

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY, ON BEHALF OF THE MARICOPA COUNTY SCHOOL SUPERINTENDENT’S OFFICE, AND THE MARICOPA COUNTY REGIONAL SCHOOL DISTRICT NO. 509

1.0 PARTIES. This Intergovernmental Agreement (the “Agreement”) is made between Maricopa County, acting through the Maricopa County School Superintendent’s Office (“MCSS”) and Maricopa County Regional School District No. 509 (the “District”) (collectively, the “Parties”). The parties to this agreement are authorized to enter into this IGA under A.R.S. §§ 11-952 and 15-342.

2.0 PURPOSE. The Arizona Department of Education ESSER LEA Capacity Building Support grant provides funding for the Maricopa County Teacher Powered Schools Network (“MCTPSN” or the “Network”). The MCTPSN is designed to address the recruitment and retention crisis in Arizona through the strengthening of strategies, practices, and structures that have been correlated with low teacher turnover. The Parties agree to cooperate and assist each other as they explore ways to strengthen collaborative practices, elevate teacher voice, and create a regional TPS network.

3.0 TERM OF AGREEMENT. This Agreement shall become effective upon execution by the last signer and shall expire on September 30, 2024.

4.0 RESPONSIBILITIES OF PARTIES.

4.1 MCSS Responsibilities:

- 4.1.1 Provide technical assistance for successful participation in the Network.
- 4.1.2 Provide professional development in strategies and structures to support context specific design and implementation.
- 4.1.3 Provide collaborative working and observational space within a nationally recognized Teacher Powered Schools Network school.
- 4.1.4 Provide a repository of design and program evaluation tools.
- 4.1.5 Establish a community of practice to share and scale successful practices.
- 4.1.6 Provide reimbursement of travel funds for participation in the national Teacher Powered Schools Conference in accordance with Appendix B.
- 4.1.7 Provide reimbursement of travel funds for site visits.
- 4.1.8 Provide reimbursement of educator stipends per completion of individual project phases (exploration, design, implementation) in accordance with Appendix C.

4.1.9 Administer funds in accordance with the grant award and schedule of participation in project phases. A copy of the grant award is attached as Appendix A.

4.2 District Responsibilities:

4.2.1 Participate in the collaborative learning sessions for the elected phase (exploration, design, implementation).

4.2.2 Ensure that funds are not used to supplant district funds and are distributed in keeping with the intent of the MCTPSN.

5.0 PAYMENT. The District shall invoice MCSS for reimbursement of the applicable and agreed to costs. MCSS will pay within thirty (30) days of receiving the invoice for costs.

6.0 TERMINATION.

6.1 This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.

6.2 In the event of non-payment by the District, this Agreement shall terminate as of the date of last payment received and MCSS obligations hereunder shall immediately cease.

6.3 Either party may terminate this Agreement at any time upon delivering a written notice of termination to the other party three (3) months in advance of the requested date of termination. Such notice shall be given by personal delivery or by Registered or Certified mail.

6.4 This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

7.0 AMENDMENTS. Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by authorized signers for the Parties. The Parties may amend this Agreement upon the mutual written Agreement signed by authorized signers for the Parties.

8.0 NOTICES. Notices required under this Agreement shall be directed to the following contract representatives:

To Maricopa County:

Matt Morales, Chief Deputy
Maricopa County Office of
the School Superintendent
4041 N. Central Ave., Suite 1200
Phoenix, Arizona 85012
matt.morales@maricopa.gov

To the District:

Steve Watson, Superintendent
Maricopa County Regional School
District No. 509
4041 N. Central Avenue, Suite 1100
Phoenix, Arizona 85012
Steve.watson@maricopa.gov

- 9.0 INDEPENDENT CONTRACTOR.** The Parties, including their employees, agents, and subcontractors, are independent contractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- 10.0 ASSIGNMENT.** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any assignment in contravention of this provision shall be null and void.
- 11.0 NONDISCRIMINATION.** The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination.
- 12.0 IMMIGRATION; E-VERIFY.** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the abovementioned warranty shall be deemed a material breach of this Agreement and the nonbreaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of any other Party to ensure that the Party is complying with the abovementioned warranty under this Agreement.
- 13.0 INDEMNIFICATION.** To the fullest extent permitted under Arizona law, each Party and its Agents (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its Agents (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including, but not limited to, court costs, attorneys' fees, and claim processing) (collectively, "Claims") arising out of bodily or personal injury (including death) of any person or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against either Party in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.
- 14.0 DISPUTE RESOLUTION.** In the event a dispute under this Agreement arises between the Parties, the Parties will follow this process:

14.1 The Parties will meet and confer in person about the issue. The Parties will make their best efforts to reach a resolution at this meeting.

14.2 If the Parties are unable to resolve the conflict after the in-person meeting, within ten (10) business days after the meeting, the Party raising the issue shall prepare a written conflict report and deliver to the other/receiving Party for a response. The conflict report shall include, at minimum, a section summarizing relevant background, an issue statement, and a proposed solution. The receiving Party shall prepare and deliver a written response within ten (10) business days from the date of receipt of the conflict report.

14.3 If the Parties cannot resolve the issue after assessing the conflict report and response, the Parties shall once again meet and confer in person to discuss the conflict report and response and try to resolve the issue. The Parties shall make their best efforts to reach a resolution at this meeting.

14.4 If the Parties are still unable to reach a resolution, the Parties may seek resolution through mediation/arbitration. The Parties may provide the conflict report and response to the arbitrator to aid in resolution. The Parties shall select a mutually acceptable third-party as arbitrator. Each Party shall bear its own arbitration fees, attorneys' fees, and costs.

15.0 **PARTIAL PERFORMANCE.** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

16.0 **FORCE MAJEURE.** Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.

17.0 **INSURANCE.** The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including, but not limited to, public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

18.0 **APPLICABLE LAW.** Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.

19.0 VENUE; CHOICE OF LAW.

19.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

19.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local laws or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law. This Agreement shall be construed in accordance with the laws of the State of Arizona.

20.0 HEADINGS. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21.0 ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**FOR AND ON BEHALF OF
MARICOPA COUNTY:**

**FOR AND ON BEHALF OF
MARICOPA COUNTY REGIONAL SCHOOL
DISTRICT NO. 509:**

Chairman, Board of Supervisors

[Representative Name]

Date

Date

Attested to:

Clerk of the Board

Pursuant to A.R.S. § 11-952, the attorneys for the parties have determined that this Intergovernmental Agreement is within the powers and authority granted to each party under the laws of the State of Arizona.



Attorney for Maricopa County

Attorney for Maricopa County Regional School
District No. 509

6/6/2023

Date

Date

Appendix A - Grant Award

Teacher Powered Schools

Section I- Proposed Scope of Work

During the 2022 Arizona Educator Job Fair, State Superintendent Kathy Hoffman reiterated what all school leaders know to be accurate, "we're actually seeing the teacher shortage is being even more exacerbated because of the burnout teachers are feeling after the last couple years of dealing with the pandemic."

