



Dr. Lily Matos DeBlieux  
Superintendent

August 6, 2020

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Dear Parent / Guardian,

Welcome to the 2020 - 21 school year! We are happy to have you as part of our Pendergast family. The beginning of our school year looks different, but our goals remain the same; to give your student the very best educational experience while keeping you safe, healthy, and connected to your class, your school, and to the Pendergast District.

During the last few months since declaring a state of emergency due to the outbreak of COVID-19, Governor Ducey has issued a number of Executive Orders that compel businesses, schools, and Arizona residents to take certain actions. In the case of schools, the most recent Executive Orders require us to establish a location where students can be supervised while they participate in online distance learning. You may have viewed our August 4, 2020 Governing Board meeting broadcast online where we discussed what this would look like for students, and reviewed public health data that show it is not safe for groups of people to congregate. Kathy Hoffman, the State Superintendent of Public Instruction affirmed our understanding of the public health data in her August 3rd public statement where she wrote in part:

*"...I want to make clear that **Arizona is not currently in a place to resume in-person or hybrid learning by August 17th**. As school leaders, we should prepare our families and teachers for the reality that it is unlikely that any school community will be able to reopen safely for in-person or hybrid instruction by August 17th.*

*Arizona is experiencing high community spread in rural and urban communities alike, and students and teachers should not be congregating in our school facilities."*

Despite the public health data showing an increase in cases and positivity in our attendance zip codes, and the statement from our AZ Superintendent of Public Instruction, as a public school district we

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are compelled to follow legal Executive Orders. Therefore, to remain in compliance with Executive Order 2020-51, PESD will provide a location for students that have nowhere else to go, to be supervised while they participate in their distance learning classes. Unless we are provided a waiver by the AZ Department of Health or the Governor, beginning August 17, 2020 enrolled students that are pre registered and cleared from our list will be able to attend our on-site supervision located at the Pendergast Community Center (PCC). This center will be staffed by our hourly classified staff and open Monday through Friday from 8:00am - 3:00pm. Students in attendance will be expected to do the following:

- Check in with their name, school, and teacher's name with the staff member at the entrance
- Participate in daily health screening(s)
- Wear a mask at all times, unless they are eating/drinking
- Remain in their assigned seat in the gym and follow staff member directions
- Sign in to their distance learning classroom and participate in distance learning independently according to their class schedule without disrupting other students
- Have breaks for breakfast / lunch / water and to use the restroom. If the student typically pays for lunch, and wishes to purchase one they will need to have money in their online meal account (meals are not provided for free unless your student qualifies for free meals)
- Adhere to Board policies and Student Handbook expectations.

It is important to know that this location is not 'school'. Certified teachers will **not** be on site. All instruction, including services for students that are learning English as a second language and for students with Individualized Education Plans will be provided online via distance learning. The room monitors will not provide instruction or lead activities. Students will be in the same room, K-8, with the same expectations to work independently. Due to safety concerns and staffing limitations there will not be recess or playtime with other students. Participating students will be expected to be present Monday-Friday, 8:00am - 3:00pm or their seat will be given to the next student on the list. We are not able to provide transportation to or from this supervision location; parents/ guardians will be responsible for student transportation. Due to staffing constraints and safety limitations involved in monitoring students outside the school setting, parents / guardians must know the following limitations:

- Students that are disruptive or that present signs of illness must be picked up immediately by their parent / guardian. They will be required to participate in distance learning from home.
- If a student is picked up late or dropped off early, they will need to participate in distance learning from home.

Due to the current public health situation, parents/guardians that have their student participate in this voluntary monitoring program will be required to sign and submit a waiver of liability for claims related to COVID-19 before the child will be allowed to enter the site. Unfortunately at this time we cannot allow

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anyone to participate if we do not have a completed waiver. That waiver is included at the end of this notification.

At this time our Governing Board has not set a date for school buildings to reopen. We will continue to communicate with the Pendergast community regarding distance learning options and our return to our brick and mortar sites. We are thankful for our partnership with you and your family, and strive to continue to provide safe options for your family. Please contact your school principal by August 11, 2020 if you would like to have your child on the list to attend the on-site supervision program when it begins at the PCC on August 17th. You will be notified if we have capacity for your student at the PCC. Please do not come to the PCC unless you have been told that your student has a seat. After August 11th, students will be placed on a waitlist and we will accept students on a rolling basis as capacity exists.

Respectfully,

A handwritten signature in black ink that reads "Jennifer Cruz".

Dr. Jennifer Cruz,  
Chief Academic Officer  
Pendergast Elementary School District



**Pendergast Elementary School District  
COVID-19 Waiver, Release, and Assumption of Risk Form**

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Nevertheless, the State of Arizona has elected to reopen schools for the 2020/2021 school year. Although the Pendergast Elementary School District (the “District”) has put in place protective measures to reduce the spread of COVID-19, the District cannot guarantee that your child will not become infected with COVID-19. Your child’s physical attendance at school, together with other students, inherently increases the risk that your child, you, and/or your household members will contract COVID-19, notwithstanding any precautions taken by the District or school.

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On behalf of myself, my household members, and my minor child, \_\_\_\_\_, I acknowledge the extremely contagious nature of COVID-19 and specifically assume all risks and hazards associated with my child’s in-person school attendance during the COVID-19 pandemic. I acknowledge that by attending on-site support in person, my child will be associating with staff and other children and may acquire COVID-19 notwithstanding any precautions taken by the school district. I acknowledge that the school district cannot absolutely control the conduct of its students, guarantee that they or their parents will follow safety protocols and procedures, or prevent infected students from attending and potentially spreading COVID-19 to my child, directly or indirectly.

I further acknowledge that my child’s physical attendance at a District school facility is wholly voluntary. By permitting my child to attend school during the COVID-19 pandemic, I voluntarily assume the risk that my child may acquire COVID-19, and that COVID-19 may subsequently be transmitted from my child to me and members of my household.

I certify that my child is in good health and has no fever. (A temperature of 100.4 degrees Fahrenheit or higher is considered a fever.) I understand that symptoms of COVID-19 include, but are not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting, and diarrhea. I certify that my child currently has none of these symptoms, and I will prevent my child from physically attending school if my child develops any of these symptoms or any other symptoms of illness, whether or not I believe it’s related to COVID-19. I will also notify the school and not permit my child to attend if my child tests positive for COVID-19. My child and I will follow all COVID-19 protocols and procedures adopted by the District or school.



To the fullest extent permitted by law, I hereby agree to waive, release, and discharge any and all claims, causes of action, damages, and rights of any kind against the school, the District, its insurers, the District's governing board, and all of their respective employees, agents, representatives, and volunteers (the "Released Parties") arising from or relating in any way to any damage, injury, trauma, illness, loss, or death that may occur to my child, me, or my household members as a result of the COVID-19 pandemic.

I further agree not to sue the Released Parties, and to defend and indemnify the Released Parties for all claims, damages, losses, or expenses, including attorneys' fees, if a suit is filed concerning an injury, illness, or death to me, my child, or my household members as a result of the COVID-19 pandemic.

\_\_\_\_\_  
Parent/Guardian Name (Printed)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date