

Final Posting, Monday, September 14, 2020 - 5:30 p.m.

**SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD**

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

**Tuesday, September 15, 2020**

**6:00 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\***

*As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference. Due to pandemic conditions, this meeting will also 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](http://www.amphi.com).*

*Persons present at the Board meeting may complete a form to speak to the Board. Individuals who are unable to attend the Board meeting may submit written communications to the Board Members and Superintendent via email. (All email addresses are available on the District website).*

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

\* The Governing Board may meet in an 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.

<sup>1</sup> 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.

<sup>2</sup> Information items are for discussion only; no action will be taken.

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

<sup>4</sup> Study session items are for discussion only; no action will be taken.

**1. CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER**

Ms. Deanna M. Day, M.Ed., President

**2. PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENT OF DATE AND PLACE OF NEXT SPECIAL GOVERNING BOARD MEETING**

Tuesday, September 22, 2020 at 5:30 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership & Professional Development Center, SE Entrance and Parking.

**4. PUBLIC COMMENT<sup>1</sup>**

**5. CONSENT AGENDA<sup>3</sup>**

- |                                                                                                                                                        |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| A. Approval of Administrative Personnel                                                                                                                | 3  |
| B. Approval of Non-Administrative Personnel                                                                                                            | 5  |
| C. Approval of FY 2020-2021 Contract Forms for ASRS Retired Professional and Administrative Staff Who Elect to Return to Direct Hire with the District | 7  |
| D. Approval of Board Member Mr. Matthew Kopec to Vote at Arizona School Board Association (ASBA) Pima County Board Meeting                             | 21 |
| E. Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School Buildings E & F Weatherization Assessment - BRG-ASMNT-00010          | 22 |

**6. STUDY/ACTION**

- |                                                                                |    |
|--------------------------------------------------------------------------------|----|
| A. Review and Approval of Plan for Reopening Schools for In-Person Instruction | 31 |
|--------------------------------------------------------------------------------|----|

**7. PUBLIC COMMENT**

**8. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**9. ADJOURNMENT**

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 need special accommodations, please call the Governing Board office: (520) 696-5158

\* The Governing Board may meet in an 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.

<sup>1</sup> 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.

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

<sup>4</sup> Study session items are for discussion only; no action will be taken.



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

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**DATE OF MEETING:** September 15, 2020

**TITLE:** Approval of Appointment of Administrative Personnel

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**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 September 11, 2020.

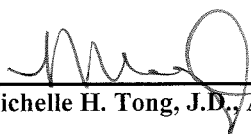
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**RECOMMENDATION:**

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

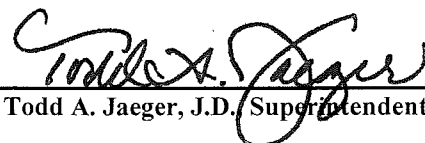
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**INITIATED BY:**



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

Date: September 11, 2020

  
Todd A. Jaeger, J.D., Superintendent

9/15/2020

# GOVERNING BOARD MEETING APPOINTMENTS

| LAST NAME | FIRST NAME    | TITLE                            | CT/CL     | LOCATION       | LEVEL | EXP<br>CREDIT | ADD'L INFO | CERTIFIED | RECOMMENDED BY | COMMENT     |
|-----------|---------------|----------------------------------|-----------|----------------|-------|---------------|------------|-----------|----------------|-------------|
| Haller    | Linda         | Assistant Director of Student Se | CT-AD-RET | Rillito Center |       |               | Rehire     |           |                | \$57,586.71 |
| Lopez     | Roseanne      | Associate Superintendent of Ele  | CT-AD-RET | Wetmore Center |       |               | Rehire     |           |                | \$74,717.10 |
| Mansouri  | Wilda Darlene | Director of Federal Programs     | CT-AD-RET | Wetmore Center |       |               | Rehire     |           |                | \$51,539.67 |

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|             |                                                                 |                                       |       |                                  |
|-------------|-----------------------------------------------------------------|---------------------------------------|-------|----------------------------------|
| *           | 2019-2020 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                   |



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

---

**DATE OF MEETING:** September 15, 2020

**TITLE:** Approval of Appointment of Non-Administrative Personnel

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**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 September 11, 2020.

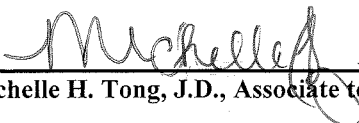
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**RECOMMENDATION:**

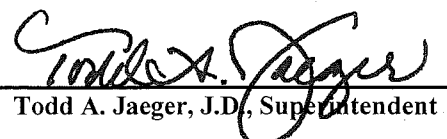
It is the recommendation of the Administration that the appointment(s) be approved as presented.

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**INITIATED BY:**

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

Date: September 11, 2020

  
Todd A. Jaeger, J.D., Superintendent

9/15/2020

## GOVERNING BOARD MEETING APPOINTMENTS

| LAST NAME | FIRST NAME | TITLE                                 | CT/CL     | LOCATION                | LEVEL | EXPERIENCE<br>CREDIT | ADD'L INFO | CERTIFIED | RECOMMENDED BY | COMMENT          |
|-----------|------------|---------------------------------------|-----------|-------------------------|-------|----------------------|------------|-----------|----------------|------------------|
| Wirth     | Valerie    | Curriculum & Instructional Support Sp | CT-RET    | Wetmore Center          |       |                      | Rehire     |           |                | \$36,185.68      |
| Harper    | Lisa       | Site Program Coordinator              | CT-PR-RET | La Cima Middle School   |       |                      | Rehire     |           |                | \$11,670.24      |
| Harper    | Lisa       | School Improvement Specialist         | CT-PR-RET | La Cima Middle School   |       |                      | Rehire     |           |                | \$26,969.47      |
| Harris    | Patricia   | Counselor                             | CT-PR-RET | CDO High School         |       |                      | Rehire     |           |                | \$37,431.73      |
| Kimminau  | Polly      | Math Coordinator                      | CT-PR-RET | Wetmore Center          |       |                      | Rehire     |           |                | \$43,065.05      |
| Collins   | Delbert    | Behavioral Intervention Monitor       | CL-RET    | Coronado K-8 School     |       |                      | Rehire     |           |                | \$12.24 per hour |
| Collins   | Delbert    | Campus Monitor                        | CL-RET    | Coronado K-8 School     |       |                      | Rehire     |           |                | \$12.24 per hour |
| Harris    | Herman     | Campus Monitor                        | CL-RET    | Copper Creek Elementary |       |                      | Rehire     |           |                | \$12.24 per hour |
| Johnson   | Connie     | Bus Driver                            | CL-RET    | Transportation          |       |                      | Rehire     |           |                | \$12.24 per hour |
| Miller    | Mitchell   | Instructional Technology Specialist   | CL-RET    | Walker Elementary       |       |                      | Rehire     |           |                | \$12.24 per hour |
| Newman    | Christine  | Special Education Teaching Assistan   | CL-RET    | Amphi High School       |       |                      | Rehire     |           |                | \$12.00 per hour |
| Romero    | Alejandro  | Custodian I                           | CL-RET    | Rillito Center          |       |                      | Rehire     |           |                | \$12.00 per hour |
| Toothman  | Victoria   | Campus Monitor                        | CL-RET    | CDO High School         |       |                      | Rehire     |           |                | \$12.24 per hour |
| Willard   | Amelia     | Student Services Coordinator Assista  | CL-RET    | Wetmore Center          |       |                      | Rehire     |           |                | \$12.24 per hour |

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|             |                                                                 |                                       |       |                                  |
|-------------|-----------------------------------------------------------------|---------------------------------------|-------|----------------------------------|
| *           | 2019-2020 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                   |



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

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**DATE OF MEETING:**      **September 15, 2020**

**TITLE:**      **Approval of FY 2020-2021 Contract Forms for ASRS Retired Professional and Administrative Staff Who Elect to Return to Direct Hire with the District**

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**BACKGROUND:**

On August 11, 2020, the Board approved an additional post-retirement employment opportunity for FY 2020-2021 to permit qualified ASRS retirees, separated from direct employment with an ASRS-provider for more than twelve months and currently leased through the District's third-party vendor Educational Services, Inc. ("ESI"), to be hired directly by the District. Arizona has enacted certain rules that are specific to ASRS retirees when returning to work with an ASRS provider. Therefore, a new form of contract is necessary for any contracted classifications into which an ASRS retired return-to-work employee will be hired directly by the District. This agenda item provides the Governing Board an opportunity to approve a form of contract for use during FY 2020-2021 for qualified ASRS-retired employees who elect to return to direct hire with the District.

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**RECOMMENDATION:**

Administration recommends that the Governing Board approve the appropriate form of contract to members of ASRS Retiree Professional and Administrative staff for Fiscal Year 2020-2021.

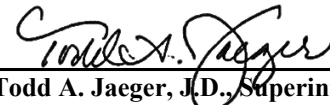
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**INITIATED BY:**



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

Date: September 9, 2020



Todd A. Jaeger, J.D., Superintendent

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK ADMINISTRATOR'S CONTRACT**  
**(Ten Month)**

This contract is entered into between \_\_\_\_\_ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 2020-2021 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure

to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2020-2021 school year only. Administrator is hereby notified that Administrator's employment is for the 2020-2021 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2020-2021 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

**13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
**Administrator**

**The Governing Board: (table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT**  
**(Ten Month)**

This contract is entered into between \_\_\_\_\_ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2020-2021 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of \_\_\_\_\_ together with any salary increase approved for Professional as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2020-2021 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 2020-2021 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2020-2021 school year only. Professional is hereby notified that Professional's employment is for the 2020-2021 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2020-2021 school year without any further notice or action on either party's part.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

**13. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Professional

**The Governing Board: (table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK ADMINISTRATOR'S CONTRACT**  
**(Twelve Month)**

This contract is entered into between \_\_\_\_\_ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 2020-2021 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2020-2021 school year only. Administrator is hereby notified that Administrator's employment is for the 2020-2021 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2020-2021 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Administrator

The Governing Board: (table of signatures of Governing Board to be inserted)



**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT**  
**(Twelve Month)**

This contract is entered into between \_\_\_\_\_ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2020-2021 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of \_\_\_\_\_ together with any salary increase approved for Professional as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2020-2021 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 2020-2021 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in

A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2020-2021 school year only. Professional is hereby notified that Professional's employment is for the 2020-2021 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2020-2021 school year without any further notice or action on either party's part.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Professional

**The Governing Board: (table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK ADMINISTRATIVE EXEMPT CONTRACT**  
**(Twelve Month)**

This contract is entered into between \_\_\_\_\_ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 2020-2021 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2020-2021 school year only. Administrator is hereby notified that Administrator's employment is for the 2020-2021 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2020-2021 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

**13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Administrator

**The Governing Board: (table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT**  
**(Twelve Month)**

This contract is entered into between \_\_\_\_\_ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 2020-2021 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed

in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator’s supervisor. Failure to do so shall result in Administrator’s immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator’s dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District’s central office, whenever Administrator or Administrator’s dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System (“ASRS”) to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator’s employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator’s employment under this Contract is for 2020-2021 school year only. Administrator is hereby notified that Administrator’s employment is for the 2020-2021 school year only and Administrator’s contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2020-2021 school year without any further notice or action on either party’s part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator’s certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District’s program and its students due to the premature loss of Administrator’s services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator’s breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District’s Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District’s offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Administrator

**The Governing Board: (table of signatures of Governing Board to be inserted)**



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

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**DATE OF MEETING:**      **September 15, 2020**

**TITLE:**            **Approval of Board Member Mr. Matthew Kopec to Vote at Arizona School Board Association (ASBA) Pima County Board Meeting**

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**BACKGROUND:**

On October 1, 2020 Arizona School Board Association will be holding their annual County meeting. The Board would like to nominate Mr. Matthew Kopec to represent the Amphitheater Governing Board at this meeting. The Board would also like Mr. Matthew Kopec to vote on policies pertinent to the Amphitheater School District at the Pima County meeting on the Board's behalf.

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**RECOMMENDATION:**

Administration recommends that the Governing Board nominate and elect Mr. Matthew Kopec to represent the Amphitheater Governing Board on October 1, 2020.

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**INITIATED BY:**

**Karin Smith**  
Executive Assistant to the Superintendent and Governing Board

**Date: September 9, 2020**

**Todd A. Jaeger, J.D., Superintendent**



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

---

**DATE OF MEETING:**      **September 15, 2020**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School Buildings E & F Weatherization Assessment – BRG-ASMNT-00010**

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**BACKGROUND:**

On August 7, 2020 the District submitted a School Facilities Board (SFB) Grant request for a weatherization assessment on buildings E & F at Ironwood Ridge High School. The SFB has approved this grant request during the regularly scheduled SFB meeting of September 2, 2020 in the amount of \$5,540.00.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: BRG-ASMNT-00010

Grant Amount: \$5,540.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-ASMNT-00010 in the amount of \$5,540.00 for the weatherization assessment on buildings E & F at Ironwood Ridge High School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

Jim Burns, Executive Manager, Operational Support

Date: September 9, 2020

Todd A. Jaeger, J.D., Superintendent

# SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

## TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

#### 2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### **3.4 LOCAL FUNDS**

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

### **3.5 SCOPE OF WORK**

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

### **3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT**

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

## **4. REPORTING REQUIREMENTS**

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

### **4.1 PUBLIC RECORD**

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

## **4.2 COMPLETION REPORT**

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

## **5. INSURANCE REQUIREMENTS**

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

## **6. AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

## **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

## **9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

## **10. TERMINATION**

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

## **11. ASSIGNMENT AND DELEGATION**

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

## **13. ENTIRE AGREEMENT**

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

## **14. APPLICABLE LAW**

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

## **15. THIRD PARTY ANTITRUST VIOLATIONS**

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

## **16. PROGRAM REVIEW AND SITE VISITS**

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

## **19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401**

### **19.1 WARRANT COMPLIANCE**

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

### **19.2 BREACH OF WARRANTY**

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.3 FAILURE TO COMPLY**

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.4 INSPECTION**

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

## **20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.**

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

## **21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

## **22. FLOW-DOWN REQUIREMENTS**

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

## **23. CERTIFICATION / AUTHORIZATION**

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)



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

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**DATE OF MEETING:** September 15, 2020

**TITLE:** Review and Approval of Plan for Reopening Schools for In-Person Instruction  
(REVISED 9-14-2020)

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### **BACKGROUND:**

*Since this Governing Board Agenda Item was first issued last week, the COVID-19 pandemic has continued to demonstrate its fluidity and constantly changing landscape. This item, and the recommendations it contains, have therefore been revised in light of the most recent information received from the Pima County Health Department, as well as the feedback received from the community regarding the original reopening proposal. The changes made are contained in italicized paragraphs (like this one).*

Following Arizona Governor Ducey's statewide closure of schools for the remainder of SY 2019-2020, the Governing Board approved a plan on July 14, 2020, to reopen schools in Amphitheater Unified School District to in-person instruction for SY 2020-2021. The plan approved by the Governing Board provided families with an opportunity to choose between two (2) learning modalities for student instruction during SY 2020-2021: In-School Learning with Health Precautions (Alternative 1); or Full-Time Online Learning by Request (Alternative 2).

