Friday February 12, 2016 – 9:00 a.m.

Originating at: Bullhead City Campus Room #508
Also Available via Interactive Television at:
North Mohave Campus Room #301
Neal Campus Kingman Room #508
Lake Havasu Campus Room #508

(Action Items are in bold print)

I. Call to Order (Phyllis Smith, President)

II. Pledge of Allegiance

III. Roll Call (Amy Curley, Executive Assistant)

IV. Approval of Meeting Minutes (Smith)(Appendix 1)

The draft minutes from the January 8, 2016 regular meeting appear in Appendix 1.

Move to approve the draft minutes from the January 8, 2016 regular meeting as they appear in Appendix 1.

Move to approve the draft minutes from the January 8, 2016 regular meeting as they appear in Appendix 1 with the following modifications:

V. Audience of Any Citizen (Smith)

[NOTE: This is an opportunity for any citizen to address the Board on any matter of concern to the citizen. The Board will listen to the remarks, but may not respond or answer questions. Unless the matter is already on the agenda for action, no action can be taken other than to instruct staff to include the matter on a future agenda. The president of the Board may limit the time for individual presentation and may limit the total time for all presentations. Citizens wishing to comment will be limited to one opportunity to speak. If a citizens group wishes to speak on the same subject, the group should choose a representative to deliver the message. The Chairperson may set a limit for organized group presentations and may set limits for each side when many persons request to speak on an agenda item. During Interactive Television (ITV) meetings, the chair will query each campus for those who wish to speak.]
VI. All-Arizona Academic Team (Bree Karlin, Director of Advising & Testing Services)

MCC is proud to introduce its All-Arizona Academic Team honorees. The honorees from MCC are Abigail Hunt from the Lake Havasu City Campus and Dale Cummings from the Bullhead City Campus. Ms. Hunt will be graduating from MCC in May with an Associate of Science degree in Geology. She plans to transfer to the University of Arizona and double major in Mathematics and Geosciences. Ms. Hunt’s ultimate goal is to be a Petroleum Geologist. Mr. Cummings will be graduating from MCC in May with an Associate of Arts degree in Liberal Arts. He plans to transfer to Northern Arizona University and earn his Bachelors degree in Biochemistry. Mr. Cummings plans to continue his education through the Doctoral level and hopes to eventually work as a Cancer Researcher. All students chosen to the All-Arizona Academic Team receive a full-tuition scholarship to Arizona State University, the University of Arizona or Northern Arizona University. Awardees also receive a small stipend to help offset the cost of books and supplies.

VII. Phi Theta Kappa Advisor Recognition (Karlin)

Dan Pund, MCC resident English faculty, was recently recognized by PTK Honor Society for five years of service as an advisor to its’ chapter Alpha Chi Chi at Mohave Community College. Mr. Pund has spent countless hours in MCC’s student life working to engage students and aspire them to their potential as community leaders. PTK, the largest honor society among two-year colleges, would not be possible at MCC without Mr. Pund and others like him. PTK strives to provide opportunity for leadership and service, an intellectual climate of ideas and ideals, for lively scholarship and for stimulation of interest in continuing academic excellence.

VIII. Faculty Council Report (Dr. Andra Goldberg, president, MCC Faculty Council)

Monthly update on the state of the faculty by faculty council president.

IX. Board Reports (Smith)

A. Policy: Records Retention, 2nd Reading (Smith)(Appendix 2)

At present, MCC lacks an overarching policy regarding the management, retention and final disposition of its records. Current references to records in the Policy and Procedure manual refer only to specific records handled by different departments. To aid in risk management and as a best practice, a general records policy for the college is recommended.

Motion to approve the Records Retention policy as presented in the appendix

Motion to approve the Records Retention policy as presented in the appendix with the following modifications:
B. **AZ Dept. of Economic Security Data Exchange Agreement** (Smith)(Appendix 3)

The Arizona Department of Economic Security (AZDES) Unemployment Insurance Administration (UIA) requires that the Mohave County Community College District Governing Board (District) designate an agent if MCCCDGB wishes data to be released to an employee of the College as opposed to the District Governing Board President. The College is requesting that the Board designate its Director of Institutional Effectiveness, Robert Faubert as its agent for the purposes of data exchange.

**Move to approve MCC Director of Institutional Effectiveness Robert Faubert as the agent for AZDES/UIA data exchange.**

**Move to approve MCC Director of Institutional Effectiveness Robert Faubert as the agent for AZDES/UIA data exchange with the following modifications:**

C. Arizona Association of District Governing Board (Bare)

D. Periodic Policy Review – Section 2, Instruction and Academic Support (Smith)

The Policies and Procedures Manual of the Mohave County Community College District contains policies approved by the Governing Board for the governance of the institution. The policies are the basis for rules, regulations, and procedures developed by the administration and used to manage the institution. Section two of the manual covers policies and procedures for Instruction and Academic Support. The current version of the manual can be reviewed at: [http://www.mohave.edu/Assets/documents/Admin/P&P_Manual.pdf](http://www.mohave.edu/Assets/documents/Admin/P&P_Manual.pdf)

E. Online Trustee Education (Smith)

The College has renewed its annual subscription to the Association of Community College Trustee’s “Trustee Webinars”. Current offerings include such topics as Financial Aid 101, Ethical Governance, Safeguarding your Institution, Effective Meetings, Effective Advocacy, Fundraising, Financial Oversight and Accreditation. Details on how to access the webinars was sent to Trustee’s MCC email addresses on Wednesday February 3. Additional assistance can be provided by the Office of the President.

F. MCCCDGB Self-Evaluation (Smith)(Appendix 4)

As recommended by the Association of Community College Trustees, the Mohave County Community College District Governing Board performs a Board evaluation annually. The process involves the use of a self-assessment instrument, the results of which become the basis for a broader discussion, identifying the strengths of the Board and areas for improvement.

The Board went through the individual questions on the self-evaluation instrument. Personal responses were tallied and averaged to generate a Board response. The completed Board Self Evaluation is posted on the MCC website.
X. President’s Report (Dr. Michael Kearns, President)

A. Crisis Management (Shawn Bristle, Campus Dean)(Appendix 5)

Recent national events have propelled campus safety as an issue at the forefront of peoples’ minds. MCC students, guests, and employees want to know if they are safe. In order to substantively answer the question, a brief review will be made of the following: the regulatory context of crisis management; MCC’s significant past activities in emergency preparedness; exciting developments on the immediate horizon.

B. Guns on Campus Resolution (Kearns)(Appendix 6)

Arizona’s HB 2072 and HB 2338 bill are expected to have increased momentum this legislative season due to Texas successfully passing a campus carry bill in 2015.

Resolve to oppose Arizona HB 2072 and HB 2338

Resolve to oppose Arizona HB 2072 and HB 2338 with the following modifications:

C. Fair Labor Standards Act Changes (Kearns)(Appendix 7)

On March 13, 2014, President Obama signed a Presidential Memorandum directing the Department of Labor (DOL) to update the regulations defining which white collar workers are protected by the Fair Labor Standards Act’s (FLSA) minimum wage and overtime standards. Failure to update the overtime regulations has left an exception to overtime eligibility originally meant for executive, administrative and professional employees, now applying to workers earning as little as $23,660 a year. If the final rule is set at the 40th percentile of weekly earnings of full-time salaried workers, the DOL estimates that a 2016 level may be about $50,440 a year.

