arizona Department of Education will be directed to apply to the U.S. Department of Education for waivers of federal food and nutrition, assessment and accountability requirements.

With these recent events related to the COVID-19 outbreak, and associated changes in the law that may be forthcoming, it is recommended that the Governing Board adopt a resolution directing Administration to implement changes to District operations for compliance with applicable federal, state and local laws related to the COVID-19 outbreak. This agenda item is proposed to permit the Governing Board to consider a proposed Resolution for this purpose.

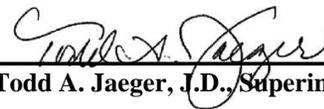
RECOMMENDATION: Administration recommends that the Board approve the proposed Resolution as presented.

INITIATED BY:



Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: March 23, 2020



Todd A. Jaeger, J.D., Superintendent

**RESOLUTION OF THE GOVERNING BOARD
OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared a Public Health Emergency related to the COVID-19 coronavirus outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to constitute a pandemic; and

WHEREAS, on March 11, 2020, the Governor of the State of Arizona has declared that a State of Emergency exists in Arizona due to the COVID-19 outbreak; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak is a national emergency in the United States; and

WHEREAS, on March 15, 2020, the Governor of Arizona and the Arizona Superintendent of Public Instruction closed schools in Arizona for two weeks, from March 13-27, 2020, to assist with slowing the spread of the COVID-19 coronavirus, and thereafter on March 20, extended the school closures at least through April 10, 2020; and

WHEREAS, on March 16, 2020, President Trump and the Center for Disease Control and Prevention issued their “Coronavirus Guidelines for Americans: 15 Days to Slow the Spread” which include guidance to avoid social gatherings of more than ten (10) people; and

WHEREAS, the Pima County Board of Supervisors, and the Mayors of the City of Tucson and Town of Oro Valley, have separately declared a Public Emergency and ordered temporary closure of a number of public establishments, and strongly encourage all employers to practice social distancing practices that avoid gatherings of more than 10 individuals, at least through March 31, 2020; and

WHEREAS, the Amphitheater Unified School District No. 10 of Pima County, Arizona (“District”) has the authority, pursuant to A.R.S. § 15-806(B) and Governing Board Policy ID (School Day) and its accompanying regulations, to close schools and other District facilities in an emergency; and

WHEREAS, the Governing Board recognizes the right of the public to observe the open meetings of the Board, but it also recognizes that Federal, State and local officials have discouraged attendance at public gatherings; and

WHEREAS, the Governing Board finds it is in the best interest of the District and its community to close schools as necessary to combat the Coronavirus pandemic, and to carry out the actions listed below; and

WHEREAS, the Governing Board finds that it is in the best interest of the District and serves a public purpose to implement changes to federal, state, and local laws related to the COVID-19 coronavirus outbreak; and

WHEREAS, the Governing Board finds that it is in the best interest of the District and serves a public purpose to continue to pay its employees for the time period of school closures in order to maintain order in the community, reduce employee turnover, allow employees to care for the needs of their families, meet its contractual obligations and maintain the morale of District employees during this state and national emergency.

NOW, THEREFORE BE IT RESOLVED THAT:

- Section 1. The Governing Board authorizes the closure of all District schools and school programs through at least April 10, 2020 and thereafter as may be mandated by the Governor of the State of Arizona and/or the Arizona Superintendent of Public Instruction related to the COVID-19 outbreak. The Superintendent is authorized to extend the dates of school closures if necessary, in accordance with Governing Board Policy ID.
- Section 2. The Superintendent is authorized to continue regular payroll expenses for all employees and leased personnel in accordance with their budgeted full-time equivalent (FTE) hours or per applicable contract provisions. Extended placement substitutes who have been designated as the teacher of record shall be paid their regular substitute rate. Temporary employees who do not have a regular work schedule, including as needed substitute employees, shall not be paid. All employees will report to work either on-site or assigned to work at home or remotely as determined by their supervisors. The Superintendent may exercise his existing authority to assign any employee to work remotely. The Superintendent is authorized to modify payroll necessary to comply with any State or Federal laws that may be passed in response to COVID-19.
- Section 3. The Superintendent is authorized to make any necessary adjustments to the provision of employee leave to comply with any State or Federal laws that may be passed modifying family medical leave provisions applicable to District employees. The Superintendent is encouraged to exercise reasonable flexibility with granting leave under these unusual circumstances.
- Section 4. The Superintendent is authorized to take any necessary steps to implement District's continuation of optimal access to meals for students and families during any period of school closure due to COVID-19 within any relevant rules now existing or as may be modified by the national and state school lunch program authorities.
- Section 5. The Superintendent is authorized to expand district childcare programs for children of health care professionals and first responders should the need arise due to strain on the health care system in Tucson as recommended by the Governor and Superintendent of Public Instruction.

- Section 6. The Superintendent is authorized to work with State authorities to meet minimum requirements of instruction and to create a corresponding change to the school calendar, if necessary.
- Section 7. The Superintendent is authorized to execute all requisite documents to apply to the Arizona Department of Education to excuse students from school attendance because of school closure pursuant to A.R.S. § 15-806(B).
- Section 8. The Superintendent is authorized to prepare a plan for alternative formats to provide education for students, which may include online instruction options, to the extent practical and within existing budget parameters should the school closures be extended.
- Section 9. The Governing Board hereby authorizes the President, in collaboration with the Superintendent, to make necessary arrangements and adopt temporary protocols to limit the staff and audience at any Board meeting to as few as 10 or such other number as deemed appropriate to protect the health and safety of the public, while also taking what steps are financially and logistically feasible to allow the public to observe the proceedings outside of the boardroom. Such arrangements may include modifying or limiting the Call to the Audience portion of Board agendas, including, if possible, permitting members of the public to make their comments publicly via technological means.

PASSED AND ADOPTED by the Governing Board on this 24th day of March, 2020.

Governing Board Members:

Deanna M. Day, M.Ed.
President

Vicki Cox Golder
Vice-President

Scott K. Baker, Ph.D.

Matthew A. Kopec

Susan Zibrat



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: March 24, 2020

TITLE: Executive Session

- A. Motion to Recess Open Meeting and Hold an Executive Session for:**
- 1. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. §15-843(A), Regarding:**
 - a. Student # 30062909**
 - 2. Discussion or Consultation for Legal Advice with the Attorney or Attorneys of the Public Body Pursuant to A.R.S. §38-431.03(A)(3); and**
 - 3. Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Regarding the Salaries, Salary Schedules or Compensation Paid in the Form of Fringe Benefits of Employees of The Public Body Pursuant to A.R.S. §38-431.03(A)(5).**

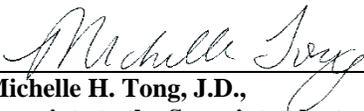
BACKGROUND:

The Board may wish to convene an executive session to discuss the items listed above and pursuant to the legal authorities cited in each above item.

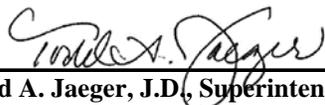
RECOMMENDATION:

Administration recommends the Board take action to convene an Executive Session.

INITIATED BY:


Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: March 23, 2020


Todd A. Jaeger, J.D., Superintendent