### **Information about the Alternatives**

Alternative 1: (In-School Learning with Health Precautions) provides families who want their students to return to traditional school at a brick and mortar building an opportunity for them to do so once both the Arizona Department of Health Services (ADHS) and the Pima County Health Department (PCHD) provide guidance that it is safe to do so. Until then, the students who elected this alternative will learn remotely by necessity and will be instructed by their assigned classroom teachers. Ultimately, these students will continue with those same teacher(s) once there is a return to in-person instruction and learning in school buildings.

Alternative 2: (Full-Time Online Learning by Request) provides families who want their students to remain online throughout SY 2020-2021 to do so through the District's standalone online K-12 school, Amphitheater Academy Online. Students who attend this school will learn online through a variety of virtual teaching platforms, as well as additional instructional support and assistance provided by a District teacher who is assigned to the student. The school assignment for these students remains in place regardless of public health determinations that in-person learning may resume.

### **The Reason that Schools Started with Remote Instruction by Necessity**

While the ultimate goal for students who selected the first alternative was for them to begin learning in their school buildings, the changing course of the COVID-19 pandemic with infection rates surging regionally required the District to alter its plans for school year 2020-2021. At the July 14, 2020 Board meeting, the Superintendent explained that decisions on school opening and closures should follow the public guidance of the state and local health departments for re-opening schools for in-person learning. In addition, the



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

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Superintendent proposed that families and staff be given a two-week notice before school buildings reopen. Since the PCHD indicators on July 14, 2020 were all in the “Criteria Not Met” (red) zone, it was reported that school would likely not be able to return to in-person learning until at least after Labor Day.

The next week, on July 23, 2020, Arizona Governor Ducey confirmed Superintendent Jaeger’s assessment when he issued Executive Order 2020-51, which states in pertinent part as follows:

The Arizona Department of Health Services shall develop public health benchmarks for the safe return of in-person, teacher-led classroom instruction, and make them available no later than August 7, 2020. These recommendations shall be informed by the Centers for Disease Control Prevention guidance, and may be revised as necessary to reflect the most current public health standards.

- a. Each school district and charter school shall consider these recommendations, guidance from county health officials, community needs and available resources to determine when in-person, teacher-led classroom instruction can safely be made available.
- b. School districts and charter schools shall refer to mitigation strategies as outlined by the Centers for Disease Control and Prevention to adopt a mitigation plan prior to opening a school building for on-site support services or in-person instruction.

Since then, the Superintendent has regularly met with PCHD to review health indicators to determine when schools can open to students for In-School Learning.

### **Can Pima County Schools Start In-Person Yet?**

On September 2, 2020, the ADHS reported COVID-19 conditions in several counties across the state, including Pima County, would allow implementation of a “hybrid” model of instruction, potentially permitting some students to return to schools for in-person, teacher-led instruction in cohorts (partial groups of students at a time). The “hybrid” model thus authorized by ADHS does *not* allow all students to return to school at the same time for in-person, teacher-led instruction in a school building.

On September 3, 2020, the PCHD reported that local health metrics (as contrasted with statewide measures) did not yet support a return to in-person instruction for any students in Pima County at this point. On the contrary, PCHD provided the following guidance: *“We do not believe that it is safe to move into the hybrid phase of instruction in Pima County at this point.”*

The PCHD metrics includes disease transmission, healthcare system status, and public health system status as benchmarks for the current status of the pandemic. PCHD has indicated that it will approve a hybrid phase of instruction when all metrics on its COVID-19 Progress Report (<https://webcms.pima.gov>) are in a combination of the “Criteria Met” (green) and “Progress” (yellow) indicators to show that our County is on a trend for progress in slowing the spread of COVID-19.

*Currently, there is one (1) metric in the “Criteria Not Met” (red) on the Pima County COVID-19 Progress Report.*



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

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### **What is Needed to Transition to Learning in a School Building?**

The health pandemic is a complex issue. PCHD has said that there has been significant progress in public health conditions over the last month, which it attributes to the additional safety precautions put in place for physical distancing and face coverings being largely used by the public. PCHD has indicated that if current trends continue, the county may have all green or yellow indicators by the end of September. Should this occur, PCHD anticipates that school districts with appropriate mitigation protocols in place can reopen for in-person learning in October 2020.

*On Monday, September 14, 2020, PCHD added to their previous guidance stating unequivocally that it will be until late October or early November before they will be able to even predict when the health care conditions in Pima County will warrant the resumption of full-time in-person learning for all students. They emphatically advised that through the entirety of October, it will be safe to engage in hybrid model instruction, and that is the only approach they recommend for the entirety of October.*

*The hybrid model consists of students being divided into cohorts with only certain cohorts attending school on certain days, with the other cohorts still receiving instructional services remotely at that same time, and then the cohorts reversing those modalities on alternating days.*

### **District Mitigation Plan**

*Regardless of the modality of instruction employed, Amphitheater Public Schools, like virtually every public business or service provider in our community, has substantially modified its practices in nearly every area of operation to help ensure the safety of our students, staff and community. Any return of students to our campuses – in hybrid or full-time in-person models – will be partnered with the implementation of these revised practices and protocols.*

The District has established a mitigation plan for schools that complies with guidelines established by the PCHD. The mitigation plan, among other things, provides for the following additional safety protocols at schools during the COVID-19 pandemic:

### **Cleaning and Sanitization**

- ✓ All desks and chairs will be cleaned every day in elementary schools and after every class in secondary schools. Students can assist with the cleaning of their own desks. Teachers can spray, and students can wipe desks.
- ✓ Hand sanitizer and/or soap and water will be available in every classroom, in offices, and in common areas.
- ✓ Alcohol wipes will be available to sanitize computer keyboards and other devices where sharing is necessary.
- ✓ Ventilation of classrooms with outside air will be increased to the extent possible.
- ✓ Libraries, maker spaces, and other common instructional areas will require handwashing/sanitizing before entering.
- ✓ Libraries will set aside returned items for the time period recommended by the CDC before handling.
- ✓ A COVID-19 Response Team has been formed that can respond to a suspected case of COVID-19 to provide deep sanitizing of necessary areas.
- ✓ Additional custodial staffing and grounds-keeping duties will be hired for added cleaning of facilities and playground equipment (touchpoints).



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

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### **PPE/Health and Safety**

- ✓ Face coverings are required by Pima County and Governing Board policy, and compliance will be enforced for all staff and students.
- ✓ Reusable cloth face masks have been provided to staff.
- ✓ The District has received donations of more than 3,000 face masks for student use.
- ✓ Special face coverings have been provided by Student Services for use with children who have special needs.
- ✓ Parents are responsible for determining their child's health status before arriving at school. The District will provide a checklist to guide such determination.
- ✓ Parents are required to keep their child at home should they present with any symptoms of illness.
- ✓ Any staff member exhibiting signs of illness must stay home.
- ✓ The District has adjusted HVAC systems to pull in a maximized amount of outside air in accordance with CDC ventilation guidelines.
- ✓ The District continues to change its air filters on a scheduled basis.
- ✓ School health offices have been equipped with additional PPE to meet potential need.
- ✓ Health offices have been reconfigured as necessary to ensure separation of ill persons from well persons.
- ✓ Additional training and back up personnel will be provided to ensure continuity of health services.
- ✓ Protocols and guidelines for prompt responses to COVID positive cases on campus have been created.

### **Contact Limitation**

- ✓ Classrooms will be cleared of excess furniture and other materials to allow for desks/tables to be spaced as far apart as possible.
- ✓ Seating will be arranged to allow for physical distancing as feasible, with students facing the same direction.
- ✓ The number of students in common areas will be minimized. Expanded cafeteria space will be provided by adding tables outside (middle and high schools). Tables will be added inside elementary cafeterias.
- ✓ Elementary students will eat with their grade level cohort.
- ✓ There will only be very limited volunteers/visitors on campuses. Only program volunteers will be permitted. Parents must drop students off at the gate/parent drop off and not enter the campus/buildings.
- ✓ Recesses will be staggered to allow for students to remain in their cohort groups.
- ✓ Large gatherings will be cancelled or postponed.
- ✓ Social distancing will be complied with to every extent possible in all contexts: lunch lines, hallways, etc.

### **Communication**

- ✓ Amphitheater has published guidelines for staff and students to facilitate the establishment of routines and procedures.
- ✓ Teachers will communicate with parents through District email or by phone.
- ✓ The District maintains an email hotline ([answers@amphi.com](mailto:answers@amphi.com)) for questions and concerns.
- ✓ The District will provide regular updates on public health impacts on educational operations.
- ✓ The District will provide information, as permitted by health information confidentiality restrictions, regarding incidents of COVID-19 outbreak.



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

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### **Transportation**

- ✓ Masks are required on all District transportation and on contracted transportation for students and staff, with the exception of those with specific health conditions.
- ✓ The District will provide masks to students when boarding the bus when they forget to bring one.
- ✓ Students will sit no more than two to a seat with a maximum capacity of 56 students per bus.
- ✓ Select windows will be open on buses to improve ventilation and fresh air.
- ✓ Parents are encouraged to plan for transportation from and to the same bus stop during the pandemic.
- ✓ Bus passes may be issued to manage enrollment in transportation services. Passes should be integrated with identification badges.
- ✓ Buses will be sanitized after morning and afternoon runs.
- ✓ Contracted transportation providers will be required to match District mitigation efforts.
- ✓ The District will encourage families to carpool to decrease the number of children riding buses.
- ✓ The District will implement necessary precautions and mitigation efforts when transporting special needs and medically fragile students.

### **Food and Nutrition**

- ✓ Lunch will be served in school food service facilities.
- ✓ Elementary students will eat with their grade level cohorts.
- ✓ Additional tables will be placed in the cafeterias to allow for social distancing, and additional tables will be placed outside at middle and high schools.
- ✓ Tables will be sanitized between servings.
- ✓ Food sharing will be discouraged.
- ✓ School lunches will be pre-placed on tables to avoid lines and promote social distancing.
- ✓ Lunch times will be staggered to minimize number of elementary students in cafeterias at the same time.
- ✓ Grab and Go lunches will be available in multiple lines to minimize congregation.
- ✓ Salad bars and self-serve items will be temporarily eliminated.
- ✓ Hiring of additional staff to assist with sanitizing and removal of food trash.
- ✓ Visitors will not be allowed in the cafeteria until further notice.

### **Educational Services**

- ✓ Full-time online education available through K-12 Amphi Academy Online.
- ✓ In-person field trips, and student and staff travel will be postponed.
- ✓ Use of shared materials will be limited.

### **Additional Family and Staff Guidance and Protocols**

In addition to the foregoing, Amphitheater Public Schools has developed two separate COVID-19 handbooks for staff and students that clarify safety protocols during the pandemic. They also identify the procedures to be followed if a student or staff member develops COVID-19 symptoms or receives a positive test result. As part of the District's mitigation plan, these handbooks are available for public review at [www.amphi.com](http://www.amphi.com).



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

### Plan to Transition to In-Person Learning in School Buildings

With this background in mind, the Administration recommends that Amphitheater Public Schools initiate plans to reopen its schools to students for in-person, teacher-led instruction in the school buildings. Again, this transition will only apply to the students who have elected the in-person learning alternative and therefore are currently participating in Remote Learning by Necessity.

*The clarity of the public health conditions for the entirety of the month of October offered by PCHD today, however, makes clear that in-person instruction must begin in a hybrid model, if the District is to open for in-person instruction on October 12, 2020. From information received today, it appears that other Pima County school districts are beginning their in-person instruction in hybrid models.*

*Because PCHD has now advised in-person learning will be safe in October -- but only in hybrid models -- the Administration is recommending the reopening of schools for in-person learning using a hybrid model the week of October 12, 2020, following the Fall Break.*

### ***In-Person Learning Hybrid Model for All Elementary Grades***

- *All students would begin in-person beginning October 12, 2020 after Fall Break using a hybrid model.*
- *Early out is moved to Wednesday.*
- *Each classroom will be divided into two cohorts (e.g., Cohort #1, Cohort #2), generally according to the first letter of the last name (e.g., A-K in Cohort #1, L-Z in Cohort #2). Some balancing of numbers may need to occur to assure as even a distribution as possible.*
- *Cohort #1 would come to school in person on Monday and Thursday all day on the regular full school day schedule.*
- *Cohort #2 would come to school in person on Tuesday and Friday all day on the regular full school day schedule.*
- *Cohort #1 would work on Seesaw/ Google Classroom assigned tasks, Waterford, i-Ready, projects, math and reading practice on Tuesday and Friday while at home.*
- *Cohort #2 would work on Seesaw/ Google Classroom assigned tasks, Waterford, i-Ready, projects, math and reading practice on Monday and Thursday while at home.*
- *Live lessons via ZOOM would be offered on Wednesday along with one to one or small group check-ins. Wednesday would be a shortened day (early out).*
- *Specialist classes would be offered at school on a modified rotating schedule.*

*The following table illustrates the hybrid model approach for elementary schools:*

| <i><b>Monday</b></i>                           | <i><b>Tuesday</b></i>               | <i><b>Wednesday</b></i>                                                                               | <i><b>Thursday</b></i>              | <i><b>Friday</b></i>                |
|------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <i>Cohort #1 in person learning</i>            | <i>Cohort #1 remote learning</i>    | <i>Live ZOOM Lessons<br/>Individual and small group student contacts<br/>Deep cleaning of schools</i> | <i>Cohort #1 in person learning</i> | <i>Cohort #1 remote learning</i>    |
| <i>Cohort #2 remote learning</i>               | <i>Cohort #2 in person learning</i> |                                                                                                       | <i>Cohort #2 remote learning</i>    | <i>Cohort #2 in person learning</i> |
| <i>Modified/Rotating Specialists Schedules</i> |                                     |                                                                                                       |                                     |                                     |