D. HLC Multi-Site Visit Report (Kearns)(Appendix 8)

E. AZ Community College State-Level Council Reports (Kearns)

F. Legislative Update (Kearns)(Appendix 9)

G. State Budget Update (Kearns)(Appendix 10)

H. Update of Current Events (Kearns)
XI. Instruction (Jill Loveless, Dean of Instruction)

A. Fall Open Educational Resources Report (Loveless)

MCC is in the second year of offering courses that use Open Education Resources instead of higher priced textbooks. The goal is to offer a 100% Arizona General Education Curriculum Certificate that has zero textbook fees. The faculty are identifying the next set of courses that will be OER in fall 2016 and will expand the current savings to students. This past fall students saved approximately $155,227.26 in textbook costs. This spring it is estimated that students may save $180,602.37 in textbook costs based on the price of new textbooks.

B. Telesis Center for Learning Spring Dual Enrollment IGA (Loveless)(Appendix 11)

Each fall the Board is requested to approve a number of Intergovernmental Agreements for the purpose of providing Dual Enrollment opportunities to the high school students of Mohave County. Telesis did not offer any dual enrollment courses in Fall 2015 but will this spring. Enrollment in these courses provides qualified high school students with the opportunity to attend college-level courses while still in the high school environment.

Move to approve the Intergovernmental Agreement between Mohave Community College and Telesis Center for Learning, Inc.

Move to approve the Intergovernmental Agreement between Mohave Community College and Telesis Center for Learning, Inc. with the following modifications:

C. Three-Year Academic Calendar (Loveless)(Appendix 12)

The Office of Instruction and Students Services collaborated in the drafting of the 2016-19 Academic Calendar. Staff in all areas of the college have reviewed the draft.

Move to approve the 2016-19 academic calendar as presented in the appendix

Move to approve the 2016-19 academic calendar as presented in the appendix with the following modifications:

D. Competency-Based Education Program Approval (Eric Eikenberry, Associate Dean, CBE)(Appendix 13)

Competency-Based Education (CBE) is a model of education that uses learning, not time, as the metric of student success. The CBE model allows students to progress at their own pace, possibly reducing the amount of time needed to earn a degree, and provides documentation about what the graduate is able to do. This approach to learning is particularly well-suited for those students for whom work and family commitments make educational flexibility a priority. Collaboration with local employers and/or accrediting agencies ensure that appropriate, industry competencies are central to the program. Mohave Community College has applied to the Higher Learning Commission to offer the following degree programs in a CBE format:
Move to approve the CBE models of the Automotive Collision Repair Technology AAS and the Chemical Dependency Studies AA as presented in the appendix with the following modifications:

XII. Financial Services (Sonni Marbury, Dean of Business Services)

A. Quarterly Investment Performance (Marbury)(Appendix 14)

B. Monthly Financial Report (Marbury)(Appendix 15)

The College’s monthly financial report for the month ending January 31, 2016 are presented in the Appendix.

XIII. Administrative Services (Diana Stithem, Executive Vice President)

A. Online Bookstore (Stithem)(Appendix 16)

The College currently contracts with Barnes and Noble College (B&N) for its bookstore services. Prior to 2015, each of the southern campuses housed its own B&N store; the North Campus has used a virtual bookstore for several years. Beginning with the 2015 summer session MCC moved closer to a college-wide virtual bookstore program. The Bullhead City Campus kept its store for campus sales and warehousing. During 2015 the Lake Havasu improved and expanded its allied health program areas by using the former bookstore space and the removal of bookstore space at the Neal Campus in Kingman allowed for additional student and instruction space in the new construction without adding additional square footage. Moving to a totally online bookstore will provide similar program real estate for the Bullhead City Campus.

December, 2015, the College offered a Request for Proposal (RFP) for a fully online bookstore. Five vendors responded to the RFP; three were selected to make presentations in Kingman. Selection of a new bookstore service must occur this month to allow for complete transition prior to the B&N renewal date and to give provide B&N with proper notice.

Of the three presentations, the RFP Team and the faculty members who were present for the presentations unanimously preferred eCampus.com, a virtual bookstore with headquarters in Lexington, Kentucky. eCampus.com presented the most robust virtual textbook program with a technology interface that can provide students with single sign-on textbook ordering using their financial aid when available. Textbook buy-backs and eCampus.com awards program dollars can be applied to a student’s bookstore account for future purchases.
**eCampus.com** will also participate in college promotions, support MCC’s scholarship program, pay a commission on sales, share in technology costs setting up the single sign on interface, and come to each of the three southern campuses for end-of-semester buy-backs.

Move to approve contracting with **eCampus.com** (A Book Company, LLC d/b/a eCampus.com) of Lexington, KY, for three years plus two optional annual renewals as Mohave Community College’s virtual textbook provider.

Move to approve contracting with **eCampus.com** (A Book Company, LLC d/b/a eCampus.com) of Lexington, KY, for three years plus two optional annual renewals as Mohave Community College’s virtual textbook provider with the following modifications:

**B. Health Insurance Broker Services** (Stithem)(Appendix 17)

The College has for many years carried its property and liability insurance coverage through the Arizona School Risk Retention, Inc. (the Trust). The Trust is a non-profit corporation that serves a number of public school districts and community colleges throughout the state. Although A.R.S. Title 41, Chapter 23 (Arizona Procurement Code) does not apply to the procurement of insurance or reinsurance, the College believes it is prudent to periodically re-examine insurance costs. Due to the variety and complexity of coverages the college requires, this is best done through the services of a broker. The selection of a broker does not mean the College will necessarily leave the Trust.

In January the College issued an RFP for broker services. Broker services proposals were received February 10, 2015 and have been reviewed. The College recommends a broker agreement with The Mahoney Group.

Move to approve an agreement with The Mahoney Group of Kingman Arizona as the College’s insurance broker for a period of three years with two one-year extensions.

Move to approve an agreement with The Mahoney Group of Kingman Arizona as the College’s insurance broker for a period of three years with two one-year extensions with the following modifications.

**C. Human Resources Report** (Stithem)(Appendix 18)

The College’s human resources report for the month ending January 31, 2016 are presented in the Appendix.

Move to approve the Human Resources report for the months ending January 31, 2016 as presented in the appendix

Move to approve the Human Resources report for the months ending January 31, 2016 as presented in the appendix with the following modifications:

**XIV. Next Meeting** (Smith)
The next regular meeting of the Mohave County Community College District will be Friday, March 11, 2016 starting at 9:00 a.m., originating from Lake Havasu Campus.

XV. **Adjournment** (Smith)
I. Call to Order (Dr. Julie Bare, President)

Dr. Bare called the meeting to order at 9:00 a.m.

II. Pledge of Allegiance

III. Roll Call (Amy Curley, Executive Assistant)

Julie Bare Present
Jon Longoria Present
Vance Miller Present
Judy Selberg Present
Phyllis Smith Present

IV. Approval of Meeting Minutes (Bare) (Appendix 1)

The draft minutes from the November 13, 2015 regular meeting appear in Appendix 1.