The Maricopa County School Superintendent (MCSS) has a bold plan to address Arizona's COVID pandemic-related teacher recruitment and retention crisis. Our data shows that many of the factors driving teachers from the profession are pressures from increased workloads, lack of respect, lack of trust, and lack of autonomy. Many of these issues have been exacerbated by COVID-19, but all have been festering for years.

By supporting schools and districts to significantly restructure decision-making processes and empowering teachers with the autonomy to lead their schools collaboratively, teacher satisfaction will increase, and fewer educators will leave.

The system has been fractured for years, and COVID-19 has broken it apart. We must act now, and we must act differently to change the trajectory of teachers fleeing the classroom.

This proposal outlines how the MCSS will leverage ESSER funds to use a proven, national model of teacher-powered schools to keep our best teachers in the profession and attract the next generation workforce. We will create a robust collaborative networking hub in Maricopa County that will extend state-wide. We will use the next two years to not only support cohorts of innovators but to build a sustainable network that will continue and expand the initiative long after ESSER funds subside. Because as we know, the devastating effects of the pandemic will impact teachers and students for years, if not decades to come.

The Maricopa County School Superintendent is requesting \$675,000.000 to directly increase teacher retention in 30 schools, state-wide, that have been negatively impacted by the COVID pandemic and to create a retention roadmap and support system for all schools in Arizona moving forward.

Key Impact Area – Recruitment and Retention of Teachers, Leaders and Staff

Prior to the pandemic, In the fall of 2018, the MCSS conducted a [Teacher Retention Survey](#) of over 5,000 public school teachers in Maricopa County. The survey was in response to the 2017 Morrison Institute report, [Finding & Keeping Educators for Arizona's Classrooms](#) which stated:

- 22% of teachers hired between 2013 and 2015 were not teaching in Arizona after one year.
- 42% of Arizona teachers hired in 2013 left the profession within three years.
- 52% of Arizona charter schoolteachers hired in 2013 left within three years.

The Maricopa County Teacher Retention Survey asked Maricopa County teachers to define the factors that contribute to teacher turnover and retention. The top five factors across every grade level were:

- Salary
- Class Size

- Pressure from Increased Workloads
- Respect
- Benefits

Deep into the pandemic, and in the first semester of most schools being fully in-person (October 2021), the MCSS conducted [another survey](#) seeking information on teacher stress. The results were alarming.

- 96% of teachers reported experiencing stress at work.
- 78% of those stated that it was "severe" or "extreme." (It was 8% in 2018-2019)
- 46% "disagreed" or "strongly disagreed" that their **school leaders** took steps to reduce their stress.
- 62% "disagreed" or "strongly disagreed" that their **district leaders** took steps to reduce their stress.

When asked about the symptoms those that feel stressed are experiencing, the top four were:

- Anxiety
- Irritability
- Prolonged Fatigue
- Trouble Concentrating

Additional data collected made clear that much of the stress came from increased instructional and emotional needs of students impacted by disrupted learning and lack of access to social-emotional supports due to remote work. But just as significant were the responses related to surmounting pressures to *do more and be more* from school and district officials- without additional classroom support.

For too many teachers, the only way they see to mitigate that stress is to leave the profession.

LEA Support

Our school systems cannot continue to manage human capital the way they did before the pandemic. The practices of *handing down* curriculum, assessment, student management, and professional development from above were creating dissatisfaction among teachers prior to the pandemic. **The pandemic amplified those feelings and shed a bright light on what needs to be changed.**

Now is the time to dramatically transform the teaching profession. To re-think how we support, inspire, and empower the most important component of the education system. The teachers.

We propose the creation of a collaborative hub where we support district and school leaders by implementing teacher-powered school practices that increase teacher engagement, satisfaction, and retention and create a structure to ensure the practices continue beyond the tenure of a particular district or school leader.

What are Teacher Powered-Schools?

Teacher-powered schools are comprised of educator teams that have collaborative cultures and use shared decision making. To understand how teacher-powered schools are different from other schools, we look at two things:

1. 15 areas of autonomy for which the teacher teams have potential decision-making authority to varying degrees. These are:
 - Learning Program
 - School-level policy
 - Schedule
 - Determining work hours
 - Selecting colleagues
 - Choosing school leaders
 - Professional development
 - Evaluating colleagues
 - Setting tenure policy
 - Terminating/Transferring colleagues
 - Setting the budget
 - Determining compensation
 - Setting staff patterns
 - Determining assessments
 - Broadening assessments
2. The professional practices teams use to implement their autonomies are:
 - Keeping students at the center of decision-making
 - Meaningfully Involving families and communities
 - Honoring student voice and choice
 - Cultivating a collaborative culture
 - Embracing transparency in decision-making
 - Creating shared leadership structures
 - Reimagining and rotating leadership positions
 - Engaging in peer observation
 - Taking on a learner mindset

In teacher-powered schools, teachers have greater ability to make the changes that they determine necessary to truly improve student learning and the teaching profession—changes such as:

- Personalizing learning for both students and teachers
- Addressing “teacher quality” issues by making teaching a more attractive job and career
- Increasing the sense of ownership—and accountability—among teachers, in areas where they have authority to make decisions
- Collaborating with administrators to boost student achievement and advance authentic assessment

Each teacher-powered school looks different because their team is empowered to create the best system and environment for their students, staff, and community.

There are more than 150 teacher-powered schools spanning 20 states, serving students from preschool to age 21, in urban, suburban, and rural settings. Some operate within school districts and others operate as charter schools. Some have union-affiliated teachers while others do not. They enjoy support from leaders on all sides of today's major education debates. As a result, they rise above the usual conflicts that can exist between districts, charters, unions, and government.

Teacher-powered schools are about fulfilling one of the nation's greatest responsibilities: *preparing the next generation of young people to reach their full potential, contribute to their communities, and participate in a 21st century global economy*. Public education needs innovation and transformation to fulfill this responsibility. Teacher-powered schools enable teachers, those who work closest with students, to be the driving force behind this change.

What's more, **teacher-powered schools address the issues that are driving our teachers from the profession**. They allow the teachers to better control their work loads, create meaningful solutions to learning loss and student emotional needs, and restore the respect that so many feel has been lost. This is more important now than ever.

How will ESSER Funds Be Leveraged?

Technical Assistance- The MCSS will partner with two national education reform agencies (Education Evolving and Empower Schools) to provide direct technical support to schools and create a network of teacher-powered schools throughout Arizona. This will happen by identifying schools to participate in a Teacher-Powered School Exploration Fellowship and then collaboratively (with the school and MCSS) selecting schools to participate in a Teacher-Powered School Design Fellowship Cohort. This will be done using a six-phase approach:

- Phase 1: Align key stakeholders on the approach
- Phase 2: Recruit school teams; Prepare for the Teacher-Powered School Exploration Fellowship
- Phase 3: Launch and facilitate the Teacher-Powered School Exploration Fellowship; Select the Teacher-Powered School Design Fellowship Cohort (7-10 schools)
- Phase 4: Launch and support first Teacher-Powered School Design Fellowship Cohort
- Phase 5: Recruit and facilitate second cohort of Teacher-Powered School Exploration Fellowship; Select second Teacher-Powered School Design Fellowship Cohort
- Phase 6: Launch and Support Cohort 1 of Teacher-Powered Network(s), Support Cohort 2 of Design Fellowship, recruit Cohort 3 for Exploration Fellowship

Staff- The MCSS will contract with a part-time external evaluator to develop monitoring tools to evaluate the progress the fellowship teams make with implementing autonomies as well as assessing teacher satisfaction and retention rates.