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

### ***In-Person Learning for Secondary Students (6 – 12): Hybrid Model***

- *Middle School and High School students would remain in Remote Learning by Necessity instruction until October 12, 2020, when they would switch to a hybrid model at the start of the second quarter.*
- *Students would be divided into two cohorts based upon their last name in an alphabetical pattern, after adjustments required to maintain balanced cohorts. (For example, the Hybrid Model would divide students into two groups, A-L and M-Z).*
- *Like the elementary model described above, the high school hybrid cohort would attend in-person or remote instruction via the following schedule.*

|                  |                                                                      |                                |
|------------------|----------------------------------------------------------------------|--------------------------------|
| <b>Monday</b>    | <i>A – L (In-Person)</i>                                             | <i>Deep Cleaning of Campus</i> |
|                  | <i>M – Z (Access instruction through Zoom Live/Google Classroom)</i> |                                |
| <b>Tuesday</b>   | <i>A – L (Zoom Live/Google Classroom)</i>                            |                                |
|                  | <i>M – Z (In-Person)</i>                                             |                                |
| <b>Wednesday</b> | <i>Zoom Live/Google Classroom</i>                                    |                                |
| <b>Thursday</b>  | <i>A – L (In-Person)</i>                                             |                                |
|                  | <i>M – Z (Zoom Live/Google Classroom)</i>                            |                                |
| <b>Friday</b>    | <i>A – L (Zoom Live/Google Classroom)</i>                            |                                |
|                  | <i>M – Z (In-Person)</i>                                             |                                |

*The secondary school hybrid model allows for:*

- *Reduced class sizes*
- *Reduced lunch (cafeteria) occupancy*
- *Reduced transportation (bus) occupancy*
- *Fewer students in hallways during passing periods*
- *More individualized support when transitioning back to in-person learning*
- *Easier to configure classrooms while maintaining social distance*
- *Online routines could assist in easing back to full in-person learning*
- *Easier to keep campus clean and sanitary*
- *Social distancing is easier*
- *Creates an easier transition for students, staff, and parents when moving from online to back in-person*
- *If a campus is shut down, transition back to remote learning by necessity would be easier*

### **Amphitheater Academy Online Continuity of Instruction**

As originally intended, Amphitheater Academy Online students will see no shift in their learning modalities. They will remain in their current online instructional setting through the balance of SY 2020-2021. Amphi



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

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Academy Online students may, however, make requests to transition to in-person learning after consultation with their school principal.

### **Reopening of Athletics and Extracurricular Programs**

Athletics and other extracurricular programs are an integral part of learning. Our current learning modalities and public health conditions have obviously had a dramatic effect on these programs, essentially leading to cessation of all or most activities. The reopening of schools for in-person learning has always been the clear and ultimate trigger for restoration of such programs.

At the present moment, the Arizona Interscholastics Association (AIA) guidelines suggest that certain activities can proceed (e.g. conditioning and preparation), while others are still not yet safe (i.e. football competitions). Pima County Health guidance is more conservative in permission for athletics, particularly with respect to close contact sports. Anticipating a continued positive public health trajectory and the reopening of schools on October 12, 2020 extracurricular competitions should also resume as of October 12, 2020.

*However, in guidance issued on September 14, 2020, PCHD made it clear that no athletic competitions in contact sports should occur until such a time as all public health conditions are at the “low-risk” level in Pima County. PCHD advises that only inherently non-contact sports which lend themselves by their nature to social-distancing protocol compliance should engage in competition while conditions of moderate risk still exist. Put another way, these non-contact sports are the only sports which should be competing during hybrid instruction.*

Any restoration of athletic programs also necessitates consideration of when to begin formal (District-approved) conditioning, training and practices. In order for our student athletes to safely engage in competitions following the reopening of schools, they must be permitted to train and prepare in advance of those competitions.

It is therefore recommended that formal conditioning, training and practices be permitted to resume as of September 21, 2020. This could allow for three weeks (inclusive of Fall Break) of student athlete preparation before health and safety sensitive competitions resume.

*Consistent with the guidance received from the PCHD on Monday, September 14, 2020, the resumption of conditioning, training and practices will remain at the AIA Phase 1 level until further notice.*

### **Public and Staff Input into Reopening Plan**

As we have previously done, the Administration will be seeking public input regarding the reopening procedures described above. Surveys will be sent to District families and staff to seek information regarding readiness to return to in-person instruction and athletic competitions under the stated timetables and conditions. This input is needed as it will serve to inform not only further refinement and development of this proposal for reopening but also, ultimately, Governing Board action regarding the same.

*As stated above, this item has been revised based upon feedback received from our community. The District received considerable input expressing concern regarding class sizes and the difficulties of implementing appropriate social distancing given class sizes and classroom sizes. The adoption of a hybrid model will address these issues as well.*



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

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### What Else Can the Public Do to Help?

Many members of the public have stepped up to help our schools with everything from donations of masks, monetary donations for internet service for families, and more. These examples of our giving and caring community have been invaluable thus far and are greatly appreciated. Moving forward, particularly if we hope to reopen our schools and programs as described above, what we need more than ever is for everyone to:

- Wear a mask when in public and when in our schools
- Wash or sanitize hands frequently
- Maintain appropriate social distance
- Avoid large gatherings
- Follow other public health guidance as it develops

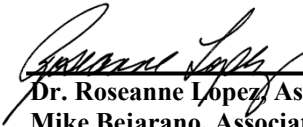
These mitigation strategies will help reduce the spread of COVID-19 and continue the improvements we have seen in public health conditions which will help us open our schools and keep them open. The children of our community need their schools, and we will continue to serve our community and its children. We appreciate the patience that so many members of the community have exhibited as we have traversed this fluid and changing situation over the last several months. We also appreciate the words of encouragement and gratitude offered for our teachers, staff, and administration who have done their very best over those months.

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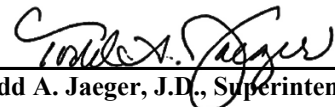
**RECOMMENDATION:** Administration recommends that the Governing Board approve the plan to resume in-person learning as presented.

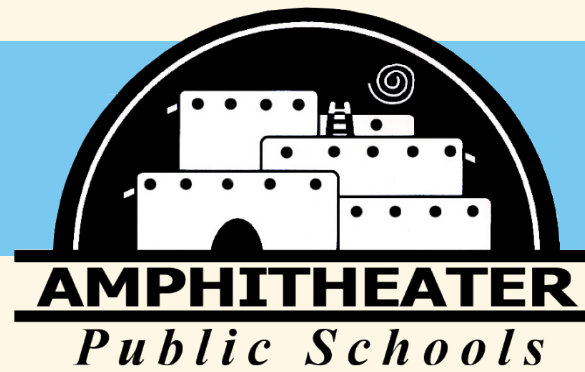
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### INITIATED BY:

   
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education  
Mike Bejarano, Associate Superintendent for Secondary Education

Date: September 14, 2020

  
Todd A. Jaeger, J.D., Superintendent



# Amphitheater School District Reopening

Special Governing Board Meeting

September 15, 2020<sup>40</sup>



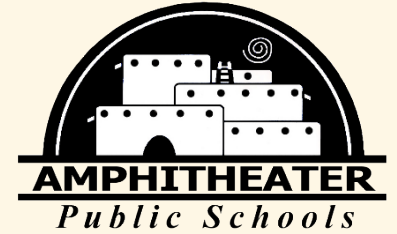
# Meeting a complicated challenge

- Once in a century event.
- Unknowns and uncertainties abound and evolve.
- Divergent, even competing opinions and data.
- Recent events having impact.
- Parent needs for reopening of in-person school.
- Parent concerns about health and safety.
- Staff desires to reopen schools for in-person learning.
- Staff concerns about health and safety.
- Business and community needs for reopening.
- Social-emotional impacts of closure and the pandemic generally on students, staff, and community.
- Student desires to return to school, friends, activities.
- Student worries about their futures and opportunities.
- Digital access inequities – for students and staff.
- Food insecurities for students.
- Traumatic experiences for students.
- District funding at risk with decreased enrollment and attendance.
- Staff losses and shortage generally.

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# A Quick Review.)



- March 13 (a Friday): We left for Spring Break, to return Monday, March 23.
- March 15 (Sunday): Governor closes schools until March 27.
- March 23-27: Educational Enrichment Efforts begin.
- March 27: Legislation mandated rules and funding protections for schools
- March 30: Governor extends closure for rest of SY
- March 30: Online education begins.
- In the ensuing weeks, fluidity of the situation grew.
- May 4: Formation of a Blue Ribbon Task Force on Reopening in this school year
- Week of May 18: The school year ends; School to start Aug. 6
- June 29: Governor orders continuation of closure to Aug 17
- July 23: Governor directs that districts consider guidance from state and local health departments to determine how and when to reopen schools.



# Amphitheater's Approach

The District weighed all of the factors—COVID numbers, health issues, wellbeing of children and adults, health needs, learning needs—and formulated what we believed to be the best plan for our community.

- 1 Opened school Aug. 10 in the “Remote by Necessity” model for all students who want to attend in-person school eventually.
- 2 Offered an “Online by Request” model for families who wish to remain in online school even after in-person school their children attend school in-person even when it does become available (approx. 800 students)
- 3 Stand ready for “In-Person Learning” when our public health officials advise it is safe to do so.

# Choices for Families

Amphitheater Public Schools have given families choice to have their children attend school in person (when possible) or entirely online through the District.

**1** In-person learning with health and safety measures in place

**2** Online learning by request

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1A: When school buildings are closed, this shifts to the “Remote Learning by Necessity” model.





# Key Points to Remember

1

We must be flexible. We are prepared to make changes to this plan as necessary depending on the situation in our community, state, and nation.

2

Amphitheater will follow applicable orders or guidance issued by national, state and local leaders as they apply to the District and the reopening of schools.

3

Amphitheater's reopening plan is guided by the Arizona Department of Education's Roadmap for Reopening and CDC/AZDHS/PCHD public health guidelines for reopening.

45

4

Pima County has ordered everyone over 5 years old to wear a mask except when they cannot keep 6 feet of physical distancing (with some exceptions). District policy now echoes this.





# Surveys: Main Takeaways

1

Health and safety are main concerns for families and staff.

4

Some families are in situations where they must have a remote schooling option.

2

Students need the consistency and support provided by in-person education.

5

Class sizes and the ability to provide social-distancing are common concerns for families and employees.

3

Most people are willing to wear masks and socially distance when possible if that means students can attend school in-person.

6

Finding solutions that work for everyone is impossible, no matter how hard we try.



# Where do things stand now?

- We have been watching state and local (most relevant) data for indicators allowing us to resume in-person learning.
- After a period of indicators climbing in wrong direction, more recent weeks have shown declines (the right direction).
- State's reopening benchmarks: 3 of 3 met.
- County's reopening benchmarks – all yellow and green are required for partial (hybrid) opening; all green required for full in-person opening

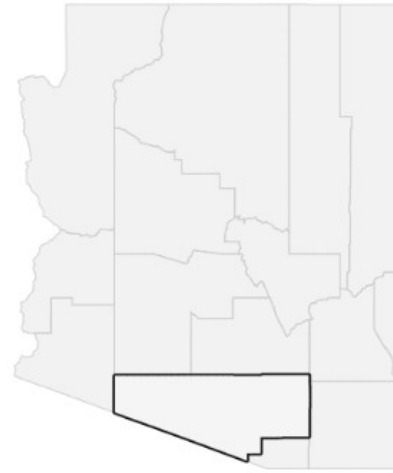
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# ADHS Data for Pima

<https://www.azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/index.php#novel-coronavirus-schools>

Select a county to filter the data.



## What is this dashboard?

**ADHS County-Level School Benchmarks**  
This dashboard is used to determine the level of community spread of COVID-19 in Arizona and assist with decision making for the types of delivery model schools may consider.

### Time Frame

This dashboard does not look at the past two weeks due to potential lags in data.

Hover over the icon to get more information on the data in this dashboard.



Date Updated: 9/10/2020

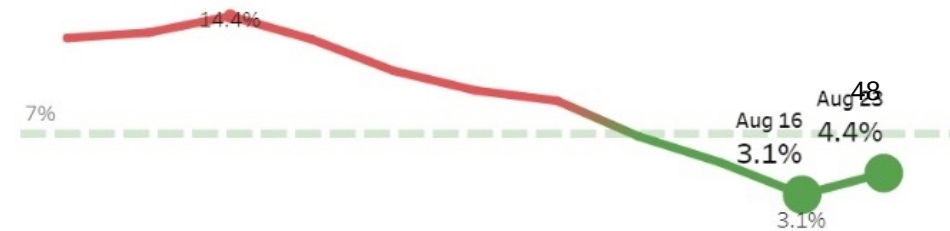
Showing data for **Pima County** (Southeastern Region)

## Benchmark Met

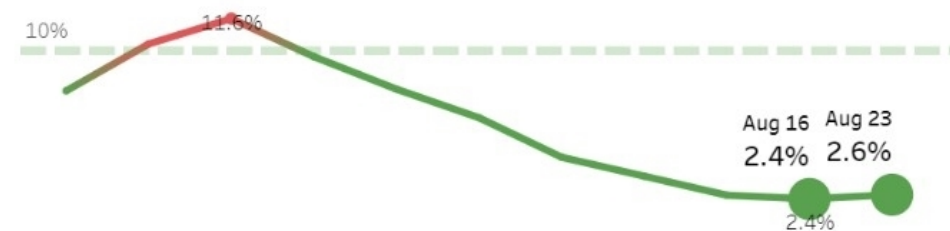
- 1 a) ☒ Decline in cases: **Met** OR  
1 b) ☒ Less than 100 cases per 100,000 individuals for two consecutive weeks: **Met**



- 2) ☒ Two consecutive weeks with percent positivity below 7%: **Benchmark Met**



- 3) ☒ Two consecutive weeks with hospital visits for COVID-like illnesses in the region below 10%: **Benchmark Met**



# PCHD Recommended Return to School Criteria

## 1. Disease Criteria

Cases over two consecutive weeks (with complete reporting of cases)

Percent Positivity

COVID-19 like illness

## 2. Healthcare Capacity Criteria

Lab Testing Availability and Utilization

Adequate hospital bed capacity to care for 2X the current COVID cases (+ surge) – Statewide

Sufficient Personal Protective Equipment (PPE) for Emergency Responders

## 3. Public Health Capacity Criteria

Timely case investigation

Testing of symptomatic contacts within 48 hours

Facilities/support for patients who can't be discharged home – Statewide

Criteria not met

Progress

Criteria met

Criteria not met

Progress

Criteria met

49

Criteria not met

Progress

Criteria met



# Where do things stand now?

## PCHD Indicators Summary

- 1 
- 7 
- 1 

Current metrics guide against reopening in any form presently. Metrics are expected to improve, however, and support potential *hybrid openings* very soon.