Phyllis Smith moved, Judy Selberg seconded, to approve the draft minutes from the November 13, 2015 regular meeting as they appear in Appendix 1. The motion carried 4-0.

V. Audience of Any Citizen (Bare)

[NOTE: This is an opportunity for any citizen to address the Board on any matter of concern to the citizen. The Board will listen to the remarks, but may not respond or answer questions. Unless the matter is already on the agenda for action, no action can be taken other than to instruct staff to include the matter on a future agenda. The president of the Board may limit the time for individual presentation and may limit the total time for all presentations. Citizens wishing to comment will be limited to one opportunity to speak. If a citizens group wishes to speak on the same subject, the group should choose a representative to deliver the message.]
The Chairperson may set a limit for organized group presentations and may set limits for each side when many persons request to speak on an agenda item. During Interactive Television (ITV) meetings, the chair will query each campus for those who wish to speak.]

Dr. Bare queried each campus individually. There were no citizens wishing to address the Board.

VI. Faculty Council Report (Dr. Andra Goldberg, president, MCC Faculty Council)

Dr. Goldberg expressed the faculty’s thanks for the excellent presentations at LATTE. Faculty will be helping with recruitment - calling students from prior classes and reaching out with advising whenever possible. For 2016, faculty will be responsible for their caps and gowns for graduation in May - several online sites are available, Barnes and Nobel will have an online ordering system, and Clark Brown has offered to facilitate any donations from faculty to help colleagues. On behalf of all the faculty, the Faculty Council would like to thank Dr. Kearns for his open communication and willingness to work with the faculty to resolve issues that are important to them.

VII. Board Reports (Bare)

A. Elections

1. Naming of 2016 Officers (Bare)

   Dr. Bare stated that in January, the MCCCDBG elects members of the Board to the offices of president and secretary for the calendar year. It is customary to nominate one or more candidates; nominations need not be seconded. A vote will be taken on each nominee in the order in which he or she was nominated, until one is elected. The officer-elect takes possession of his or her office immediately.

   Nominations:

   Judy Selberg nominated Phyllis Smith for the office of President.

   **Phyllis Smith was elected to the office of President of the Board for calendar year 2016.**

   Judy Selberg nominated Vance Miller. Phyllis Smith nominated Jon Longoria. Mr. Longoria declined the nomination.

   **Vance Miller was elected to the office of Secretary of the Board for calendar year 2016.**

2. AADGB Representative and ACCT Delegate (Smith)

   Annually, the Board should designate a member to represent Mohave Community College in the Arizona Association of District Governing Boards and a member to be responsible as the voting delegate for MCC in the Association of Community College Trustees.
Dr. Selberg asked Dr. Bare if she would accept AADGB, and Bare encouraged Dr. Selberg to remain in role. Dr. Selberg declined. Dr. Bare asked each other board member to consider serving. None volunteered. Dr. Bare then accepted.

Mr. Miller suggested that the Board President be the voting delegate for ACCT annually. There was no disagreement.

B. ACCT Community College Governance Recognition Program and Trustee Webinar Annual Board Subscription (Smith) (Appendix 2)

Ms. Smith stated that the CCGRP is designed to share knowledge essential to the practice of exemplary community college governance and to provide individual trustees an opportunity to earn a Certificate of Completion. Trustees choose from any combination of ACCT face-to-face and online educational courses to total 12 credits.

Ms. Smith stated that she, personally, was significantly vested in many ACCT programs. Mr. Longoria stated he was interested in furthering in his education as a trustee via the webinar series and via ACCT events. Dr. Bare requested that follow-up take place on the actual usage of the ACCT webinar series to see if it is worthwhile.

C. Mileage Claim Process (Smith)

Ms. Smith reiterated that per MCC policies 1.140 and 5.095, Board members serve without remuneration, except for reimbursement for travel and incidental expenditures under the same general policies as college employees (ARS 15-1445). Mileage only claim forms can be acquired from district staff and must be submitted by the traveler by the end of each month. Reimbursement is not automatic.

D. Periodic Policy Review – Section 1, Governing Board Bylaws (Smith)(Appendix 3)

The Policies and Procedures Manual of the Mohave County Community College District contains policies approved by the Governing Board for the governance of the institution. The policies are the basis for rules, regulations, and procedures developed by the administration and used to manage the institution.

Governing board policies tend to be more permanent in nature and to remain static versus being changed annually. However, policies are subject to change for compliance with applicable law, with best practices, and with applicability to the institution. Changes to policies (bold typeface) in the manual require Governing Board action. The Board shall be periodically advised of changes to the procedures (regular typeface) contained in the manual.

Ms. Smith requested feedback on Section One of the PPM which was included with the agenda. Dr. Selberg stated she appreciated the opportunity to review the manual monthly. There was no further discussion.
E. Policy: Records Retention, 1st Reading (Smith)(Appendix 4)

Dr. Kearns explained that at present, MCC lacks an overarching policy regarding the management, retention and final disposition of its records. Current references to records in the Policy and Procedure manual refer only to specific records handled by different departments. To aid in risk management and as a best practice, a general records policy for the college is recommended.

Dr. Selberg asked if there was a method to automate the records retentions process. Dr. Kearns stated that it was the responsibility of individual departments to maintain their records in compliance with the laws.

VIII. President’s Report (Dr. Michael Kearns, President)

A. League of Innovation John & Suanne Roueche Excellence Award (Kearns)(Appendix 5)

Dr. Kearns reported that in December, Mohave Community College nominated its Dean of Student Services, Ana Masterson for the John & Suanne Roueche Excellence Award which recognizes the long tradition of excellence in community college teaching and leadership. These awards are open to League Alliance member institutions to celebrate outstanding contributions and leadership by community college faculty and staff.

Dean Masterson took the opportunity to thank her Student Services team. Ms. Smith acknowledged the importance of MCC Call Center.

B. AZ Community College State-Level Council Reports (Kearns)

Dr. Kearns reported that the ACCCC meeting will be January 13, 2016.

C. Legislative Update (Kearns)

1. Expenditure Limitation Report Study Committee Update

Dr. Kearns reported that at the time of the MCCCDBG workshop in December 2015, there were two proposals that the study committee might have presented to the legislature. Since then, the committee has announced that it not be forwarding any recommendations. As such, the ACCCC has asked Senate higher education committee chair Sylvia Allen to sponsor a bill based on the 5 year average FTSE. Dean of Business Services Sonni Marbury presented some options for FY17.

D. State Budget Update (Kearns)(Appendix 6)
Dr. Kearns reported that the Joint Legislative Budget Committee has selected seven entities to present during appropriation deliberations, including the universities and K12 but not community colleges.

E. Update of Current Events (Kearns)

Dr. Kearns announced that Rufas Glasper, Chancellor of the Maricopa County Community College District has accepted the Executive Director position at the League of Innovation. No announcements have been made regarding a replacement.