Professional Development- The MCSS will provide professional development in strategies and structures to implement successful teacher-powered school practices. Participants will attend virtual and in-person meetings and conferences with existing teacher-powered schools, be equipped with reading materials, workbooks, and videos created by existing teacher-powered schools, and work together to surface challenges and solve problems.

Stipends for Participants- The first two years of this initiative are critical and will require a concerted effort to create strong cohorts that will support teacher-leader teams in years to come. In addition, the stress of the COVID pandemic has teachers and principals feeling that additional support for additional effort is necessary. We agree. We will provide all leaders who engage with the first two years of cohorts with a \$1,000 stipend for their time and intellectual content.

Collaborative Observational Space- The MCSS will rent collaborative space at an existing teacher-powered school for cohorts to meet, collaborate, learn, and plan all while being immersed in a teacher-powered, student-centered learning environment. By having real-time access to teachers currently operating in a teacher-powered environment, participants will receive the inspiration and support they need to effectively create the systems and structures to effectively implement their plans. The space in the school will be solely used for teacher-powered services so will require a lease.

Assessing Local Needs

The MCSS will leverage relationships with Maricopa County school districts, public charters, and Arizona County School Superintendents to recruit schools interested in this new model of school leadership. Ten to 15 schools from Maricopa County, Coconino County, and Yavapai County are being targeted for the first cohort of the Teacher-Powered School Exploration Fellowship.

Readiness tools will be developed to determine which leaders currently have the disposition and philosophy to extend autonomies to teachers. The tools will be developed based on competencies identified through the Maricopa County Exemplary Principal Award which is awarded to principals who intentionally and strategically nurture school cultures where teacher and student voices set and realize the school's vision. Principals awarded the Exemplary Principal award intrinsically value educator expertise and leverage collaborative leadership structures in decision making. As a result of these safe and supportive environments, the students achieve academically and emotionally, and the teachers remain in the profession.

Braiding of Federal, State, and Local Funds to Maximize Local Impact

A value of this service is to integrate it into what is already being done at schools. Not to add another initiative. The targeted schools already have leadership that values teacher input, contribution, and voice. This work will walk alongside principals and teachers and help guide their goal setting and professional development planning to formalize their current practices and put in structures to ensure their sustainability. Therefore, current school-level professional development funds will support this work. For schools who receive Title funding, we will support with identifying activities that support their Integrated Action Plans.

The MCSS will leverage approximately \$111,000 in county general budget funds to support with the additional staffing, travel, coordination, and materials. The expected "in-kind" funds are as follows:

- \$60,000.00 in salaries (.50 FTE split between two current staff)
- \$10,000.00 in travel to schools throughout Arizona
- \$5,000.00 in professional development and conference fees

- \$35,000.00 initial investment in contracted services with national teacher-powered experts
- \$1,000.00 for supplies

Sustainability Planning

ESSER funds will be used as seed money to establish a cadre of teacher-powered schools throughout Arizona. The cadre will be supported by the National Teacher-Powered School Network to create self-sustaining structures to maintain the work. Those structures include:

- Establish Maricopa County (and any other participating counties) as Empowerment Zones. An Empowerment Zone creates empowering conditions of autonomy, accountability, sustainability, and support. When established, an Empowerment Zone “protects” community-based innovation from leadership changes in the school, district, or governing board. Empowerment Zones:
 - are responsible for meeting ambitious goals set collaboratively with the district.
 - follow important district policies on matters such as enrollment.
 - have key design and operating autonomies enabled and ensured by a partnership agreement.
 - are overseen by a dedicated nonprofit board founded in partnership with – and made up of – local district leaders, educators, and community members.
- A repository of design and evaluation tools for teams to use in negotiating and successfully implementing autonomies.
 - Teacher-powered schools Readiness Self-Assessment
 - Teacher-Powered Progress Monitoring
 - Teacher-Leader Competencies Peer Evaluation Tool
- Establish a community of practice to share and scale successful practices.
 - A community of practice (CoP) is a group of people who share a common concern, a set of problems, or an interest in a topic and who come together to fulfill both individual and group goals.
 - Communities of practice often focus on sharing best practices and creating new knowledge to advance a domain of professional practice. Interaction on an ongoing basis is an important part of this.
 - Many communities of practice rely on face-to-face meetings as well as web-based collaborative environments to communicate, connect and conduct community activities.
- Building a relationship with the National Teacher-powered schools Network to offer technical assistance.
 - Establish Maricopa County as a Regional Network under the Teacher-Powered Network umbrella. (Current Regional Networks are Boston, Los Angeles, Michigan, Minnesota, and Wisconsin)
 - Add schools to the National Teacher-powered schools Inventory for the purpose of connection, collaboration, and support by Teacher-powered schools from around the country.

Evaluating and Measuring Impact

In 2019, MCSS in collaboration with the Maricopa County Regional School District, drafted a Teacher-Powered progress monitoring process. The process is rooted in Bruce W. Tuckman's four stages of team development (forming, storming, norming, and performing) contains specific activities for each stage of development. The progress monitoring process looks at factors contributing to the successful implementation of teacher autonomies and highly functioning collaborative teams. It was piloted during the 2020-2021 and 2021-2022 school years with a Teacher-Powered School and found to provide feedback and guidance for the successful development of teacher-leaders. A more detailed description of the process [can be seen here](#).

These tools will be used to evaluate schools' successful progression. Schools deemed successful during the two-year project will move from *forming* to *storming* and into *norming*.

As mentioned earlier, MCSS conducted a comprehensive retention survey in 2018. Teacher-powered school participants will take the survey both years. Schools deemed successful during the two-year project will move away from "adverse experiences" in the areas of *respect* and *autonomy* as compared to their peers in other schools.

Teachers in teacher-powered schools will complete the teacher satisfaction survey that is part of the MCSS Exemplary Principal Award. Schools deemed successful during the two-year project will have results comparable or better than teachers in schools with identified Exemplary Principals.

Finally, we will look at teacher-retention rates of participating schools. Schools deemed successful during the two-year project will have a 30% increase in their retention rates as compared to the 2021-2022 school year, or as compared to the state-wide average.

Section II- Capacity and Readiness

Experience Assessing School Culture and Climate

The MCSS has a six-year history assessing school culture and climate. In 2017, the MCSS took over the prestigious Exemplary Principal Award from the Rodel Foundation. While at Rodel, the award emphasized student growth in lower socio-economic schools. Although those factors are still included in the MCSS iteration of the award, our version only awards principals who demonstrate high teacher satisfaction and professional retention rates. To do so, we developed several tools to identify and spotlight leaders who value and prioritize:

- Shared Vision
- Shared Expectations
- Student Centered
- Trust
- Asset Based
- Collective Efficacy
- Multiple Perspectives
- Community

- Results Oriented/High Expectations
- Responsiveness
- Actionable Feedback/Growth Opportunities
- Collaboration
- Engagement
- Equity
- Whole Child
- Teacher Voice

Experience Implementing Human Capital Management Structures

Since 2010, the MCSS has been implementing federally funded grant programs that have transformed how local LEAs recruit, retain, support, and compensate teachers and principals. We have re-distributed over 165 million dollars to schools throughout Arizona through direct human resource support, decision-support technology systems, professional development, and performance-based pay.