When all indicators are green: full reopening is possible.



# Full Reopening

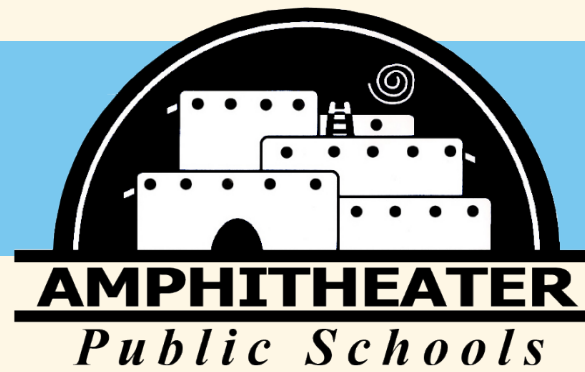
- This agenda item originally proposed a full reopening after Amphi Fall Break (Oct. 12) based upon a trajectory of improving metrics.
- Recent local pandemic events have called the trajectory into question.
- PCHD advised yesterday that all metrics “going green” within the next few weeks will not happen; indeed, it appears that conditions will only support hybrid instruction for the entirety of October.
- Full in-person reopening on October 12 is not advised.
- Parent and Staff surveys conducted to assess interests and potential participation demonstrated that most intend to attend reopened schools as soon as possible.

# Recent Survey of Families and Staff

- To seek feedback on mitigation efforts and plan components
- Cleaning and Sanitation
- PPE/Health and Safety
- Contact Limitations
- Communication
- Transportation
- Food and Nutrition
- Individualized feedback on learning model(s) choices in event of full reopening for in-person learning on October 12

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# Family and Staff Surveys

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Michelle Valenzuela  
Director of Communications



# Re-Opening Schools Surveys

We sent three surveys last week. Two were parent surveys—one for elementary school parents and one for middle and high school parents. The questions were the same, except for having content specific to school level. On the secondary survey, we added a question about extracurricular activities.

1,780 ➡ Elementary Family Survey

2,483 ➡ Secondary Family Survey

1,198 ➡ Employee Survey

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# About the surveys

Each survey contained information about mitigation measures the District plans to implement in several categories. The survey then asked participants to respond to a prompt. Example:

Please review the Cleaning and Sanitation measures that will be in place for reopening in-person learning and then respond to the prompt below.

- All desks and chairs will be cleaned after every class. Students may assist with the cleaning of their own desks. Teachers may spray, and students may wipe desks.
- Hand sanitizer and/or soap and water will be available in every classroom.
- Alcohol wipes will be available to sanitize computer keyboards and other devices.
- Rooms will be ventilated to the extent possible.
- Libraries and maker spaces will require hand-washing/sanitizing before entering.
- Libraries will set aside returned items for the time<sup>55</sup> period recommended by the CDC before handling.
- A COVID-19 Response Team has been formed that can respond to a suspected case of COVID-19 to provide deep sanitizing of necessary areas.
- Additional custodial staffing and grounds-keeping duties for added cleaning of facilities and playground equipment (touchpoints).

**Prompt: I am satisfied with the Cleaning and Sanitizing measures described.**



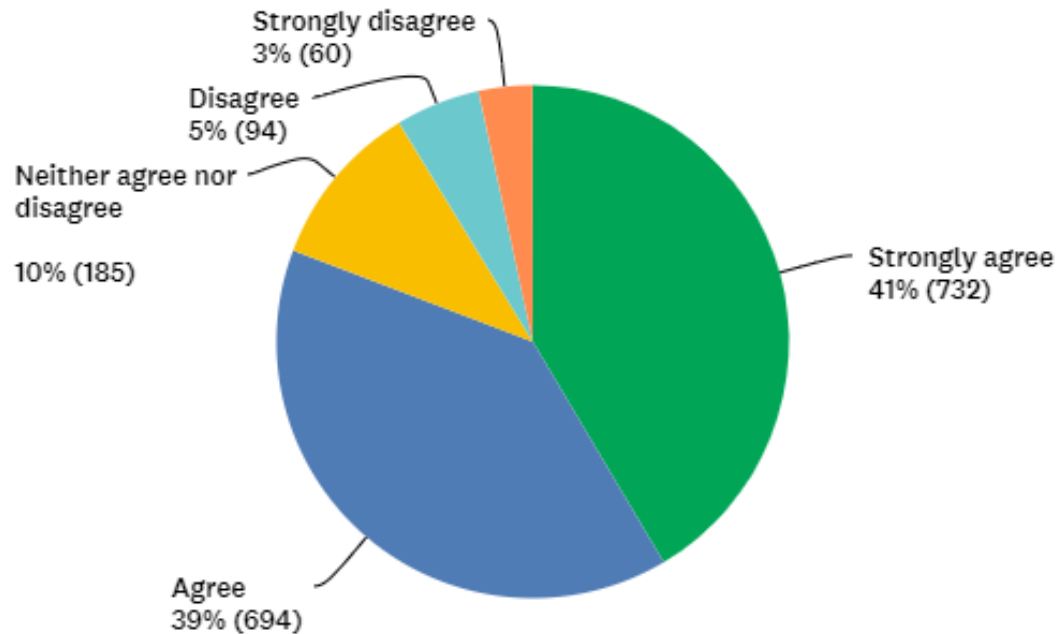
# About the surveys

At the end of each survey, we asked a question about plans for the future. We asked parents about what type of learning model they expected to choose for their children, and we asked employees about their plans for their work.

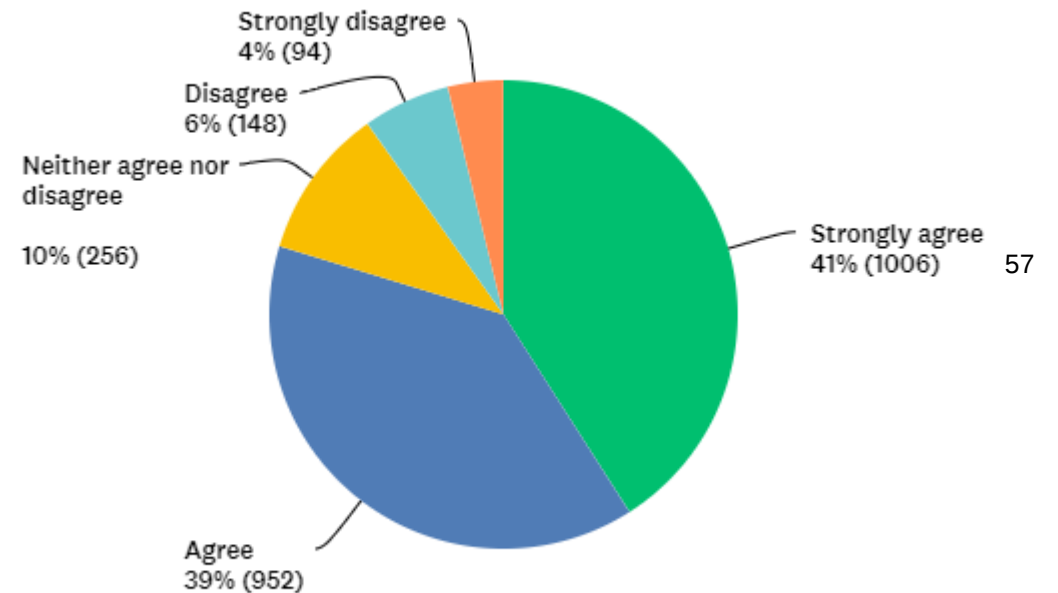
It's important to note that these surveys were not anonymous and that the answers were non-binding for families and employees.