IX. Instruction (Jill Loveless, Dean of Instruction)

A. 2016-2017 Academic Calendar (Loveless) (Appendix 7)

Dean Loveless reported that the Office of Instruction and Students Services collaborated in the drafting of the 2016-17 Academic Calendar. Staff in all areas of the college have reviewed the draft.

Julie Bare moved, Vance Miller seconded, to approve the 2016-17 academic calendar as presented in the appendix. Without further discussion, the motion carried 5-0.

X. Financial Services (Sonni Marbury, Dean of Business Services)

A. Monthly Financial Report (Marbury)(Appendix 8)

Dean Marbury presented the College’s monthly financial report for the months ending November 30 and December 31, 2015 as they were presented in the Appendix.

XI. Administrative Services (Diana Stithem, Executive Vice President)

A. IT Hardware Purchase (Stithem)(Appendix 9)

Vice President Stithem stated that to quickly resolve the data storage problem MCC is experiencing, and to do so in the most efficient way, the College recommends the purchase of two additional Nimble storage units as a sole source purchase. These units will provide needed integrated data protection, data management, maintenance and support. The bases for the sole source exception are the following:

1. Timing: An end-of-year sale opportunity to purchase Nimble units (what MCC uses now), providing a savings of over $120,000.00 compared to a quote for the equipment in August, 2015.
2. Timing: The College currently has contracted service hours with Trapp Technology, a Scottsdale company that is on board and ready to assist with the installation and configuration.
3. Timing: The need to move quickly to resolve data storage and back-up challenges.
The College Procurement manual authorizes both sole source purchasing and emergency purchasing, both of which are supported by a corresponding or greater loss to the institution as a result of the delay. The total price amount including shipping and tax, with the end of year discount, is $197,146.83. (Pricing detail included in Appendix)

Vance Miller moved, Judy Selberg seconded, to approve the expenditure of $197,146.83 for two data storage units. Without further discussion, the motion carried 5-0.

B. Human Resources Report (Stithem)(Appendix 10)

Vice President Stithem presented the College’s human resources report for the months ending November 30 and December 31, 2015 as they appeared in the Appendix.

Julie Bare moved, Jon Longoria seconded, to approve the Human Resources report for the months ending November 30 and December 31, 2015 as presented in the appendix. Without further discussion, the motion carried 5-0.

XII. MCCCDGB 2015 Board Evaluation (Smith)(Appendix 11)

The Mohave County Community College District Governing Board performs an evaluation of its performance annually. Ms. Smith

XIII. Next Meeting (Smith)

The next regular meeting of the Mohave County Community College District will be Friday, February 12, 2016 starting at 9:00 a.m., originating from Bullhead City Campus.

XIV. Adjournment (Smith)

Ms. Smith adjourned the meeting 10:08 a.m.
POLICY CHANGE RECOMMENDATION

TO: MCC DISTRICT GOVERNING BOARD
FROM: Michael J. Kearns, President
POLICY #: 5.073 Records Retention Policy

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<td>January 8, 2016</td>
<td>February 12, 2016</td>
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Current Policy:
Not Applicable

Recommended Policy:

5.073 Records Management and Retention

Mohave Community College will maintain and manage its records in accordance with applicable state and federal laws and regulations.

Submitted by: Approved by: MCCCDGB Effective Date: PPM Posted:
INTERNAL DATA SHARING AGREEMENT

This Internal Data Sharing Agreement (the “Agreement”) is entered into on this _____ day of ______________, 2016, by and between Mohave County Community College District (“District”) and Robert A. Faubert (“Agent”). District and Agent are referred to herein together as the “parties” and individually as “party.”

RECITALS

Arizona Department of Economic Security (“AZDES”) Unemployment Insurance Administration (“UIA”) discloses certain confidential Unemployment Compensation (“UC”) information to District.

District is a community college district recognized and approved by the Arizona Department of Education. District, through its Governing Board, receives confidential UC information from UIA pursuant to 20 C.F.R. §603.5(e).

District desires to share confidential UC information with Agent to facilitate compilation, aggregation, and reporting of UC information for submission to UIA.

District designates Agent as District’s agent authorized to receive confidential information for the purposes stated herein.

TERMS AND CONDITIONS

In exchange for the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

1. The term “confidential UC information” means any information in the records of a State or State UC agency (i.e. UIA) that pertains to the administration of the State UC law. This term includes State wage reports collected under the Income and Eligibility Verification System (IEVS) that are obtained by the State UC agency for determining UC monetary eligibility or are downloaded to the State UC agency’s files as a result of a cross match but does not otherwise include those wage reports. The term does not include information in a State’s Directory of New Hires, but does include any such information that has been disclosed to the State unemployment agency for use in the UC program. It also does not include the personnel or fiscal information of a State UC agency.

2. Purpose and duties. District may disclose confidential UC information to Agent for use in performance of agents’ duties under this Agreement and which are consistent with 20 C.F.R. §603.5(e). Agent’s duties shall be limited to the compilation, aggregation, and anonymization of UC information and reporting such information to UIA. Confidential UC information shared under this Agreement shall not be used for any purpose other than those described in this Agreement.

3. Confidentiality. To maintain the security of confidential UC information consistent with the requirements of 20 C.F.R. §§ 603.9 and 603.10, Agent agrees Agent will:
a. Use the disclosed confidential UC information only for purpose authorized by law as needed to perform the legitimate duties of District, consistent with this Agreement.

b. Appropriately safeguard confidential UC information.

c. Store confidential UC information in a place physically secure from access by unauthorized persons, including storing confidential UC information maintained in electronic format in such a way that it is reasonably secure from access by unauthorized persons.

d. Use appropriate security measures and undertake precautions to ensure that only authorized District personnel are given access to confidential UC information.

e. Ensure confidential UC information is disclosed only to those with a need to access it for purposes listed in this Agreement or any other applicable agreement between District and AZDES, or if required by law.

f. Instruct all District personnel with access to confidential UC information about the confidentiality requirements of 20 C.F.R. Part 603, Subpart B, and the sanctions specified by Arizona law for unauthorized disclosure of information. See A.R.S. §23-722.01(G) (civil penalty of $1,000 for unauthorized disclosure of confidential UC information).

g. Dispose of confidential UC information after its purpose is served by either returning the confidential UC information to AZDES or destroying the confidential UC information consistent with the records retention schedules required by law. Disposal includes deletion of personal identifiers by AZDES in lieu of destruction.

4. **Term.** The term of this Agreement shall be open-ended unless earlier terminated in accordance with this Agreement.

5. **Termination.** This Agreement shall terminate immediately upon any violation by Agent of the confidentiality and nondisclosure provisions herein. District may terminate this Agreement at its sole discretion, at any time, through written notice to Agent.

6. **Choice of law.** This Agreement shall be constructed under the laws of the State of Arizona, notwithstanding any conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

**DISTRICT**

By ______________________________

Name: Ms. Phyllis Smith
Title: District Board Chair
Date: ____________________________

**AGENT**

By ______________________________

Name: Robert A. Faubert
Title: MCC Director of Institutional Research
Date: ____________________________
The mission of Mohave Community College is to be a learning-centered institution, serving all constituencies, inspiring excellence through innovation and empowering students to succeed. Mohave Community College strives to be recognized as a resource for educational, cultural and civic activities by the communities it serves.