We have worked with some of the country's leading teacher recruitment and retention leaders and have been recognized by the U.S. Department of Education as a leader in the field.

Experience Operating a Teacher-Powered School

Arguably the most significant experience is that the MCSS currently oversees a Teacher -Powered high school in Phoenix (Hope Academy/ Maricopa County Regional School District). The small, alternative school does not have a traditional principal, and the teachers have full or partial autonomy in the following:

1. Learning program
2. School-level policy
3. Schedule
4. Determining work hours
5. Choosing school leaders/roles
6. Professional development
7. Setting the budget (Partial autonomy)
8. Determining assessments (Partial autonomy)
9. Broadening assessments

The school re-opened as a teacher-powered school in the fall of 2019 and persevered through the initial COVID pandemic school closures and a year of on-line learning with teachers at the helm. The school just completed its third full year of operating as a teacher-powered school and is retaining 100% of teacher-leaders for the coming school year.

Section III- Demonstrated LEA Interest in Services and Supports

Starting in October of 2021, the MCSS has been assessing LEA's interests in teacher-powered schools. We hosted an informal event where representatives from the national Teacher-Powered Network

presented, and local examples were showcased. 17 LEAs and organizations attended, and we had a 90% interest survey return rate.

In January of 2022, the MCSS hosted a Teacher Stress Town Hall with a break-out session about teacher-powered schools. 35 Maricopa County school districts attended the town hall, and 18 attended the break-out session to learn more.

In May of 2022, MCSS staff began visiting school and district leaders interested in learning more about teacher-powered schools as a retention strategy. As of the publication of this document, 22 school district and charter organizations have attended an information meeting and are being invited to send school teams to join the first teacher-powered school exploration cadre. The current school district and charter organizations are:

1. **Buckeye Elementary**
2. **Cave Creek Unified**
3. **Cottonwood Oak-Creek Elementary**
4. **Edison Project**
5. **Gilbert Unified**
6. **Herberger Young Scholars Academy**
7. **Higley Unified**
8. **Kyrene Elementary**
9. **Laveen Elementary**
10. **LEAD Charter Schools**
11. **Litchfield Elementary**
12. **Littleton Elementary**
13. **Maricopa County Regional**
14. **Mesa Public Schools**
15. **Nadaburg Elementary**
16. **Peoria Unified**
17. **Phoenix Union**
18. **Queen Creek Unified**
19. **Scottsdale Unified**
20. **Tempe Elementary**
21. **Washington Elementary**
22. **Wilson Elementary**

These 22 district and charter organizations represent 30 interested schools in three counties (Maricopa, Coconino, and Yavapai). A representative from Pima County was also in attendance and is in discussions with potential schools.

If funded, the MCSS is expecting between ten and fifteen schools to officially join Cohort 1 starting in August 2022 and an additional ten to fifteen schools to join Cohort 2 in 2023. In total, we expect to positively impact up to 30 schools and create a collaborative networking hub that will continue to improve working conditions for teachers and retain our top talent far beyond the COVID pandemic environment.

Section IV- Budget

July 1, 2022 - June 30, 2023

\$125,000.00 Technical Assistance Teacher-powered schools (TPS, Empower Ed)
\$20,000.000. Contracted Staff (External Evaluator)
\$60,000.000 Professional Development (Teacher-powered schools Conference)
\$50,000.000 Stipends for Participants (\$1,000. For up to 50 participants.)
\$100,000.000 Rent for Collaboration Space and Teacher-Powered School Observation Lab

July 1, 2023 - June 30, 2024

\$125,000.000 Technical Assistance Teacher-powered schools (TPS, Empower Ed)
\$20,000.000 Contracted Staff (External Evaluator)
\$15,000.000 Professional Developoment (Travel for site visits)
\$50,000.000 Stipends for Participants (\$1,000. For up to 50 participants)
\$100,000.000 Rent for Collaboration Space and Teacher-Powered School Observation Lab

July 1, 2024 - September 30, 2023

\$10,000.00 Contracted Staff (External Evaluator services and final report)

\$675,000.000

Appendix B

Teacher-Powered Schools National Conference November 3-6, 2022

Sponsorship provided by the Office of the Maricopa County School Superintendent will include airfare, hotel, conference registration, per diem, and travel to and from the airport. The budget includes an estimate of \$1740 total per participant in order to stay within the \$60,000 allotted in the grant. Information about the breakdown used is listed below. The amount of each budget line item can vary, but please stay at or below \$1740 total per participant.

Registration- \$350

Airfare- \$600

Hotel- \$500

Airport Travel- \$50

Per Diem- \$240

Information needed to make arrangements can be found at

<https://www.teacherpowered.org/conference/schedule>

- **Flights-** You will see the schedule information helpful in determining travel times. November 3rd is a travel day. Please note, participants do not need to be there for the 2-5pm jumpstart session because that content is included in the exploration cohort. Participants are not required to participate in the 4-6pm registration. All MC cohort participants will already have tickets reserved for the site visits. It is encouraged that all groups make arrangements around what is most conducive to their schedules and arrive in time to be settled and fully prepared to join the site visits Friday morning. The last session on November 6th ends at 11:15. Airlines that have multiple flights to/from Minneapolis include Delta, American, and United, among others.
- **Hotel-** On that same schedule page you will also see the button to reserve the hotel at a reduced rate of \$139 per night.
- **Conference Registration-** On that same schedule page, please click the “register today” button for conference registration. Once you click register today, you will find a tickets button. Click that and you will see a blue link “Enter promo code.” **Enter the code MARICOPATPS and apply.** You will unlock Maricopa TPS rate of \$350 and this includes the site visits which have been reserved for everyone separately.
- **Travel to and from hotel-** Please arrange for shared rides as much as possible.
- **Per diem-** The conference schedule contains information helpful in determining rate.

Please do not hesitate to reach out to Darcy Moody at darcy.moody@maricopa.gov or 602-689-1692 with any questions.

Appendix C

General TPS Stipend Information

- *\$500 per participant for Exploration Phase (the kickoff, and virtual meetings in Sept, Oct, Nov, Dec)*
- *Up to \$1,000 per participant for team continuing into Design phase, not to exceed a total amount of \$5,000 for MCRSD (\$2,000 allocated for Durango and \$3,000 allocated for Hope Academy)*
- *Up to \$1,000 per participant during implementation phase, not to exceed a total of \$6,000 for MCRSD (\$2,500 allocated for Durango and \$3,500 allocated for Hope Academy)*

Stipend Criteria

Phase 1: Exploration, July 2022 – December 2022

To be eligible for the \$500.00 stipend, participants will complete 6 of the following:

- August:** Kick Off and Shared Purpose (2-hour event, August 18)
- August:** 1 hour follow up activity to be done with your team
- September:** Attend Teacher-Powered 101 Part 1 (90-minute virtual meeting)
- September:** Attend a site visit with school team (1-hour virtual visit)
- October:** Attend Teacher-Powered 101 Part 2 (90-minute virtual meeting)
- October:** Complete the Teacher-Powered Readiness activity
- November:** Attend the Teacher-Powered Schools National Conference (November 4th-6th, Minneapolis, MN) or attend the virtual overview
- December:** Attend Ready for Phase 2 (1-hour virtual meeting)

Stipend eligibility will be sent to the district upon completion. District will then pay-out the stipend (and bill the Maricopa County School Superintendent's Office).