# Cleaning and Sanitizing

## Elementary Families

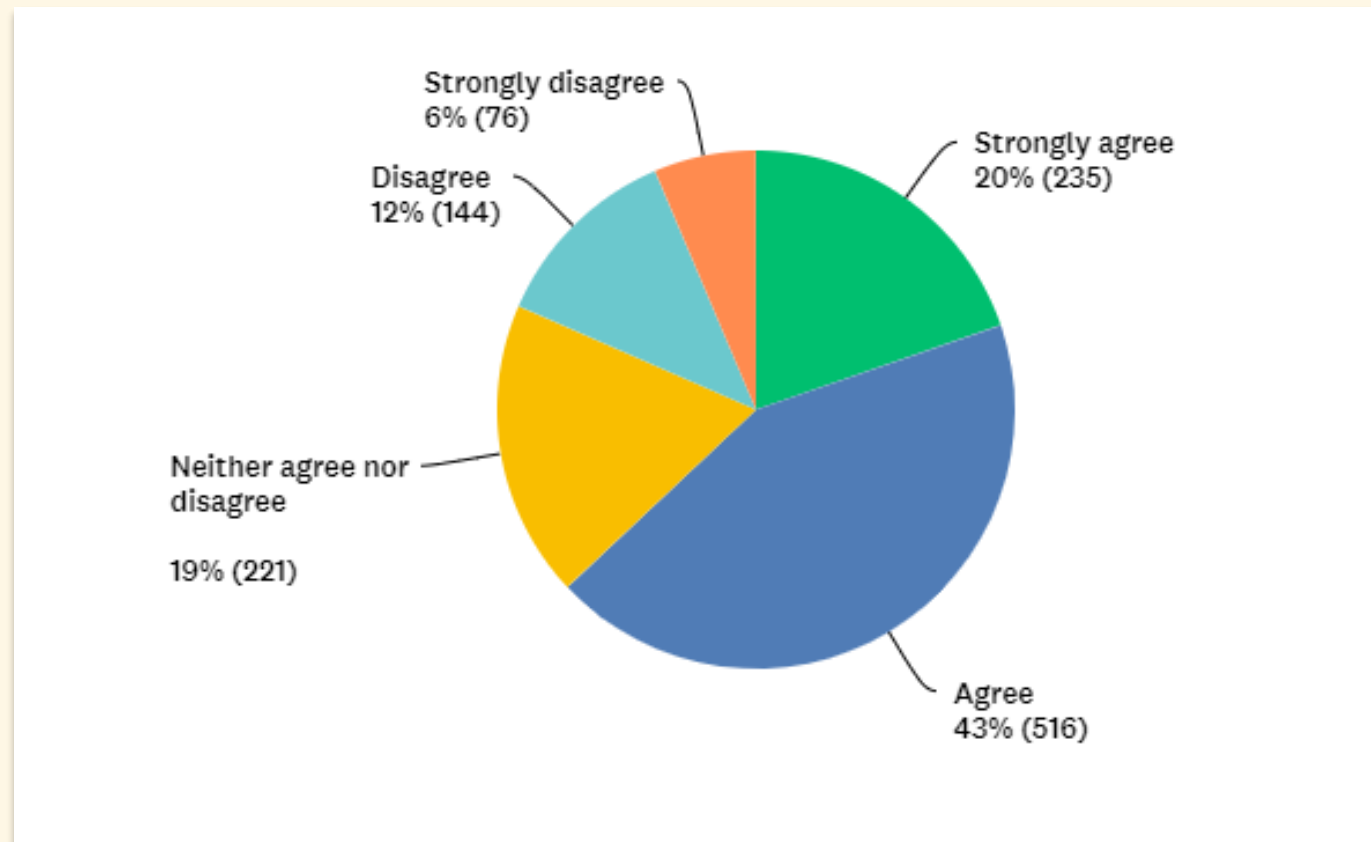


## Secondary Families



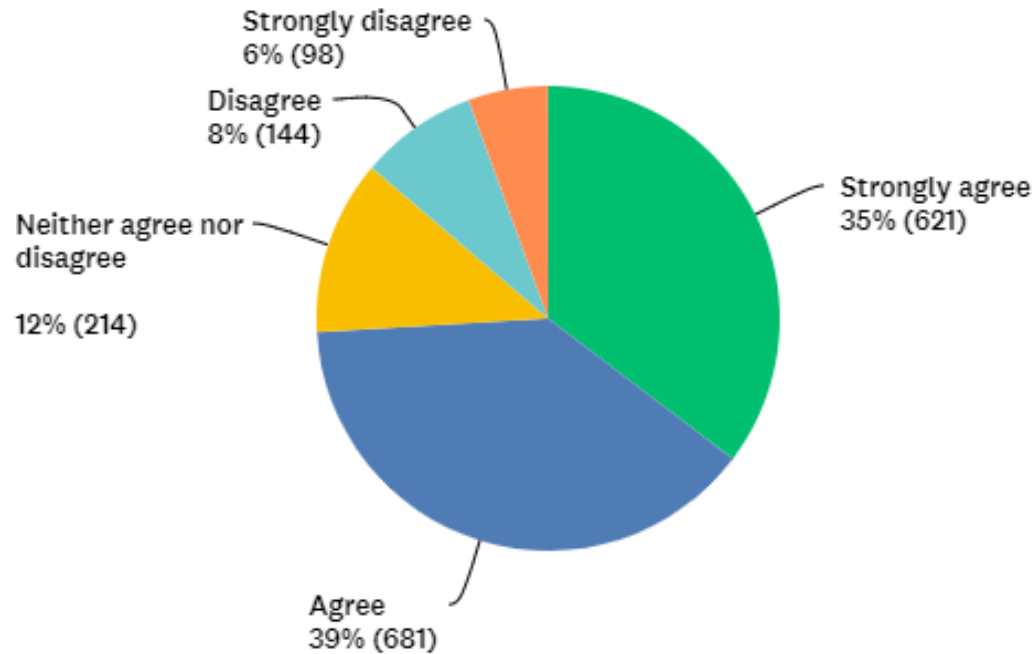
# Cleaning and Sanitizing

## Employees

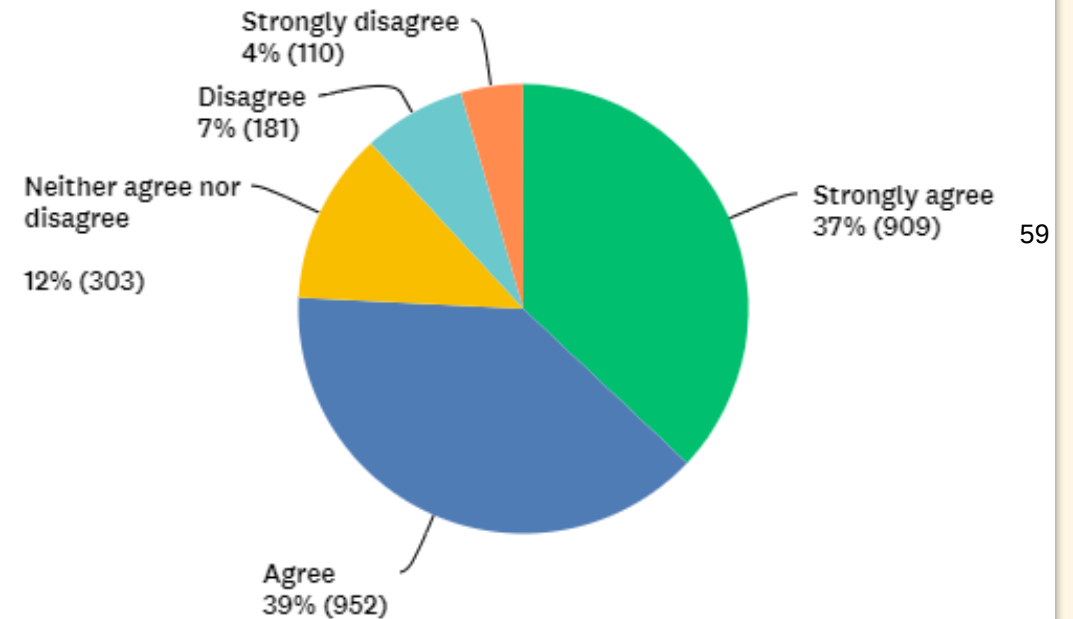


# PPE/Health and Safety

## Elementary Families



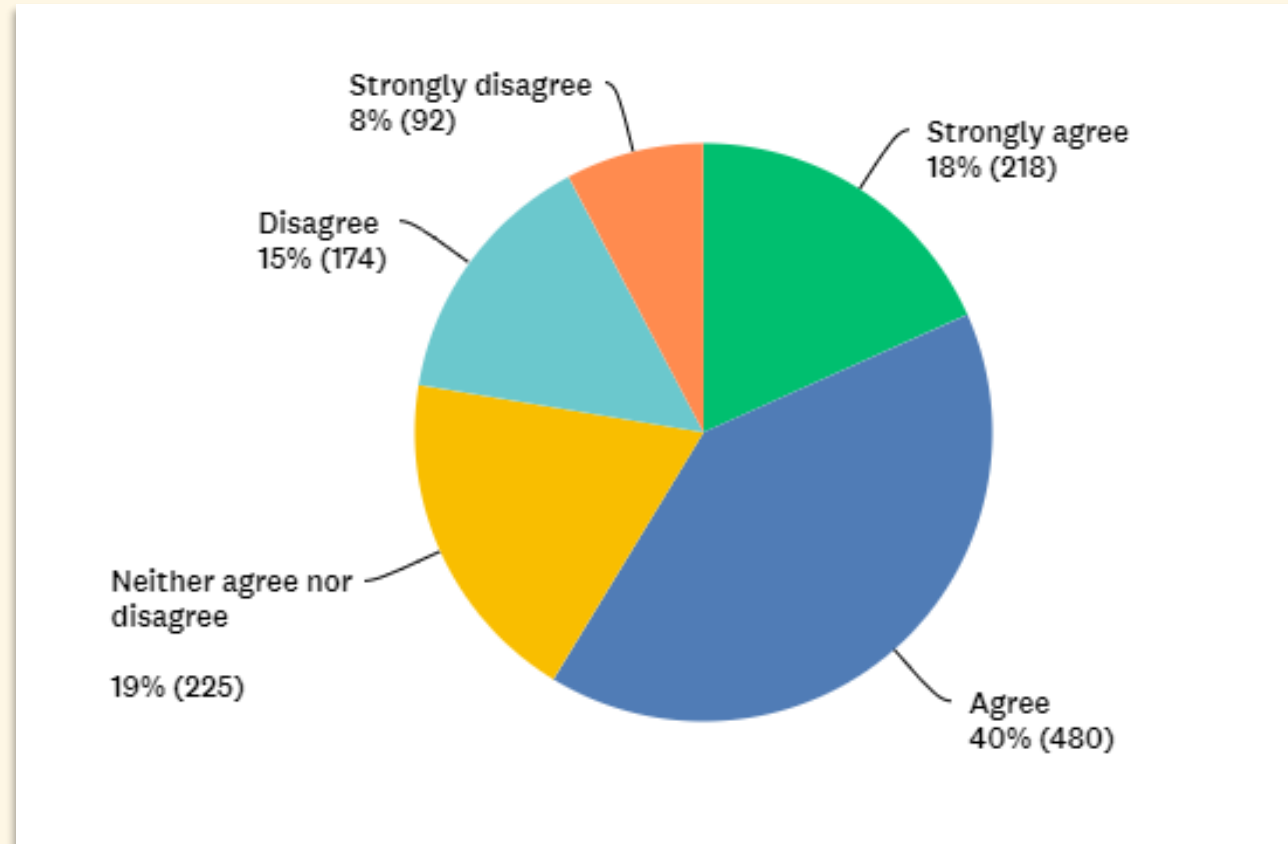
## Secondary Families





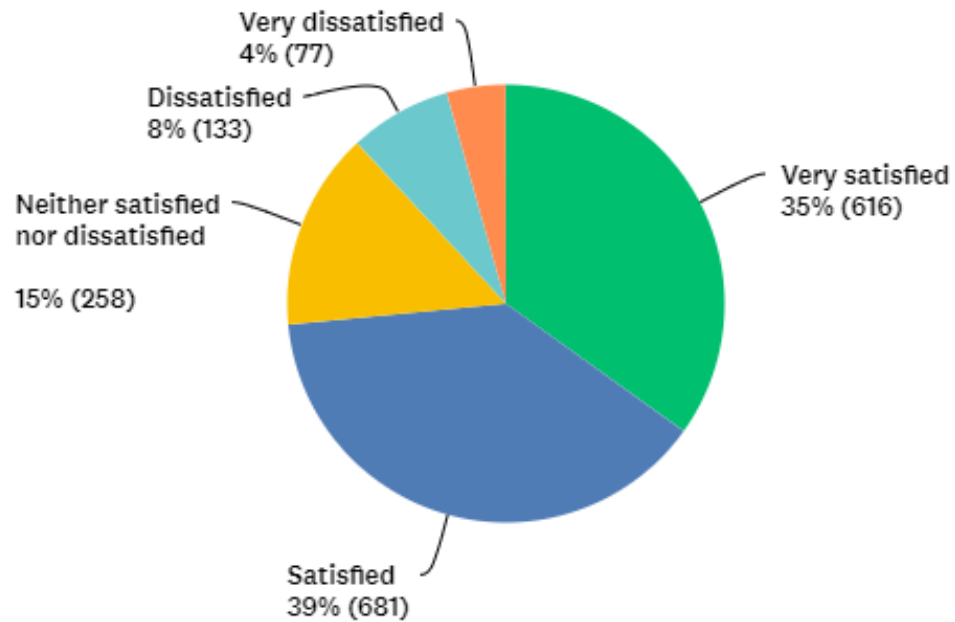
# PPE/Health and Safety

## Employees

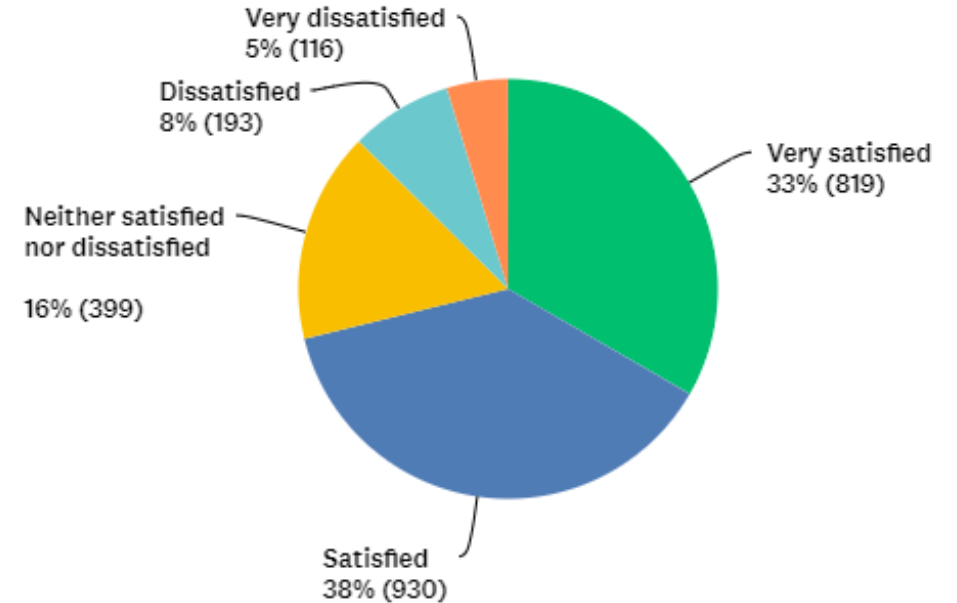


# Contact Limiting

## Elementary Families



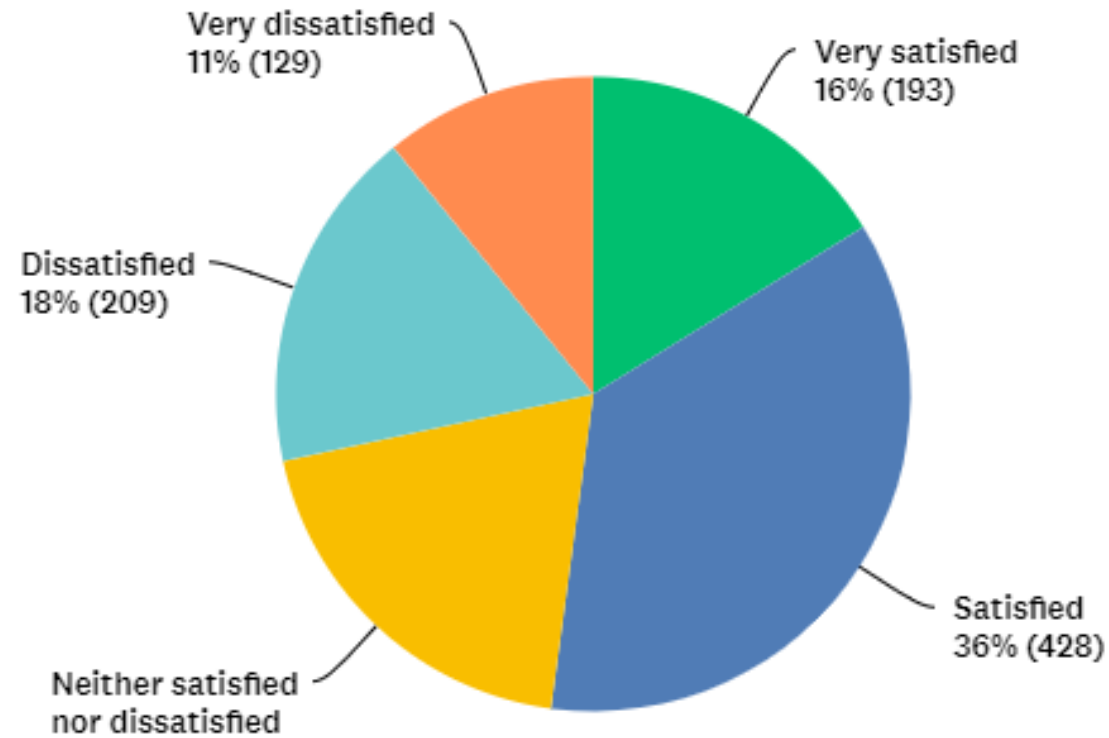
## Secondary Families





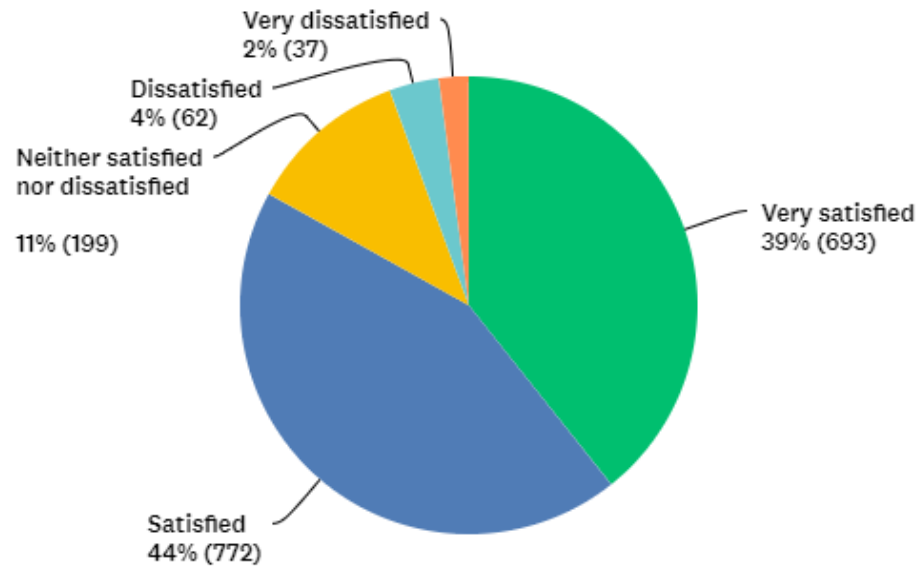