The Process:

- Each board member is encouraged to review the document and complete individual self-evaluation prior to meeting with the board as a whole.

- At the meeting, board members signal personal reflection response. Signaled numbers are tallied, divided by five, and a composite score (mathematical average) is assigned to the line item. An informal discussion of any item is initiated, at will, by any Governing Board Member. Comments are summarized and consensus is reflected in text.

- Items in the document were selected from the ACCT website and are consistent with MCC GBP 1.065 - Powers and Duties of the Governing Board.

- ACCT recommends that Governing Board Members establish annual board goals. This is collaboratively accomplished during the GB review.


PROCESS FOR COMPLETION: As individuals, board members determined their individual self-rating. As a group, members shared individual ratings to determine group indicator (mathematical average of each self-evaluations).

INDICATORS:

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<td>I (we) operate at an optimum level of performance.</td>
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<td>I (we) operate at a sustainable level that is satisfactory to me as I review my performance and consider areas of strength/growth.</td>
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<td>3</td>
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<td>I (we) operate at an acceptable level, but my (our) growth in this area would lead to optimal performance.</td>
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<td>4</td>
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<td>I (we) suggest improvement for me (the board).</td>
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## 1. BOARD OPERATIONS

Scale: 1 = "O"; 2 = "S"; 3 = "G"; 4 = "I" (see indicators)

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<th>Avg.</th>
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</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Board holds annual workshop(s) for professional development and to explore contemporary issues in community college governance.</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>1.2</td>
<td>The Board regularly reviews reports on student learning outcomes, and demonstrates a concern for the success of all students.</td>
<td></td>
<td>1.375</td>
</tr>
<tr>
<td>1.3</td>
<td>The Board spends sufficient time discussing the future direction of the College, and maintains a visionary focus during board discussions.</td>
<td></td>
<td>1.875</td>
</tr>
<tr>
<td>1.4</td>
<td>Trustees treat one another with respect and work together in a spirit of harmony and cooperation to accomplish the work of the Board.</td>
<td></td>
<td>1.5</td>
</tr>
<tr>
<td>1.5</td>
<td>The Board understands and protects the academic freedom of the faculty, administration, staff, and students.</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>1.6</td>
<td>The Board openly discusses issues and maintains appropriate relations with constituent groups.</td>
<td></td>
<td>1.875</td>
</tr>
<tr>
<td>1.7</td>
<td>The Board accommodates the differences of opinion that arise during debates of issues and once a decision is made, Trustees cease debate and uphold the decision of the Board</td>
<td></td>
<td>1.25</td>
</tr>
<tr>
<td>1.8</td>
<td>The Chair serves as the voice of the Board when dealing with the public and media</td>
<td></td>
<td>2.575</td>
</tr>
</tbody>
</table>

## 2. KNOWLEDGE & UNDERSTANDING

Scale: 1 = "O"; 2 = "S"; 3 = "G"; 4 = "I" (see indicators)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>Avg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>The board understands and adheres to its roles, responsibilities, and a code of ethics.</td>
<td></td>
<td>1.5</td>
</tr>
<tr>
<td>2.2</td>
<td>An examination of the Board's work provides clear evidence that the Board understands that its primary function is to establish the policies by which the community college is administered</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>2.3</td>
<td>The Board understands the budget, the budget process and the financial health of the college</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>2.4</td>
<td>The Board is knowledgeable about the mission and purposes of the institution.</td>
<td></td>
<td>1.625</td>
</tr>
<tr>
<td>2.5</td>
<td>The Board is knowledgeable about the educational programs and services of the College, and seeks appropriate information about same from the President.</td>
<td></td>
<td>1.875</td>
</tr>
<tr>
<td>2.6</td>
<td>The Board is knowledgeable about major social and economic trends and issues that affect the community college institution.</td>
<td></td>
<td>1.625</td>
</tr>
<tr>
<td>2.7</td>
<td>The Board understands state and federal accountability requirements, and reviews accountability reports to state and federal agencies.</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>2.8</td>
<td>The Board understands and protects the academic freedom of the faculty, administration, staff, and students.</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>2.9</td>
<td>The Board understands the political implications of its actions, and considers the implications once a decision is made.</td>
<td></td>
<td>1.375</td>
</tr>
</tbody>
</table>
### 3. MISSION AND POLICY

Scale: 1 = "O"; 2 = "S"; 3 = "G"; 4 = "I" (see indicators)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Avg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>The Board focuses on policy in board discussions, not administrative matters</td>
<td>1.875</td>
</tr>
<tr>
<td>3.2</td>
<td>The Board requires and is involved in long-range fiscal planning.</td>
<td>1.375</td>
</tr>
<tr>
<td>3.3</td>
<td>The Board monitors the effectiveness of the college in fulfilling the mission, and requires the college to regularly evaluate program effectiveness.</td>
<td>1.75</td>
</tr>
<tr>
<td>3.4</td>
<td>Decisions about budget allocations are based on evidence of program effectiveness and linked to plans to increase rates of student success</td>
<td>1.625</td>
</tr>
<tr>
<td>3.5</td>
<td>The College routinely evaluates effectiveness of efforts to improve student success and uses the results to improve policy and practice</td>
<td>1.375</td>
</tr>
<tr>
<td>3.6</td>
<td>The Board has policies that require fair and equitable employment processes, and is committed to equal opportunity.</td>
<td>1.375</td>
</tr>
<tr>
<td>3.7</td>
<td>Annual review of all facilities is conducted by the President, and presented to the GB. In turn, GB policies adequately address parameters for facilities maintenance, appearance, safety, and security.</td>
<td>1.5</td>
</tr>
<tr>
<td>3.8</td>
<td>The Board has a long-range facilities plan.</td>
<td>1.25</td>
</tr>
<tr>
<td>3.9</td>
<td>The vision and goals of the institution adequately address community needs.</td>
<td>1.875</td>
</tr>
</tbody>
</table>

### 4. BOARD – PRESIDENT RELATIONSHIP

Scale: 1 = "O"; 2 = "S"; 3 = "G"; 4 = "I" (see indicators)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Avg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>The Board maintains open and effective communication with the President</td>
<td>1.25</td>
</tr>
<tr>
<td>4.2</td>
<td>The Board and President have a positive, cooperative relationship that reflects mutual trust and respect.</td>
<td>1.25</td>
</tr>
<tr>
<td>4.3</td>
<td>The Board clearly delegates the administration of the college to the President.</td>
<td>1.375</td>
</tr>
<tr>
<td>4.4</td>
<td>Through its behavior, the Board sets a positive example for the President and other employees.</td>
<td>1.375</td>
</tr>
<tr>
<td>4.5</td>
<td>The Board has policies that require adequate participation in decision-making within the institution and through the President, seeks advice and recommendations from faculty, staff and students in developing policies.</td>
<td>1.75</td>
</tr>
<tr>
<td>4.6</td>
<td>The Board spends sufficient time planning and providing clear priorities for the President and the College</td>
<td>2.5</td>
</tr>
<tr>
<td>4.7</td>
<td>The Board encourages the professional growth of the President</td>
<td>1.375</td>
</tr>
</tbody>
</table>
5. **TRUSTEESHIP**