Phase 2: Design, January 2023 – May 2023

MCRSD will receive up to \$5,000 to provide stipends of up to \$1,000 per participant for participation in the design phase and completion of activities below. (\$2,000 allocated for Durango and \$3,000 allocated for Hope Academy.) Specific eligibility and amounts will be determined by MCRSD leadership based on level of participation. District will then pay-out the stipends (and bill the Maricopa County School Superintendent's Office).

Project deliverables for the design phase must include the following:

- *Co-created shared purpose*
- *Timeline*
- *Facilitated student, parent, and community feedback sessions*
- *Identified evidence of growth*
- *Communication plan*

- *Implementation plan*

Phase 3: Implementation, August 2023 – May 2024

MCRSD will receive up to \$6,000 to provide stipends of up to \$1,000 per participant for participation in the Implementation phase and completion of activities below. (\$2,500 allocated for Durango and \$3,500 allocated for Hope Academy.) Specific eligibility and amounts will be determined by MCRSD leadership based on level of participation. Districts/charters will then pay-out the stipends (and bill the Maricopa County School Superintendent's Office).

Project deliverables for the implementation phase must include the following:

- *Integration of collaborative decision-making processes*
- *Integration of shared leadership structures*
- *Implementation of identified autonomies*
- *Revision to design plans based on feedback and outcomes*

DJE BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. [R7-2-1141](#) *et seq.* A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. [23-214](#) subsection A. Each contract shall contain the warranties required by A.R.S. [41-4401](#) relative to the E-verify requirements.

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. Administrative regulations shall be established to assure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 C.F.R. 200.321).

Purchases Not Requiring Bidding

Purchases of less than ten thousand dollars (\$10,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District.

Written price quotations will be requested from at least three (3) vendors for transactions of at least ten thousand dollars (\$10,000) and less than the current bid threshold per A.R.S. [15-213](#) and [41-2535](#). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. [15-765](#). The placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. [15-213](#).

The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. [11-952](#) are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. [15-213](#).

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs authorized by A.R.S. [15-382](#).

The District is not required to obtain bid security for the construction- manager-at-risk method of project delivery.

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.

Online Bidding

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. [41-2671](#) through [2673](#) using the rules adopted by the Department of Administration in implementing [41-2671](#) through [2673](#).

Purchases Requiring Bidding

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than the current bid threshold per A.R.S. [15-213](#) and [41-2535](#). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

Public Inspection and Rationale for Awarding a Contract

The Governing Board shall make available, for public inspection, all information, all bids, proposals and qualifications submitted, and all findings and other information considered in determining whose bid conforms to the District's invitation for bids. Documentation provided will include information regarding the most advantageous, with respect to price, conformity to the specifications, and other factors, or whose proposal for qualifications are to be used to select and

award the bid. Included in this information will be the rationale for awarding a contract for any specified professional services, construction, construction service or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative. The invitation for bids, request for proposals or request for qualifications shall include a notice that all information and bids, proposals and qualifications submitted will be made available for public inspection after Governing Board Award.

Registered Sex Offender Prohibition

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the document:

Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee or subcontractor of the vendor, who is required to register as a sex offender, pursuant to A.R.S. [13-3821](#), will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

LEGAL -REF.:

A.R.S.

[11-952](#)

[15-213](#)

[15-213.01](#)

[15-213.02](#)

[15-239](#)

[15-323](#)

[15-342](#)

[15-382](#)

[15-765](#)

[15-910.02](#)

[23-214](#)

[34-101](#) et seq.

[35-391](#) et seq.

[35-393](#) et seq.

[38-503](#)

[38-511](#)

[39-121](#)

[41-2632](#)

[41-2636](#)

[41-4401](#)

A.A.C.

[R7-2-1001](#) et seq.

A.G.O.
I83-136
I87-035
I06-002
USFR: VI-G-8 *et seq.*
2 C.F.R. 200.321

CROSS REF.:

[BCB](#) - Board Member Conflict of Interest

[DJ](#) - Purchasing

[DJG](#) - Vendor/Contractor Relations

[GBEAA](#) - Staff Conflict of Interest

[JLIF](#) - Sex Offender Notification

DJE-E ©

EXHIBIT

BIDDING / PURCHASING PROCEDURES

Cancellation of Contracts

Within three (3) years after the execution of any contract made by the District, the District may cancel such contract if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Such cancellation by the District shall be effective when written notice from the Board is received by all other parties to the contract unless the notice specifies a later time.

In addition to the right to cancel a contract, as provided above, the District may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District from any other party to the contract arising as the result of the contract.

Notice of this provision shall be included in every contract to which the District is a party. Such notice could read:

In accordance with A.R.S. [38-511](#), if a person significantly involved in a District contract becomes an employee, agent, or consultant to any other party of the contract with respect to the subject matter of the contract, the District may cancel the contract within three (3) years of execution and recoup any fee or commission paid to such person.

DJE-R

REGULATION

BIDDING / PURCHASING PROCEDURES

All District purchases shall be in accordance with the relevant sections of the Arizona Revised Statutes (including, but not limited to [15-213](#), [15-323](#), and [38-503](#)), the Arizona school district procurement rules set out in A.A.C. [R7-2-1001](#) through [1195](#), and with the following.

Requesting Quotations

Requests for price quotations are to include adequate details and be issued with sufficient lead time to enable vendors to effectively respond. When a contract is to be awarded on the basis of price and additional factors those factors are to be included in the request for quotations. Such factors should include, but are not limited to, the following:

- A. Submittal requirements including:
 1. Date and time due;
 2. Type and manner by which quotations may be received (e.g., telephone, written, fax, e-mail, prepared form);
 3. Physical or digital address to which quotations are to be delivered.
- B. Specific information the quotation must include.
- C. Whether or not negotiations may be held.
- D. Options that may be made pursuant to a purchase contract, i.e., extensions and renewals.
- E. Contracts for job-order-contracting services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District and has provided for such duration as a part of bid documents and conditions of renewal or extension within contract language. Such determination should be memorialized in writing and kept in the meeting minutes and contract/bid file.
- F. Uniform terms and conditions included in the request by text or reference.
- G. Such additional terms, conditions, and instructions as are applicable to the purchase under consideration.

All requests for written quotations shall be at the direction of the Superintendent or a person designated by the Superintendent.

When a vendor is selected on the basis of factors other than lowest price, the reasons shall be documented and filed with the price quotations. Documentation of the quotations process and details including vendor names, persons contacted, telephone numbers and identification of other communication procedures, price results, and determinations are to be documented and retained by the District in a procurement file that includes the pertinent requisition form and purchase order.