# Contact Limiting

## Employees

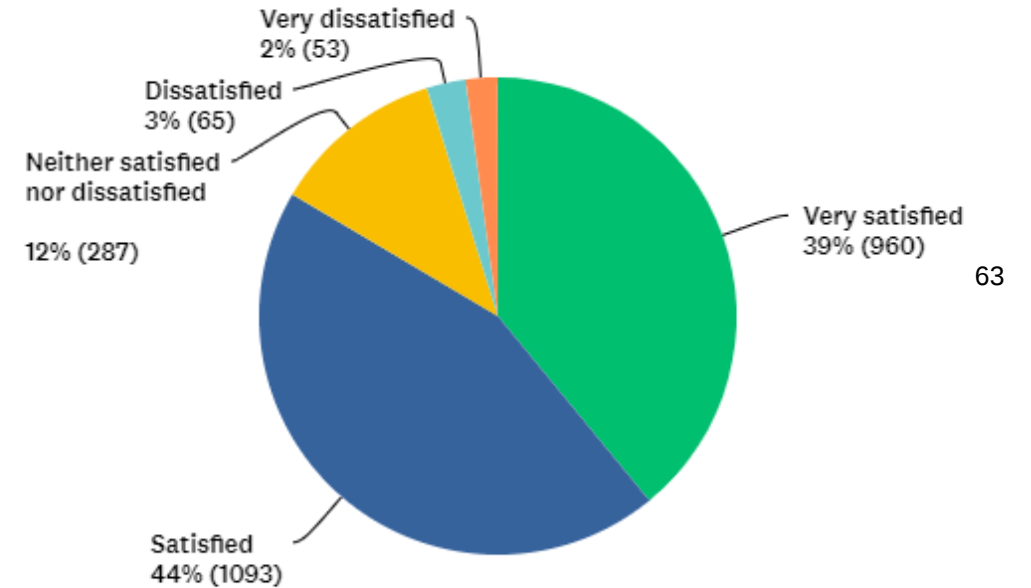


# Communication

## Elementary Families



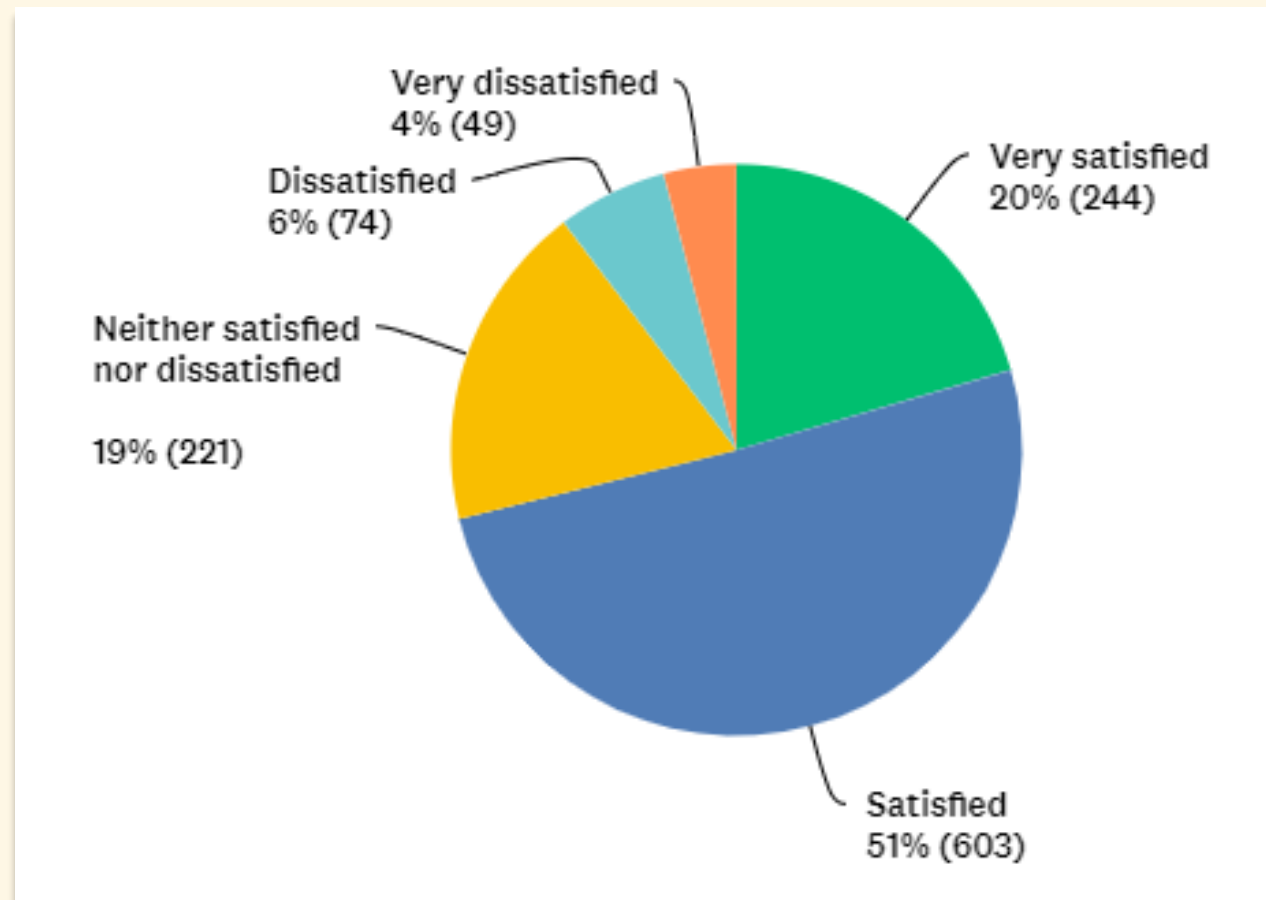
## Secondary Families





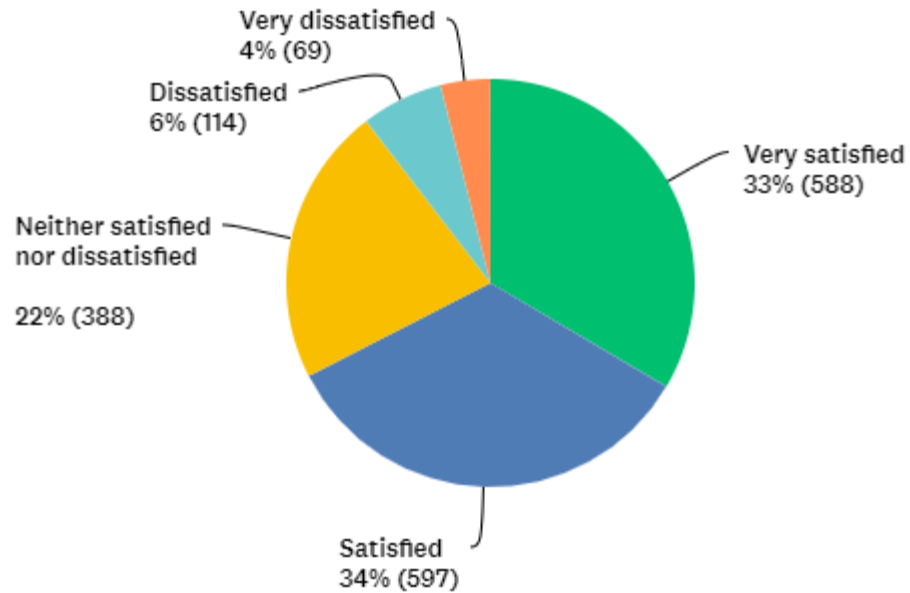
# Communication

## Employees

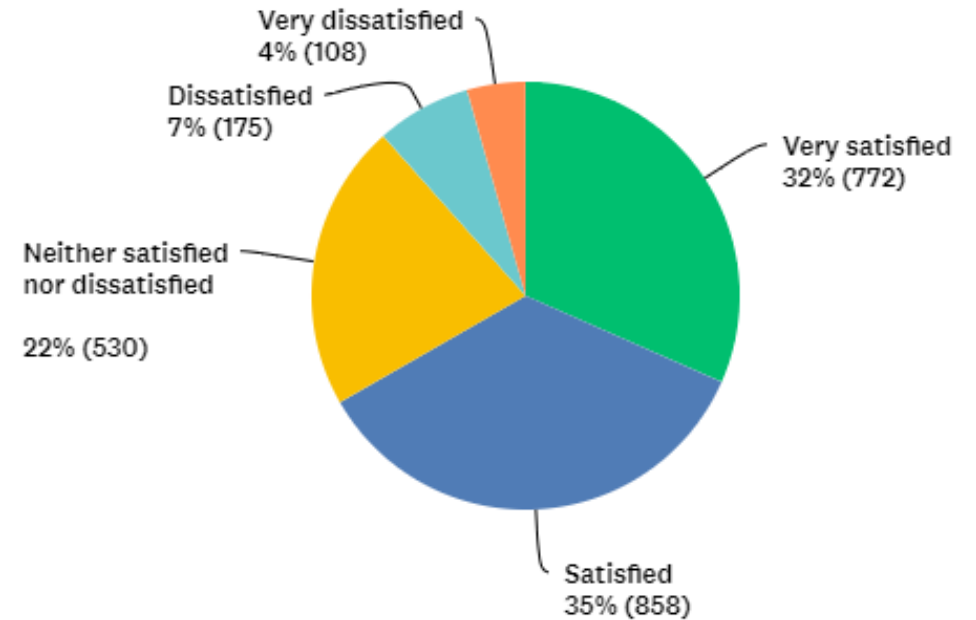


# Transportation

## Elementary Families



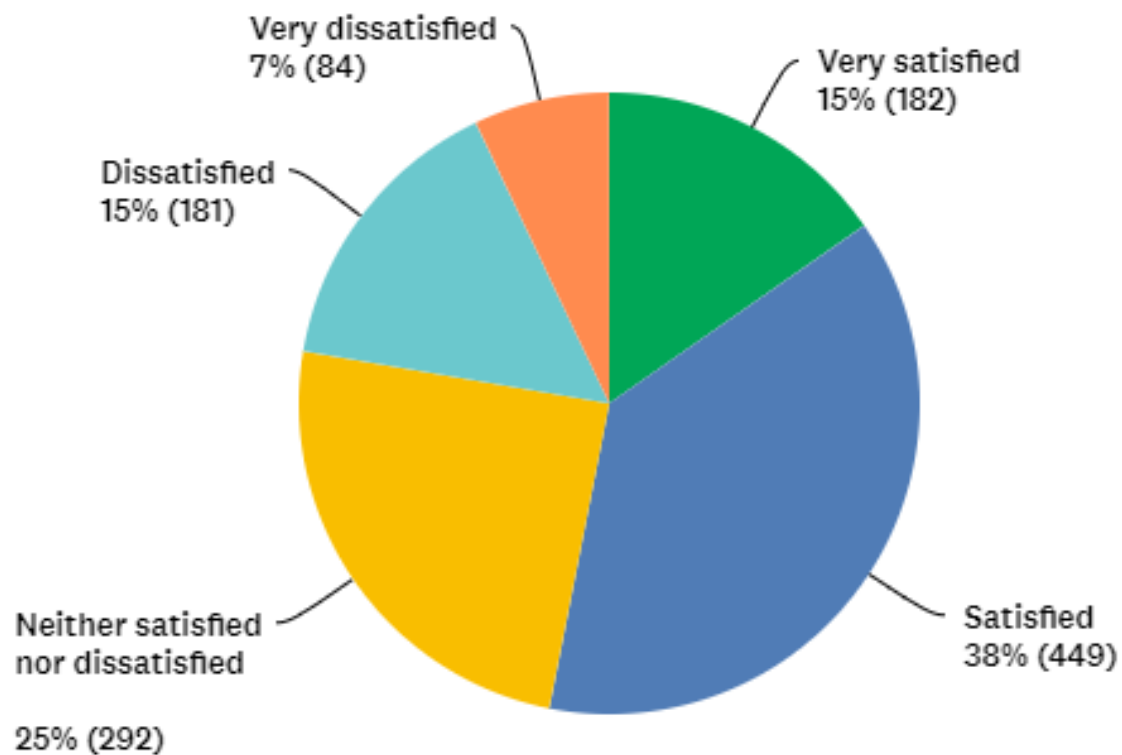
## Secondary Families





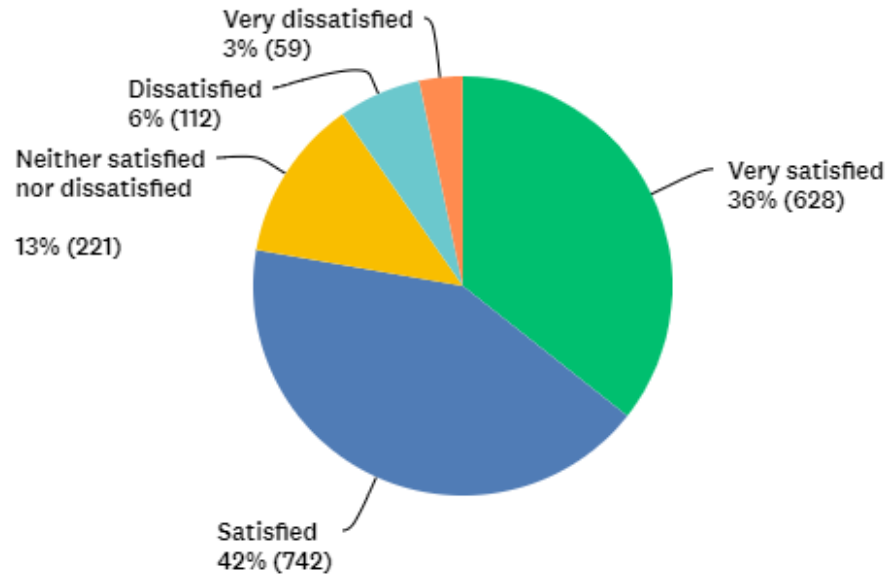
# Transportation

## Employees

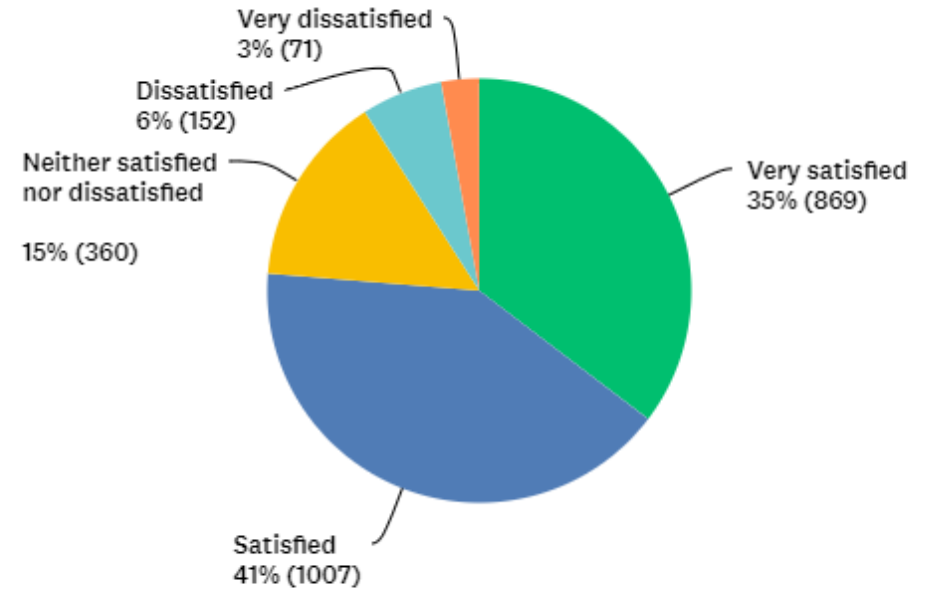


# Food and Nutrition

## Elementary Families



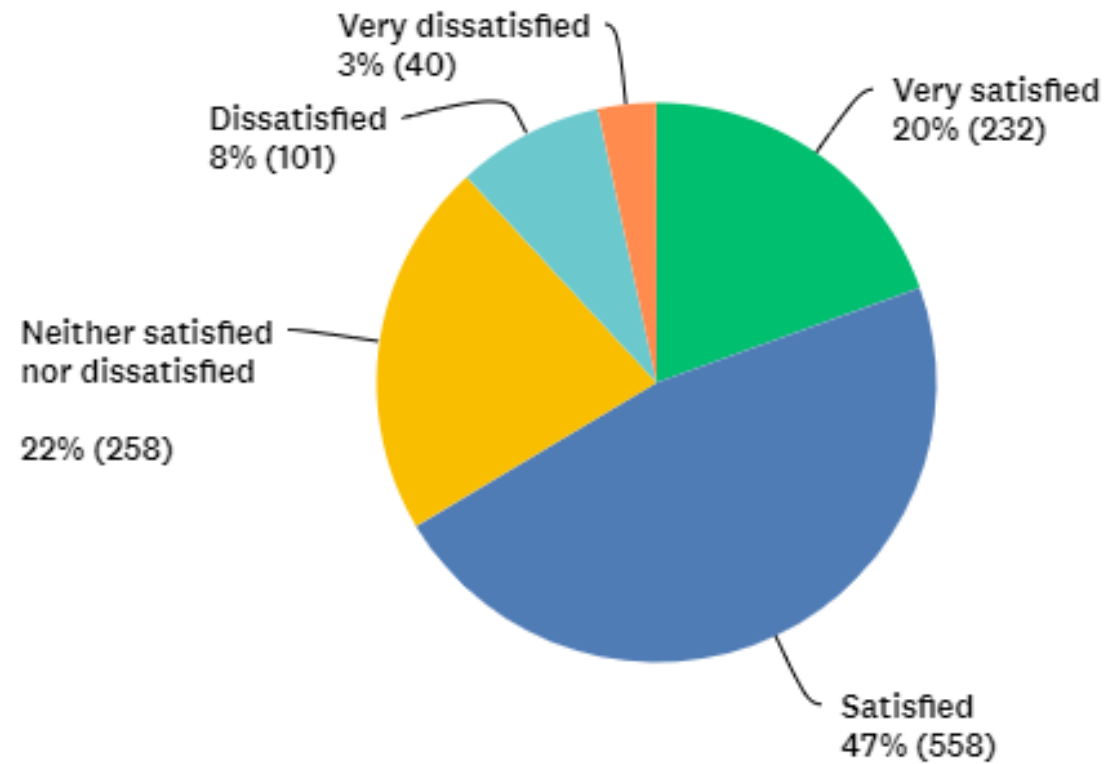