Scale: 1 = “O”; 2 = “S”; 3 = “G”; 4 = “I” (see indicators)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Avg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Trustees understand that they have no legal authority outside board meetings.</td>
<td>1</td>
</tr>
<tr>
<td>5.2</td>
<td>As a Trustee, I adhere to confidentiality expectations and requirements.</td>
<td>1</td>
</tr>
<tr>
<td>5.3</td>
<td>Trustees are prepared for board meetings and meetings are conducted in such a manner that the purposes are achieved effectively and efficiently</td>
<td>1.125</td>
</tr>
<tr>
<td>5.4</td>
<td>The information requested by and provided to Trustees does not put an undue burden on staff.</td>
<td>1.125</td>
</tr>
<tr>
<td>5.5</td>
<td>Trustees are knowledgeable about the college, recognizing positive accomplishments and speaking positively about the institution in the community.</td>
<td>1.125</td>
</tr>
<tr>
<td>5.6</td>
<td>Trustees are knowledgeable about state and national laws and educational policy issues.</td>
<td>1.625</td>
</tr>
<tr>
<td>5.7</td>
<td>The time I dedicate to my responsibilities as a Trustee is worthwhile.</td>
<td>1</td>
</tr>
<tr>
<td>5.8</td>
<td>As a Trustee, I am satisfied with the overall effectiveness of board management and organization.</td>
<td>1.375</td>
</tr>
<tr>
<td>5.9</td>
<td>I enjoy and am satisfied with my role as a Trustee.</td>
<td>1.25</td>
</tr>
<tr>
<td>6.0</td>
<td>Trustees actively support the MCC foundation and its efforts.</td>
<td>2.5</td>
</tr>
</tbody>
</table>

**ADDITIONAL COMMENTS:**

I/we can always do a better job of being spokesmen, effective presenters and advocates for our community college system, but for the most part we, collectively contribute in an effective and worthwhile manner. I think that the Board officer positions need to rotate so that all board members contribute to the good of the organization and can become collective leaders. Past officers must serve as mentors to those who assume positions of leadership. We have an unusually cohesive board and our members are well educated and are effective speakers and represent our system well. I really like the addition of Board policy review and reflection. A healthy organization makes sure that all its leaders can and are able to be effective leaders and representatives. Building confidence among them is critical. (JS)

I believe that the offering of ACCT/GISS study materials will enrich my participation in Board and College activities and will be fully vested in completing this regimen of courses (PS)
Distribution of All Responses to All Questions

Average Response for Individual Categories

Trustee Average by Category
MCC CRISIS MANAGEMENT & EMERGENCY PREPAREDNESS
MCC Crisis Mmt Overview

- The Big Question
- Background & Brief History
  - Mandates
    - Alphabet Soup: NIMS & ICS
  - MCC Responses:
    - College/Campus Plans
    - Training
    - Partnerships
- Spring 2016 Plans & Beyond
The Big Question

All of us deserve to feel safe.

Are we?
Federal Mandates: Alphabet Soup

  - National Incident Management System (NIMS)
    - Incident Command System (ICS)
      - Standardized, on-scene, all-hazards management approach
      - Represents “best practices”

- HSPD-7
- PPD-8
MCC Responses:

• College/Campus Plans
• Training
• Partnerships
Recent & Upcoming Activities

• Partnership: MCC, BHC PD, County Emergency Manager
  • Dec. 16 Demo of SWAT Response
  • Feb. 17-19 MAG300 Class Training
  • April Full Functional Exercise
  ✓ Additional FFEs Planned in Coming Months
MCC Proactive Response

- Continuous Personnel Development
- Active Partnerships with Emergency Responders
- Unceasing Evolution of Plans
Pending Legislation: House Bill 2072
Whereas the members of the Mohave Community College Board of Governors are elected by the people of Mohave County to set policy for the college and to safeguard taxpayers’ investment in higher education, and

Whereas, through that election process, governance of the college is in the hands of people who live in the county and understand the dynamics of the communities they serve; and local governance is the most relevant and effective way to assure high quality education for the citizens of Arizona, and

Whereas the Board has a fiduciary responsibility to the taxpayers of Mohave County, it opposes House Bills 2072 and 2338 based on the financial and operational impact such legislation would have on the college, and

Whereas allowing the carry of weapons on campus by faculty and students, but not by professional and classified staff, creates an imbalance in the shared governance of Mohave Community College, and

Whereas the college will incur additional operating expenses in a time where revenues continue to decline to replace prisoner labor hours if the Department of Corrections prohibits prisoners from working in an unregulated environment where guns are allowed, and

Whereas, in order to comply with the new law, money would have to be taken from instruction for the operation of the college, which would impair the mission of the college to advance higher education in the county and the state, and

Be it therefore resolved that the Mohave Community College Board of Governors proclaims its opposition to said legislation and respectfully asks members of the State Legislature to deny passage of HB 2072 and HB 2338, or any other legislation that would limit the MCC Governing Board’s ability to adopt rules and policies that support the safe and effective accomplishment of the college mission.

Singed this __________ day of ________________, 2016

Phyllis Smith, President
Mohave Community College Board of Governors
PROPOSED CHANGES TO FLSA
Fair Labor Standards Act – The Basics

Federal law that establishes:

- Minimum wage
- Overtime pay eligibility
- Record keeping
- Child labor standards
Overtime Pay Eligibility

Determines who is eligible for overtime (non-exempt employee usually paid an hourly wage) and who is not (exempt employee usually paid a salary) through a series of “tests”.

1. Salary test – to be non-exempt, an employee must make at least $455 per week ($23,660 per year) and be paid on a salary basis.

2. Duties test – to be non-exempt, an employee must perform work that qualifies as executive, administrative, professional, or be in a computer or outside sales field.
How did we get here?

- March 2014 - President Obama signs a Presidential Memorandum directing the Department of Labor to modernize and simplify the regulations while ensuring that the FLSA’s intended overtime protections are fully implemented

- March 2014 to June 2015 – Department of Labor conducts listening sessions to determine:
  - *What is the appropriate salary level for exemption?*
  - *What, if any, changes should be made to the duties test?*
  - *How the regulations can be simplified?*
How did we get here?

- July 2015 – Notice of Proposed Rulemaking published (285 pages of preamble and 9 pages of rules) and 60-day comment period opens.
- September 2015 – Comment period closes.
- ??????? – Final rules published (estimated to be Spring 2016)
Key provisions of the Proposed Rule

- Sets the standard salary level at the 40th percentile of weekly earnings for full-time salaried workers (projected to be $970 per week, or $50,440 annually for 2016).

- Increase the total annual compensation requirement needed to exempt highly compensated employees (HCEs) to the annualized value of the 90th percentile of weekly earnings of full-time salaried workers ($122,148 annually).

- Establish a mechanism for automatically updating the salary and compensation levels going forward to ensure that they will continue to provide a useful and effective test for exemption.
What this means for MCC...