A written contract or purchase order must be approved prior to a purchase being made.

Cumulative and Like Item Purchases

An analysis shall be performed annually to determine the extent of the District need to purchase like items. Prior year purchases and applicable demographic, program, and planning data are to be utilized for projecting quantity and cost of like items to fulfill the anticipated need. The outcomes of calculating the projected quantity and cost factors to acquire like items shall inform the determinations as to the appropriate procurement processes to be applied. The proper competitive purchasing strategies must be applied to assure District compliance with the procurement laws and rules. Splitting of orders or other purchasing practices devised to circumvent allowable procurement practices are prohibited. The cumulative costs of purchasing like items by any and all means of acquisition are to be tracked to assure that no purchases are permitted that will result in violation of Governing Board policies and lawful procurement practices.

Multiple Year Purchases Under Bid Threshold

The District may enter into contracts of less than the current bid threshold per A.R.S. [41-2534](#) and [15-213](#) for a period up to five (5) years, as follows:

- A. When the terms and conditions of renewal or extension are included in the solicitation for bids;
- B. When monies are available for the first fiscal year at the time of contracting;
- C. When the competitive purchasing method is appropriate to the projected cumulative cost over the term of the multiple year contract.

Multiple Year Purchases Over Bid Threshold

The District may enter into contracts for more than the current bid threshold for a period up to five (5) years, as follows:

- A. The Governing Board has determined in writing that:

1. The estimated requirements cover the contract period and are reasonable and continuing;
2. A multi-term contract will serve the District's best interest by encouraging competition or promoting economies in procurement;
3. If monies are not appropriated or available in future years the contract will be cancelled.

If multiple-year quotations are used, the District shall:

- A. Document the time period that the pricing is valid;
- B. Determine the vendor will honor the pricing for the multi-year period;
- C. Secure and maintain written affirmation with the vendor that, although it is the District's intent to purchase certain quantities, all purchases are subject to the availability of funds.

Multiple Awards to More Than One Contractor

Generally, the District should not use multiple awards allowing more than one (1) vendor to supply the same goods or service. However, there are instances in which the District may make multiple awards. If that instance arises, the request for proposals or invitation for bids should clearly state whether multiple awards may be used so bidders can consider that information when pricing their proposals or bids.

A multiple award to more than one (1) vendor should be made only when the District has determined and documented in writing that a single award is not advantageous to the District. The award should also be limited to the least number of suppliers necessary to meet the District's requirements.

Bidding Methods

Sealed bids or proposals will be requested when an award is to be made for a transaction to purchase construction, materials, or services costing more than the current bid threshold per A.R.S. [15-213](#) and [41-2534](#). The Superintendent must review the expenditure and make a recommendation to the Board for final action. The Board reserves the right to waive any informality in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

The bidder to whom the award is made may be required to enter into a written contract with the District.

Pursuant to the procurement code, contracts can be let for a period not to exceed five (5) years.

Definitions

The definition of a term used in this regulation shall be interpreted as being synonymous with the definition of that term listed at [R7-2-1001](#).

Prospective Bidders' Lists

The District shall compile and maintain a prospective bidders' list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a District contract.

Persons desiring to be included on the prospective bidders' list shall register on the District's e-procurement system at www.azpurchasing.org.

Prospective bidders lists shall be available for public inspection, unless the District makes a written determination that it is in the best interest of the District that they should be confidential or private and should not be open for inspection pursuant to A.R.S. [39-121](#).

Competitive Sealed Bidding

If the intended procurement is for construction to cost less than one hundred fifty thousand dollars (\$150,000), the rules established for the simplified school construction procurement program described at [R7-2-1033](#) may be followed. In all other cases, adequate public notice of the invitation for bids shall be given as provided in [R7-2-1022](#) or as provided in [R7-2-1024](#), which are outlined below, and shall indicate that any bid protest shall be filed with the District representative, who shall be named therein.

If notice is given pursuant to [R7-2-1024](#), notice also may be given as provided in [R7-2-1022](#). If fewer than five (5) prospective bidders are included on the bidders list, the notice must also be given as provided in [R7-2-1022](#). When the invitation for bids is for the procurement of services other than those described in [R7-2-1061](#) through [R7-2-1068](#) and [R7-2-1117](#) through [R7-2-1123](#), Specified Professional Services, notice also shall be given as provided in [R7-2-1022](#).

[R7-2-1022](#):

In the event there are four (4) or less prospective bidders on the bidders' list, the notice shall include publication in the official newspaper of the county within which the school district is located for two (2) publications which are not less than six (6) nor more than ten (10) days apart. The second publication shall not be less than two (2) weeks before bid opening. The time of publication may be altered if deemed necessary pursuant to [R7-2-1024](#).A.

R7-2-1024:

Invitation for bids shall be issued at least fourteen (14) days before the time and date set for bid opening in the invitation for bids unless a shorter time is deemed necessary for a particular procurement as determined by the school district.

The school district shall mail or otherwise furnish invitation for bids or notices of the availability of invitation for bids to all prospective bidders registered with the school district for the specific material, service or construction being bid.

The time and date at which a bid is called due shall be during regular working hours at a regular place of school business or during a public meeting of the Governing Board at its regular meeting place.

Invitations to bid will be sent to all vendors who have requested to bid or who have applied to be placed on a bid list appropriate to the items being sought.

A bid call relating to "construction projects" must describe the nature of the work to be performed and where complete plans, if necessary, may be obtained. Deposits may be required for plans and specifications in good order. A certified check, cashier's check, or surety bond for ten percent (10%) of the bid must accompany each bid, but will be returned to unsuccessful bidders. The successful bidder must present performance and payment bonds for one hundred percent (100%) of the bid within five (5) working days after notification of the award.

Each sealed bid must be submitted in a sealed envelope, addressed to the District, clearly marked on the outside of the envelope, "Sealed Bid for _____." The bids shall be opened publicly and read aloud at the time and place stated in the invitation. Awards shall be made with reasonable promptness to the lowest responsible, qualified vendor, taking into consideration all factors set forth in policy. Price shall not be the sole factor in making the bid award. When out-of-state bidders are not to pay sales/use tax, the amount of such tax shall not be a consideration in determining the low bidder. All proposed contracts for outside professional services in excess of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, may be reviewed by the attorney for the District prior to entering into the contract. The policies relating to outside professional services apply only to services required by law to be placed on bid, and even those policies may be set aside if a state of emergency is declared. If a state of emergency is declared, a memorandum will be issued justifying such a declaration, which will be filed in the District's records.

The use of bidding, contracting, or purchasing specifications that are in any way proprietary to one (1) supplier, distributor, or manufacturer is prohibited unless no other resource is practical for the protection of the public interest.

The Board reserves the right to reject any or all bids and to accept the bid that appears to be in the best interest of the District. The Board reserves the right to waive informalities in any bid or to reject any bid, all bids, or any part of any bid. Any bids may be withdrawn prior to the scheduled time for the opening of the bids. Any bids received after the opening begins shall not be accepted. Opening of bids shall not be delayed to accommodate late bid responses. Submitted bids shall be honored for at least thirty (30) days or as otherwise stated in the invitation. All information relating to a bid shall be retained and made available for public inspection after the bids are awarded, and prospective bidders shall be notified of this in the invitation or specifications relating to the bid call.