## Secondary Families





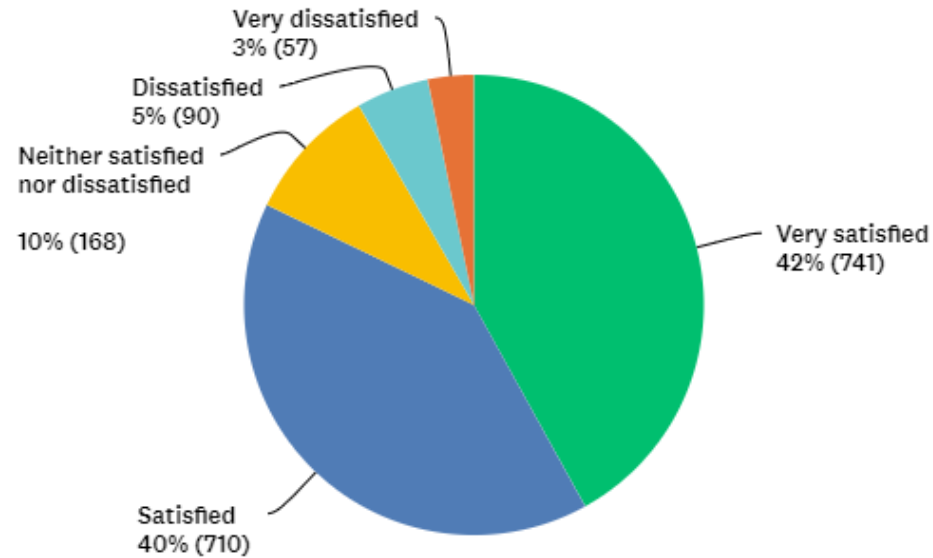
# Food and Nutrition

## Employees

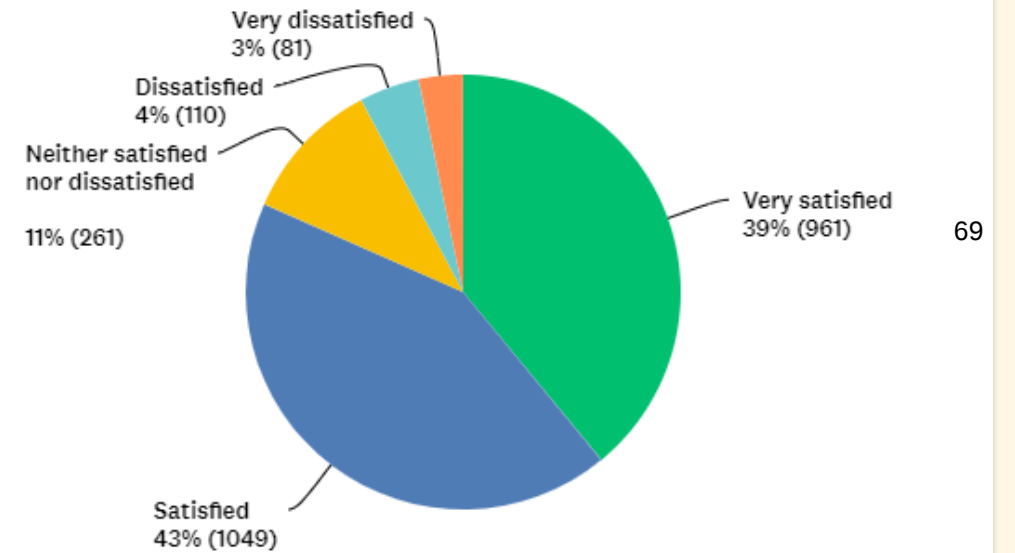


# Education Services

## Elementary Families



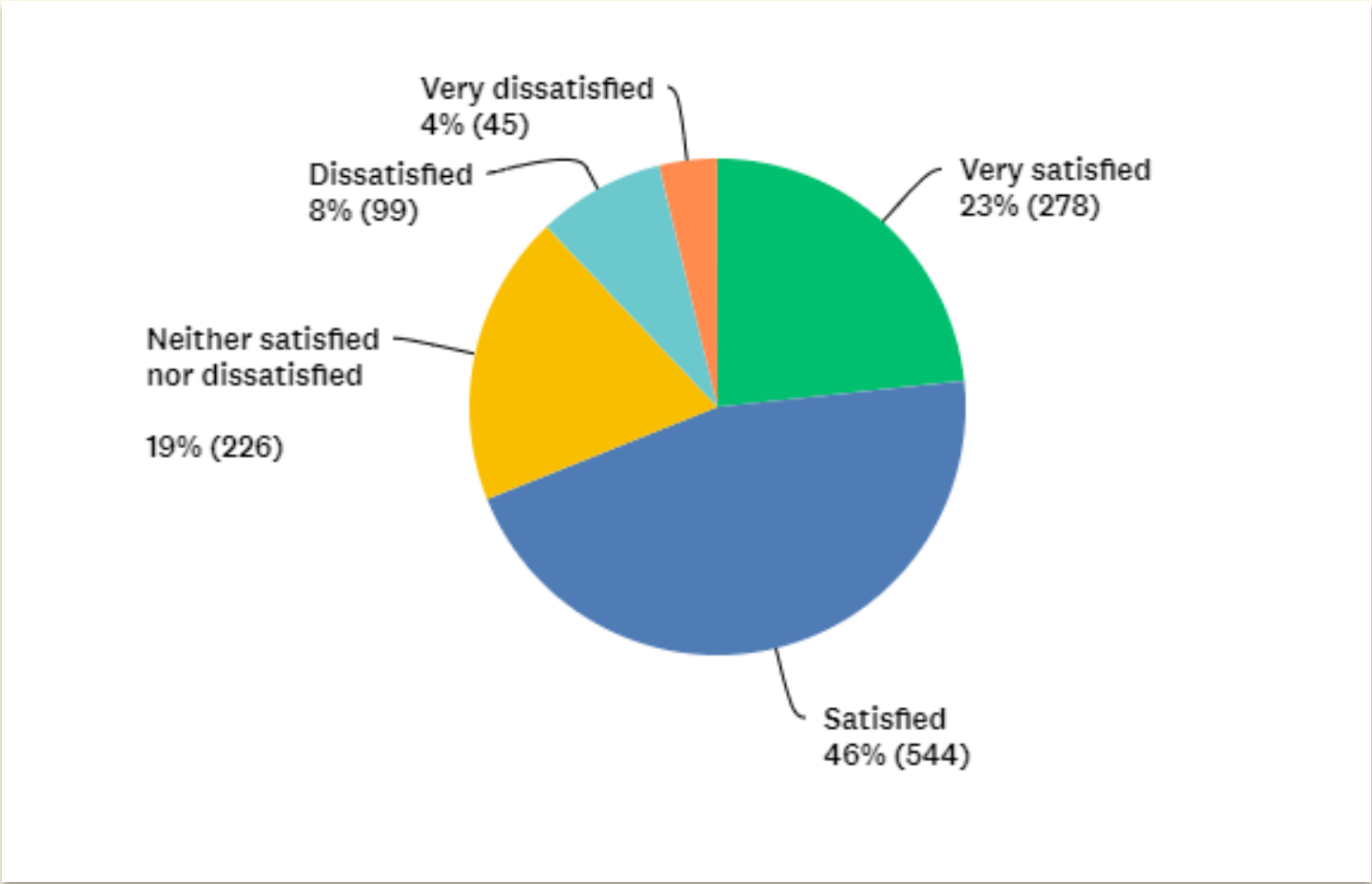
## Secondary Families





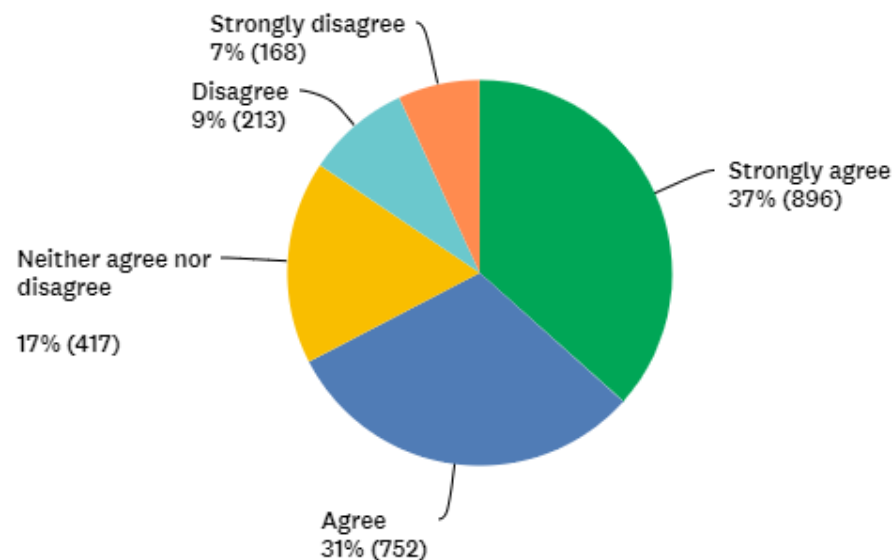
# Education Services

## Employees

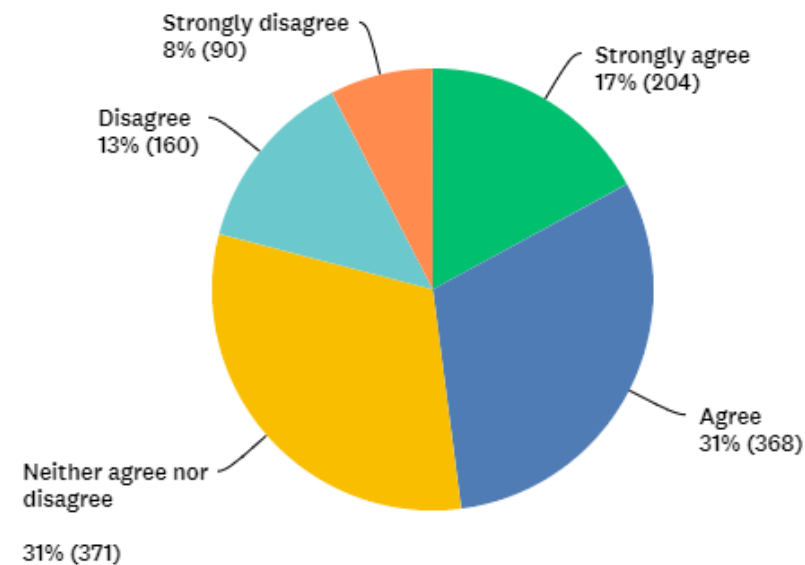


# Extracurricular Activities

## Secondary Families



## Employees





# Elementary Family Survey

Q: Please choose the option that best describes your plans for your children. This is for our information as we plan. Your answer will not impact your student's current learning option.