- Approximately 65% (70 individuals) of our professional workforce, who are currently categorized as exempt (salaried), will become non-exempt (hourly), effective 60 – 120 days after the final rule is published.
  - The number of affected employees and effective date may change based on the final rule.
  - More employees will be eligible for overtime compensation
  - Less flexibility in scheduling staff for heavy work periods or special events
What this means for MCC...

■ More employees may be impacted in following years, based on the mechanism for automatically updating the salary exemption level each year.
  - In order to keep a position in the exempt, MCC would have to ensure that the base salary is increased in conjunction with the annual DOL adjustments to the standard salary level.

■ As currently proposed, faculty positions would not be impacted.
Plan

1. Revise hourly compensation plan to include additional pay grades and remove scheduled steps.
<table>
<thead>
<tr>
<th>Grade</th>
<th>S1</th>
<th>S2</th>
<th>S3</th>
<th>S4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$10.46</td>
<td>$11.40</td>
<td>$12.54</td>
<td>$13.80</td>
</tr>
<tr>
<td>2</td>
<td>$10.71</td>
<td>$11.67</td>
<td>$12.84</td>
<td>$14.13</td>
</tr>
<tr>
<td>3</td>
<td>$10.97</td>
<td>$11.95</td>
<td>$13.15</td>
<td>$14.47</td>
</tr>
<tr>
<td>4</td>
<td>$11.23</td>
<td>$12.24</td>
<td>$13.46</td>
<td>$14.82</td>
</tr>
<tr>
<td>5</td>
<td>$11.50</td>
<td>$12.53</td>
<td>$13.79</td>
<td>$15.17</td>
</tr>
<tr>
<td>18</td>
<td>$15.65</td>
<td>$17.06</td>
<td>$18.77</td>
<td>$20.65</td>
</tr>
<tr>
<td>19</td>
<td>$16.03</td>
<td>$17.47</td>
<td>$19.22</td>
<td>$21.15</td>
</tr>
<tr>
<td>20</td>
<td>$16.41</td>
<td>$17.89</td>
<td>$19.68</td>
<td>$21.66</td>
</tr>
<tr>
<td>21</td>
<td>$16.81</td>
<td>$18.32</td>
<td>$20.15</td>
<td>$22.18</td>
</tr>
<tr>
<td>22</td>
<td>$17.21</td>
<td>$18.76</td>
<td>$20.63</td>
<td>$22.71</td>
</tr>
</tbody>
</table>
"Step-less" Hourly Compensation System

<table>
<thead>
<tr>
<th>Level</th>
<th>Minimum</th>
<th>New Hire Max</th>
<th>Maximum</th>
<th>Level</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$10.46</td>
<td>$12.03</td>
<td>$17.21</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>$11.40</td>
<td>$13.11</td>
<td>$18.76</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
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<td>$20.63</td>
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<tr>
<td>4</td>
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<td>$22.71</td>
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<tr>
<td>9</td>
<td>$22.23</td>
<td>$25.56</td>
<td>$36.58</td>
<td>9</td>
</tr>
</tbody>
</table>
Criteria For Placement

(only one from each section for a maximum of 15%)

Education:
3% Associate Degree
6% Bachelor Degree
9% Master Degree

Experience:
2% 2-3.9 years of related experience
4% 4-5.9 years of related experience
6% 6+ years of related experience
Plan

1. Revise hourly compensation plan to include additional pay grades and remove scheduled steps.
2. For identified employees, convert annual salary into an hourly wage.
Example

Ms. Smith is employed in a P1 (exempt) position at a salary of $33,500 per year. Under the new compensation plan, Ms. Smith’s position would be reclassified to an S5 pay grade and her hourly rate would be set at $14.69 per hour.

\[
\frac{33,500}{2088} = 14.69
\]

(average work year)
Plan

1. Revise hourly compensation plan to include additional pay grades and remove scheduled steps.
2. For identified employees, convert annual salary into an hourly wage.
3. Notify each identified employee and his/her supervisor of changes and timeline.
4. Educate employees and managers on FLSA regulations and time card functions.
5. Issue revised work agreements for identified employees.
Questions?
February 5, 2016

Dr. Michael Kearns
President
Mohave Community College
1971 Jagerson Ave.
Kingman, AZ  86409-1238

Dear President Kearns:

Attached is a copy of the Multi-Location Visit Report completed following the visit to Mohave Community College. As detailed in the report, the pattern of operations at the locations appears to be adequate and no further review or monitoring is necessary.

Within the Multi-Location Visit Report, you will find brief comments on the instructional oversight, academic services, student services, facilities, marketing and recruitment information and adequacy of assessment of student performance. Please consider these comments as advice for continued improvement of the additional locations.

Per HLC policy, completion of these visits and fulfillment of the requirement will be noted in your institution’s history record and the completed report will be included in your institution’s permanent file.

If you have any questions or comments regarding the Multi-Location Visit or the attached report, please contact Pat Newton-Curran (pnewton@hlcommission.org).

Sincerely,

Higher Learning Commission
Multi-Location Visit Peer Review Report

Institution: Mohave Community College

Additional Locations Visited:

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Location Address (street, city, state and ZIP code)</th>
<th>Date Reviewed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Havasu City Location</td>
<td>1977 Acoma Blvd., West; Lake Havasu City, AZ 86403</td>
<td>Oct. 26, 2015</td>
</tr>
<tr>
<td>Bullhead City Location</td>
<td>3400 Highway 95; Bullhead City, AZ 86442</td>
<td>Oct. 27, 2015</td>
</tr>
</tbody>
</table>

Peer Reviewer

Name: James N. Mayfield

Institution: Retired   Title: N/A

Instructions

In order to document effective administrative systems for managing multiple additional locations, please complete the following. For each item, check adequate or attention needed, and indicate in Comments the institution’s strengths and/or opportunities for improvement in controlling and delivering degree programs off-campus. If comments pertain to a specific location, they should be included along with the identity of that location.

Submit the completed report in PDF format at http://www.hlcommission.org/document_upload. When submitting, be sure to select the following: Role – Peer Reviewer, HLC Process – Required Reports, File Type – Multi-Location Report. The report is due within 30 days after the last additional location is visited.

Overview Statement

Provide information about current additional locations and the institution’s general approach to off-campus instruction. Describe the growth pattern at the institution since the last review of off-campus instruction. Provide information about the involvement of external organizations or other higher education institutions.

Judgment of reviewer. Check appropriate box:  ☒ Adequate  ☐ Attention Needed

Comments:
Mohave Community College is a comprehensive community college system serving over 14,000 students in northwest Arizona and neighboring communities in California, Nevada and Utah. It operates from four physical locations located in Kingman, Lake Havasu City, Bullhead City and Colorado City and an online education program. The central administration of the Institution is located at the Kingman location.

The purpose of the multi-location visit was to review operations at the Lake Havasu and Bullhead City locations. Location visits were performed over a two-day period that lasted approximately seven-hours per day. Both locations have resident administrative, instructional, and student service organizations. Administrators and student service personnel report to the location deans and the central administration for oversight and consistency of academic programs. During the visits, meetings were held with administrators, faculty members, and students. A facilities tour was taken at each location to assess its adequacy and condition.