Multistep Sealed Bidding

The multistep sealed bidding method may be used if the Governing Board determines that:

- A. Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each bidder and the District;
- B. Definite criteria exist for evaluation of technical offers;
- C. More than one (1) technically qualified source is expected to be available; and
- D. A fixed-price contract will be used.

The District may hold a conference with bidders before submission or at any time during the evaluation of the unpriced technical offers.

The multistep sealed bidding method may not be used for construction contracts.

When the multistep sealed bidding method is determined to be advantageous to the District, the procedures set out in [R7-2-1036](#) and [1037](#) shall be followed.

Competitive Sealed Proposals

If, pursuant to [R7-2-1041](#), the Governing Board determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the District, a contract may be entered into by competitive sealed proposals. The Governing Board may make a class determination that it is either not practicable or not advantageous to the District to procure specified types of materials or services by competitive sealed bidding. The competitive sealed proposal method may not be used for construction contracts. The Governing Board may modify or revoke a class determination at any time.

If competitive sealed bidding is neither practicable or advantageous, competitive sealed proposals may be used if it is necessary to:

- A. Use a contract other than a fixed-price type;
- B. Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- C. Afford offerors an opportunity to revise their proposals;
- D. Compare the different price, quality, and contractual factors of the proposals submitted; or
- E. Award a contract in which price is not the determining factor.

Procedures to be applied subsequent to the issuance of an invitation for bids are to be consistent with the requirements set out in [R7-2-1025](#) through [1032](#).

Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall set forth those factors listed above for competitive sealed bids that are applicable and shall also state:

- A. The type of services required and a description of the work involved;
- B. The type of contract to be used;
- C. An estimate of the duration the service will be required;
- D. That cost or pricing data is required;
- E. That offerors may designate as proprietary portions of the proposals;
- F. That discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award;
- G. The minimum information that the proposal shall contain;
- H. The closing date and time of receipt of proposals; and
- I. The relative importance of price and other evaluation factors.

Procurement of information systems and telecommunications systems shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost and application benefits of the information systems or telecommunication systems.

Procurement of earth-moving, material-handling, road maintenance and construction equipment shall include, as criteria in the request for proposal,

evaluation factors of the total life cycle cost including residual value of the earth-moving, material-handling, road maintenance and construction equipment.

A request for proposals shall be issued at least fourteen (14) days before the closing date and time for receipt of proposals unless a shorter time is determined necessary by the District.

Notice of the request for proposals shall be issued in accordance with [R7-2-1022](#).

Before submission of initial proposals, amendments to requests for proposals shall be made in accordance with [R7-2-1026](#). After submission of proposals, amendments may be made in accordance with [R7-2-1036](#)(C).

Specified Professional Services and Construction Services

When the procurement of construction services or services to be provided by certain professionals are under consideration, designated District personnel shall become fully familiar with and informed on the requirements established in Arizona Revised Statutes Title 34. The assigned District personnel are to seek assistance from qualified consultants, attorneys, and bond counsel as is necessary and applicable to the projects being considered, including but not limited to determinations of the training, qualifications, experience, fitness, licensure, prior performance, and bonding of potential providers. Procurement activities, including securing the services of persons to assist District personnel as referenced above shall be in accordance with all relevant requirements prescribed by federal and state law and the rules of federal, state, county, and municipal agencies for the acquisition, performance and reporting of the services being sought and acquired.

Procurement of Services by Certain Other Classes of Providers

The purchase of services to be provided by clergy, certified public accountants, physicians, dentists, and legal counsel shall be as specified in [R7-2-1061](#) through [R7-2-1068](#). The procurement of services by an architect, engineer, land surveyor, assayer, geologist, or landscape architect is to be accomplished in compliance with [R7-2-1117](#) and [1118](#). Procurement procedures related to purchasing services from the professional providers are to conform to [R7-2-1119](#) through [1122](#).

Contract Requirements

Care is to be exercised to assure the District's procurement practices conform to the general contract requirements set out at [R7-2-1068](#) through [1086](#) and the accompanying conditions described in [R7-2-1091](#) through [1093](#).

Preparation of Specifications

Specifications for goods, services, and construction items are to be prepared in the manner prescribed by rules [R7-2-1101](#) through [1105](#).

Construction Procurement Procedures

Preparation for inviting bids for construction and the steps to be followed in the construction procurement process shall be guided by and consistent with [R7-2-1109](#) through [1116](#).

Emergency Purchases

An exception to the above procedures for price competition may be made in the event of an emergency involving the health, safety, or welfare of school personnel or students. In such an emergency, declared by the Superintendent, emergency purchase action may be taken without price competition, if necessary. Even under emergency conditions, price competition should be sought if it will not unacceptably delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances pursuant to A.A.C. [R7-2-1055](#) shall be included in the procurement file and maintained in the District office.

Sole-Source Procurements

A contract may be awarded for a material, service, or construction item without competition if the Governing Board determines in writing that there is only one (1) source for the required material, service, or construction item. The District may require the submission of cost or pricing data in connection with an award pursuant to A.A.C. [R7-2-1053](#). Sole-source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole-source procurement shall be retained in the procurement file by the District.

The District shall, to the extent practicable, negotiate with the single supplier a contract advantageous to the District.

Cooperative Purchasing Agreements

Procurements in accordance with intergovernmental agreements and contracts between the District and other governing bodies as authorized by A.R.S. [15-952](#) are exempt from competitive bidding requirements under A.R.S. [15-213](#). Inspection of and payment for materials and services acquired under a cooperative purchasing agreement are the obligation of the District.

Due Diligence

The District is responsible for ensuring that all procurements are done in accordance with school district procurement rules whether the procurement is done independently or through a cooperative purchasing agreement. The District shall develop and follow a clear plan prescribing the purchasing practices to be followed. The plan will describe the elements of internal control and auditing to assure the District's procedures are sufficient to confirm the adequacy of the

procurements practices and that the accountability of all personnel engaged in procurement practices is regularly evaluated and corrective measures taken when necessary. The due diligence activities shall include the use of the applicable sections of the Uniform System of Financial Records (USFR) Compliance Questionnaire for school districts when assessing the quality of the procurements procedures and the competence of the persons performing the procedures. Day-to-day and periodic formal checks of due diligence performance are to be documented and retained in a procurement file.

**GCCA
PROFESSIONAL / SUPPORT STAFF
SICK LEAVE**

Sick leave for District personnel is a designated amount of compensated leave that is to be granted to a staff member who, through personal or family illness, injury, or quarantine, is unable to perform the duties assigned.

Each staff member shall be credited with a sick leave allowance at the rate of one (1) day per month up to eleven (11) or twelve (12) days, determined by the number of months employed:

Twelve (12) month employment	twelve (12) days
Eleven (11) month employment	eleven (11) days

The unused portion of such allowance shall accumulate to a maximum of one hundred twenty (120) days, at which time no more sick leave can be accumulated. As accumulated sick leave days are used and drop below one hundred twenty (120) days, an eligible employee may again accumulate sick leave up to the maximum limit.