| ANSWER CHOICES ▾                                                                                                                                                                                                                          | RESPONSES ▾ |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------|
| ▼ My children are enrolled in the Remote by Necessity model and will return to school in-person on Oct. 1 (for kindergarten, first grade and self-contained special education students) or Oct. 12 as the District is currently planning. | 64%         | 1,132 |
| ▼ My children are enrolled in the Amphi Academy Online and will remain in full-time online learning.                                                                                                                                      | 6%          | 114   |
| ▼ My children are enrolled in the Amphi Academy Online but wish to change to in-person learning on Oct. 1 (for kindergarten, first grade and self-contained special education students) or Oct. 12 as the District is currently planning. | 5%          | 90    |
| ▼ My children are enrolled the Remote by Necessity model but wish to change to the Amphi Academy Online.                                                                                                                                  | 4%          | 72    |
| ▼ I plan to move my children out of the District.                                                                                                                                                                                         | 1%          | 9     |
| ▼ I am not sure.                                                                                                                                                                                                                          | 20%         | 356   |
| TOTAL                                                                                                                                                                                                                                     | 1,773       |       |

[Comments \(327\)](#)



# Secondary Family Survey

Q: Please choose the option that best describes your plans for your children. This is for our information as we plan. Your answer will not impact your student's current learning option.

| ANSWER CHOICES ▾                                                                                                                                  | RESPONSES ▾ |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------|
| ▾ My children are enrolled in the Remote by Necessity model and will return to school in-person on Oct. 12 as the District is currently planning. | 66%         | 1,636 |
| ▾ My children are enrolled in the Amphi Academy Online and will remain in full-time online learning.                                              | 5%          | 120   |
| ▾ My children are enrolled in the Amphi Academy Online but wish to change to in-person learning on Oct. 12 as the District is currently planning. | 4%          | 108   |
| ▾ My children are enrolled the Remote by Necessity model but wish to change to the Amphi Academy Online.                                          | 4%          | 102   |
| ▾ I plan to move my children out of the District.                                                                                                 | 0%          | 7     |
| ▾ I am not sure.                                                                                                                                  | 20%         | 492   |
| TOTAL                                                                                                                                             | 2,465       |       |

[Comments \(463\)](#)



# Employee Survey

Q: Please choose the option that best describes your plans for your children. This is for our information as we plan. Your answer will not impact your student's current learning option.

| ANSWER CHOICES                                                                                           | RESPONSES |       |
|----------------------------------------------------------------------------------------------------------|-----------|-------|
| I plan to work in my normal work assignment.                                                             | 75.96%    | 910   |
| I plan to resign when the students return.                                                               | 0.58%     | 7     |
| I'm a teacher and would like to apply for a position with Amphi Academy Online if one becomes available. | 1.42%     | 17    |
| I plan to request an extension of my current leave of absence for as long as possible.                   | 0.33%     | 4     |
| I plan to use my available paid leave balances to be away from work as long as possible.                 | 1.00%     | 12    |
| I am unsure.                                                                                             | 20.70%    | 248   |
| TOTAL                                                                                                    |           | 1,198 |

[Comments \(281\)](#)



# How do we reopen?

- Reopening is an absolute priority, but it must be done safely and in accordance with guidance from our public health systems.
- A quarter of the school year has been conducted online, and a majority of our students and parents want to return to school as soon as possible.
- We now know that full in-person reopening after Amphi Fall Break (Oct. 12) will not be possible.
- Hybrid Model: previously considered for the start of school but discounted at the time, because of health conditions which did not support its implementation and other factors.
- The learning needs of our children must be the primary consideration so long as the safety of all can be assured.
- A hybrid model, while not perfect, can strike the balance.



# Survey

Q

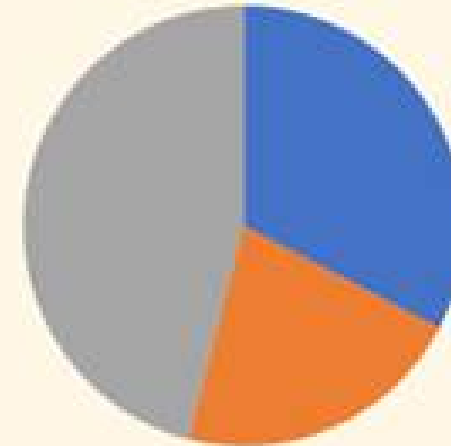
We asked families and employees which of the three models described by The Arizona Department of Education they would prefer.

Families



- Students attend school in-person full time with safety measures in place
- Students attend school remotely
- Students have an option of some in-person and some remote instruction

Employees



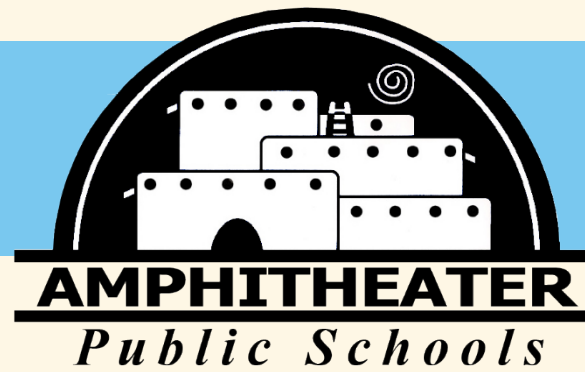
- Students attend school in-person full time with safety measures in place
- Students attend school remotely
- Students have an option of some in-person and some remote instruction

In a survey conducted in July, 43.38% of families wanted full-time in-person instruction when school resumed with safety measures in place; 41.89% wanted hybrid instruction (some remote and some in-person). Only 14.73% desired remote instruction exclusively.



# What are other Districts doing?

| Status of Public School District Instructional Activity |                                                   |             |
|---------------------------------------------------------|---------------------------------------------------|-------------|
| School District                                         | Instructional                                     | Target Date |
| Ajo Unified                                             | Hybrid                                            | 10/7/2020   |
| Altar Valley Elementary                                 | Hybrid                                            | 10/19/2020  |
| Baboquivari Unified                                     | Board will decide on remote, hybrid, or in-person | 10/7/2020   |
| Catalina Foothills Unified                              | Remote                                            | Pending     |
| Continental Elementary                                  | Hybrid                                            | 9/10/2020   |
| Flowing Wells                                           | Hybrid                                            | 10/5/2020   |
| Marana Unified                                          | Hybrid                                            | 10/19/2020  |
| Pima Accomodation District                              | Hybrid                                            | 8/31/2020   |
| Sahuarita Unified                                       | Hybrid                                            | 9/17/2020   |
| San Fernando Elementary                                 | in-Person                                         | 10/12/2020  |
| Sunnyside Unified                                       | Hybrid                                            | 10/15/2020  |
| Tanque Verde Unified                                    | Hybrid                                            | 10/19/2020  |
| Tucson Unified                                          | Hybrid                                            | 10/19/2020  |
| Vail Unified                                            | Hybrid                                            | 9/21/2020   |



# School Hybrid Reopening Plans

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Dr. Roseanne Lopez, Associate Superintendent for Elementary Education  
Michael Bejarano, Associate Superintendent for Secondary Education





# Possible Elementary Hybrid Model

All students are assigned to Cohort #1 or Cohort #2.

- **Monday and Thursday** (Cohort #1 for each grade level and classroom attends school all day; assignments issued for the next day for remote learning)
- **Tuesday and Friday** (Cohort #2 for each grade level and classroom attends school all day; assignments issued for the next day for remote learning)
- **Wednesday** all students are home for online learning. Teachers schedule small group instruction as needed for acceleration, intervention, etc.

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# What would elementary school like?



- Classes will be half their current size
- Students will be seated as far apart as possible
- Students will wear masks
- Lunch tables and seating will be at least six feet apart, students will eat with their [grade level cohort](#)
- Students will have their own supplies
- Students will wash or sanitize their hands regularly during the day, especially when transitioning to a different location as a cohort
- Students will go to recess
- Students will go straight to class in the morning in order to stay with their [grade level cohort](#)
- Classes will be led to bus lines and the lunch room in lines, six feet apart
- Parents and non-program volunteers will not be allowed on campus

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# Cohorts: How they help contain the spread....



- Elementary students will be contained in their **grade level cohort** throughout the school day.
  - Students will eat lunch with their grade level peers, have recess with grade level peers, and will not interact with children in other grade levels to the extent possible.
- 
- WHY?: Containment of potential outbreaks of COVID-19.

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|            |                                                                                             |
|------------|---------------------------------------------------------------------------------------------|
| Mondays    | A – L (In Person) Cohort #1                                                                 |
|            | M – Z (Remote Learning Assignments on software, projects, reading, math practice) Cohort #2 |
| Tuesdays   | A – L (Remote learning assignments on software, projects, reading, math practice) Cohort #1 |
|            | M – Z (In Person) Cohort #2                                                                 |
| Wednesdays | Zoom Live / Remote Learning Assignments on software/other                                   |
| Thursdays  | A – L (In Person) Cohort #1                                                                 |
|            | M – Z (Remote learning assignments on software, projects, reading, math practice) Cohort #2 |
| Fridays    | A – L (Remote learning assignments on software, projects, reading, math practice) Cohort #1 |
|            | M – Z (In Person) Cohort #2                                                                 |

# Elementary Hybrid Schedule

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\*Specialists schedules will be modified/rotated



# Elementary Hybrid Models: Pros

- Reduces class size by half
- Increases the ability to social distance
- Reduces number of students in hallways, cafeterias and buses
- Students are in school in person for part of the week
- Students get to see some of their friends, their teacher, and other staff members in person
- Students receive more direct instruction from their teacher than under the current model
- Helps students with issues related to isolation
- Students who need in person assistance can get the assistance



# Elementary Hybrid Models: Cons

- Teachers must teach in person and online in some form throughout the week resulting in a heavier workload (e.g., lesson planning for remote learning and lesson/activity planning for in-person learning)
- Young children would work 2-3 days per week on online software and packet work without teacher “ZOOM” lessons
- Maintaining continuity of instruction will be challenging
- Reduction in content taught
- Working parents may find it difficult to find childcare with a hybrid schedule
- If in childcare on off days, could bring the virus to school from the daycare
- Logistical challenges for families with students spread across multiple grade levels and schools
- May require more teaching staff
- Requires parent or caregiver involvement
- Specialists and extracurricular activities will need to alter schedules



# What would Secondary School look like?



|                |                          |
|----------------|--------------------------|
| <b>Mondays</b> | A – L (In Person)        |
|                | M – Z (Google Classroom) |

|                 |                          |
|-----------------|--------------------------|
| <b>Tuesdays</b> | A – L (Google Classroom) |
|                 | M – Z (In Person)        |

|                   |                              |
|-------------------|------------------------------|
| <b>Wednesdays</b> | Zoom Live / Google Classroom |
|-------------------|------------------------------|

|                  |                          |
|------------------|--------------------------|
| <b>Thursdays</b> | A – L (In Person)        |
|                  | M – Z (Google Classroom) |

|                |                          |
|----------------|--------------------------|
| <b>Fridays</b> | A – L (Google Classroom) |
|                | M – Z (In Person)        |

- Siblings with different last names could attend school, in-person, based on the older sibling's last name
- Students in Student Services programs would attend school, in-person, daily to ensure compliance with IEPs

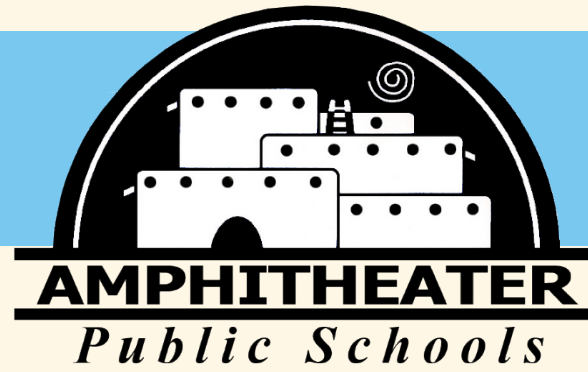


# Secondary Hybrid Models: Pros

- Time for smaller groups of students to acclimate to new procedures
- Reduce the number of physical interactions by limiting the number of students on campus and on buses
- Increase the opportunity to provide proper social distancing
- Reduce overcrowded classrooms, hallways, cafeteria/MPR and common areas. Management of students in these shared spaces will be more effective Increase opportunities for teachers to provide 1:1 support to students as they transition back to campus
- Continued to use of Zoom and Google Classroom allows for smoother transition back to Remote Learning by Necessity if needed
- Attendance can be taken using same practices currently used in Remote Learning by Necessity Allows for flexibility
- Transition is easier for students as they are currently utilizing synchronous and asynchronous learning
- Allows teachers to provide consistent Tier I and Tier II interventions
- Students can benefit from technology on campus
- Another option for parents as online learning has proven to be difficult

## Secondary Hybrid Models: Cons

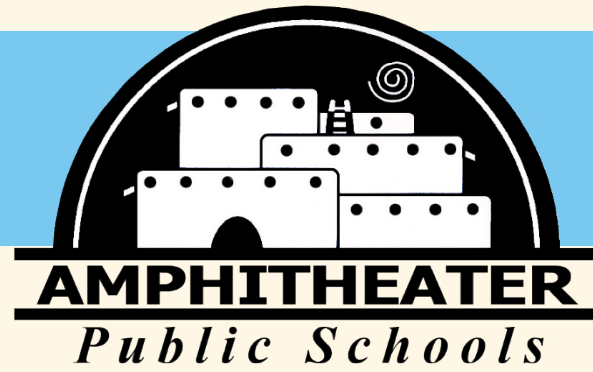
- Additional commitment by staff to prepare lessons and provide meaningful instruction to two groups of students on a daily basis
- Possible loss of instructional minutes and ADM
- Providing support and instruction for students without technology
- Requires teachers to take attendance for online and in-person students
- Families with multiple age children who rely on older children to care for younger siblings will have a difficult time if schedules are different
- Students who have trouble with time management may struggle with keeping track of synchronous and asynchronous learning
- Chromebooks that are assigned to students away from campus are not available to students on campus
- Transportation for students participating in extra-curricular activities



# Concluding Remarks

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# Questions?