When a staff member exhausts all days of accumulated sick leave, an unpaid leave of absence must be requested, pursuant to District policy.

Sick leave of any staff member who does not serve a full school year shall be prorated at the rate of one (1) day per month.

Sick leave may be used for childbirth during the time the physician verifies that the employee is physically unable to perform her normal duties. If the employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.

A staff member who is or will be the second parent or the grandparent of a newborn child will be allowed two (2) days of sick leave for the birth. In the event of medical complications, more than two (2) days of sick leave may be allowed.

If an employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.

Upon request, the staff member shall inform the Superintendent of the following:

- A. Purpose for which sick leave is being taken.
- B. Expected date of return from sick leave.
- C. Where the staff member may be contacted during the leave.

Use of Earned Paid Sick Time

Earned paid sick time shall be provided to an employee by an employer for:

- A. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
- B. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
- C. Reasons related to child care, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. [23-373](#).

Earned paid sick time shall be provided upon the request of an employee. Such request may be made orally, in writing, by electronic means or by any other means acceptable to the employer. When possible, the request shall include the expected duration of the absence.

When the use of earned paid sick time is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the earned paid sick time and shall make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt the operations of the employer.

An employer that requires notice of the need to use earned paid sick time where the need is not foreseeable shall provide a written policy that contains procedures for the employee to provide notice. An employer that has not provided to the employee a copy of its written policy for providing such notice shall not deny earned paid sick time to the employee based on non-compliance with such a policy.

An employer may not require, as a condition of an employee's taking earned paid sick time, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned paid sick time.

Earned paid sick time may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

For earned paid sick time of three (3) or more consecutive work days, an employer may require reasonable documentation that the earned paid sick time has been used for a purpose covered by A, B, or C, above. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.

As defined in statute (A.R.S. [23-371](#)), "family member" means:

- A. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
- B. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
- C. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- D. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
- E. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Notice:

- A. Employers shall give employees written notice of the following at the commencement of employment or by July 1, 2023, whichever is later: employees are entitled to earned paid sick time and the amount of earned paid sick time, the terms of its use guaranteed in statute, that retaliation against employees who request or use earned paid sick time is prohibited, that each employee has the right to file a complaint if earned paid sick time as required by statute is denied by the employer or the employee is subjected to retaliation for requesting or taking earned paid sick time, and the contact information for the commission where questions about rights and responsibilities under can be answered.
- B. The required notice required shall be in English, Spanish, and any language that is deemed appropriate by the Industrial Commission of Arizona.
- C. The amount of earned paid sick time available to the employee, the amount of earned paid sick time taken by the employee to date in the year and the amount of pay the employee has received as earned paid sick time shall be recorded in, or on an attachment to, the employee's regular paycheck.
- D. The Industrial Commission of Arizona shall create and make available to employers, in English, Spanish, and any language deemed appropriate by

the commission, model notices that contain the information for employers' use in complying with the statute.

E. Employer violation of the notice requirements shall be subject to a civil penalty as prescribed in A.R.S. [23-364](#).

Accrual:

A. Employees of an employer with fifteen (15) or more employees shall accrue a minimum of one (1) hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than forty (40) hours of earned paid sick time per year, unless the employer selects a higher limit.

B. Employees of an employer with fewer than fifteen (15) employees shall accrue a minimum of one hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than twenty-four (24) hours of earned paid sick time per year, unless the employer selects a higher limit.

C. Earned paid sick time shall begin to accrue at the commencement of employment.

D. An employee may use earned paid sick time as it is accrued, except that an employer may require an employee hired after July 1, 2023, to wait until the ninetieth (90th) calendar day after commencing employment before using accrued earned paid sick time, unless otherwise permitted by the employer.

E. Employees who are exempt from overtime requirements under the Fair Labor Standards Act of 1938 (29 United States Code section 213(A)(1)) will be assumed to work forty (40) hours in each work week for purposes of earned paid sick time accrual unless their normal work week is less than forty (40) hours, in which case earned paid sick time accrues based upon that normal work week.

F. Earned paid sick time shall be carried over to the following year, subject to the limitations on usage indicated above for employees of employers with fifteen (15) or more employees and employees of employers with fewer than fifteen (15) employees. Alternatively, in lieu of carryover of unused earned paid sick time from one (1) year to the next, an employer may pay an employee for unused earned paid sick time at the end of a year and provide the employee with an amount of earned paid sick time that meets or exceeds the requirements in statute that is available for the employee's immediate use at the beginning of the subsequent year.

G. If an employee is transferred, but remains employed by the same employer, the employee is entitled to all earned paid sick time accrued and is entitled to use all earned paid sick time as provided in this section.

H. When there is a separation from employment and the employee is rehired within nine (9) months of separation by the same employer, previously accrued earned paid time that had not been used shall be reinstated. Further, the employee shall be entitled to use accrued earned paid sick time and accrue additional earned paid sick time at the recommencement of employment.

I. When a different employer succeeds or takes the place of an existing employer, all employees of the original employer who remain employed by the successor employer are entitled to all earned paid sick time they accrued when employed by the original employer, and are entitled to use earned paid sick time previously accrued.

J. At its discretion, an employer may loan earned paid sick time to an employee in advance of accrual by such employee.

Any employer with a paid leave policy, such as a paid time off policy, who makes available an amount of paid leave sufficient to meet the accrual requirements of this section that may be used for the same purposes and under the same conditions as earned paid sick time under this article is not required to provide additional paid sick time.

Nothing in statute shall be construed as requiring financial or other reimbursement to an employee from an employer upon the employee's termination, resignation, retirement or other separation from employment for accrued earned paid sick time that has not been used.

Retaliation Prohibited

It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected in statute.

An employer shall not engage in retaliation or discriminate against an employee or former employee because the person has exercised protected rights. Such rights include but are not limited to the right to request or use earned paid sick time pursuant to the statute; the right to file a complaint with the commission or courts or inform any person about any employer's alleged violation; the right to participate in an investigation, hearing or proceeding or cooperate with or assist the commission in its investigations of alleged violations and the right to inform any person of his or her potential rights.

It shall be unlawful for an employer's absence control policy to count earned paid sick time taken as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Protections of this section shall apply to any person who mistakenly but in good faith alleges violations of this policy based on the supporting statutes.

Any employee who can be shown to have willfully violated or misused the District's sick leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Adopted:

LETTER OF RETIREMENT

From michael thomas

444 S Higley Rd apt146

Mesa AZ 85206

Miket1172@yahoo.com

773-290-3093

TO Dr Michael Stewart/Bonnie Romo

4041 N Central Suite 1200

Phoenix AZ 85012

Dear DR Michael Stewart/Bonnie Romo HR

Please accept this letter as my notification of intent to retire effective September 8 2023

Which will be my last day.

I have enjoyed my time with MCRSD School District 509 I am grateful for all the Opportunities and Support provided to me throughout.

It has been with great pleasure to be alongside the individuals at MCRSD and I will

Always appreciate the experience and knowledge I gained during my time here.

I am happy to help with and be of service and would like to be involved with any possibilities

Of doing work with the School like part time Please do not hesitate to let me know I can be of service.

Sincerely

Michael Thomas