Enrollment has fluctuated in recent years, but enrollment growth is expected as the economy in the region continues to recover from the recent recession. Completion rates of approximately 30% have remained fairly constant. The Institution is developing additional plans to improve completion rates.

The Institution provided the attached pre visit information report (Attachment 1). The information in the report was discussed during interviews with administrators, faculty members, and students.

Institutional Planning

What evidence demonstrates that the institution effectively plans for growth and maintenance of additional locations? Identify whether the institution has adequate controls in place to ensure that information presented to students is adequate. Describe whether the financial planning and budgeting process has proven effective at additional locations.

Judgment of reviewer. Check appropriate box:  ☒ Adequate  ☐ Attention needed

Comments:

The Executive Vice President and the Accreditation Liaison and Compliance Officer are responsible for assuring that adequate processes and controls are utilized to achieve consistent compliance throughout the Institution regarding information presented to students. The Institution provided the attached supplement information (Attachment 2) as evidence of its compliance processes.

The budgeting and financial planning process and financial statements and budget documents were reviewed with the President and Executive Vice President. The financial planning process has resulted in allocation of appropriate resources for academic programs and student services, an equitable distribution of resources to each of the four locations, facility maintenance of all locations, and a debt-free institution. Reserves are maintained for anticipated future Institutional needs and risks--such as a possible reduction in future state funding.

Facilities
What evidence demonstrates that the facilities at the additional locations meet the needs of the students and the curriculum? Consider, in particular, classrooms and laboratories (size, maintenance, temperature, etc.); faculty and administrative offices (site, visibility, privacy for meetings, etc.); parking or access to public transit; bookstore or text purchasing services; security; handicapped access; and other (food or snack services, study and meeting areas, etc.)

**Judgment of reviewer**. Check appropriate box: ☒ Adequate ☐ Attention needed

**Comments:**

Both visited locations evidence benefits from a recently completed five-year plan to address deferred maintenance issues. The exterior grounds are attractive, clean, and well groomed. Native plants and hardscape as well as grass areas for student outdoor activities are used at both locations to provide an attractive academic setting. Parking is plentiful, within walking distance of buildings, and is well-lighted.

Classrooms are clean and display the availability of technology to enhance teaching-learning. The libraries provide an open, well-lighted environment and computers for student research activities.

Vocational training areas are maintained in a clean, well organized, and safe condition. Vocational programs at the Bullhead City location have benefited from effective use of a STEM Grant. (See Attachment 3 for evidence of specific benefits.)

**Instructional Oversight**

What evidence demonstrates that the institution effectively oversees instruction at the additional locations? Consider, in particular, consistency of curricular expectations and policies, availability of courses needed for program and graduation requirements, faculty qualifications, performance of instructional duties, availability of faculty to students, orientation of faculty/professional development, attention to student concerns.

**Judgment of reviewer**. Check appropriate box: ☒ Adequate ☐ Attention needed

**Comments:**

Each visited locations has a resident location dean and a dean of instruction who are responsible for overseeing instruction, adherence to institutional curricular standards and policies, faculty qualifications, and learning assessment. All courses necessary for completion of programs are available at both locations. Many courses may also be taken online to address individuals’ personal needs.

The Institution recognizes the need to develop more systematic, objective measurement and assessment metrics to track and provide evidence of academic performance. Faculty members interviewed at both locations visited discussed their participation in the development of measurement and assessment metrics and processes.

**Institutional Staffing and Faculty Support**

What evidence demonstrates that the institution has appropriately qualified and sufficient staff and faculty in place for the location, and that the institution supports and evaluates personnel at off-campus locations? Consider the processes in place for selecting, training, and orienting faculty at the location.
Judgment of reviewer. Check appropriate box: ☒ Adequate ☐ Attention needed

Comments:

Institutional standards and qualifications are established for all positions. The full-time faculty members, location deans of instruction as well as the system dean of instruction review all faculty appointments, both full-time and part-time appointments. Records are maintained at the institutional level for all employees that contain documentation of qualifications.

Student Support

What evidence demonstrates that the institution delivers, supports, and manages necessary student services at the additional locations? Consider, in particular, the level of student access (in person, by computer, by phone, etc.) to academic advising/placement, remedial/tutorial services, and library materials/services. Also, consider the level of access to admissions, registration/student records, financial aid, and job placement services, as well as attention to student concerns.

Judgment of reviewer. Check appropriate box: ☒ Adequate ☐ Attention needed

Comments:

Both visited locations have on-site personnel who provide student services that are integrated with and overseen by centralized capabilities at the institutional level. Student support services are enhanced by online capabilities for many financial aid and registration actions. The Institution provides additional help for at-risk students at leaning support centers located at each location as well as the use of paid student tutors.

Evaluation and Assessment

What evidence demonstrates that the institution measures, documents, and analyzes student academic performance sufficiently to maintain academic quality at the additional locations? How are measures and techniques employed at a location equivalent to those for assessment and evaluation on the main campus? Consider, in particular, the setting of measurable learning objectives, the actual measurement of performance, and the analysis and use of assessment data to maintain/improve quality.

Judgment of reviewer. Check appropriate box: ☒ Adequate ☐ Attention needed

Comments:

The Institution maintains records of its overall performance attributes and for each location. The measurements include completion and retention rates, individual program enrollment demand, and measurement of learning objectives.

Opportunities to improve the capability of the Institution to develop and systematically increase the use of fact-based, objective metrics in an enhanced measurement and assessment process was discussed with senior administrators, faculty members, and the Accreditation Liaison and Compliance Officer. All persons interviewed demonstrated an awareness of the need.

Continuous Improvement
What evidence demonstrates that the institution encourages and ensures continuous quality improvement at its additional locations? Consider in particular the institution’s planning and evaluation processes that ensure regular review and improvement of additional locations and ensure alignment of additional locations with the mission and goals of the institution as a whole.

Judgment of reviewer. Check appropriate box:  ☒ Adequate  ☐ Attention needed

Comments:

The annual budgeting and planning process provides a regular evaluation of program effectiveness and resource requirements as well as a review of the alignment of resources throughout the institution.

Three examples of evidence of effective continuous improvement efforts were observed on both visited campuses—enhanced faculty credential requirements, re-purposing of excess common areas to classrooms, and results from the five-year deferred maintenance remediation plan.

The Institution demonstrates evidence of planning for the effective distribution of general programs at all locations. Specialized, resource intensive programs are distributed throughout the system at specific locations. Surgical technology (Lake Havasu City location) and HVAC and automotive vocational programs (Bullhead City location) are examples of such programs.

Marketing and Recruiting Information

What evidence confirms that the information presented to students in advertising, brochures, and other communications is accurate?

Judgment of reviewer. Check appropriate box:  ☒ Adequate  ☐ Attention needed

Comments:

Overseeing that information presented to students in advertising, brochures, and other communications is accurate is the responsibility of the Executive Vice President. She has a law degree and substantial experience in post-secondary education in student information compliance. The Institution’s web site is reviewed for accuracy and adequacy of information by the Accreditation Liaison and Compliance Officer.
Summary Recommendation

Select one of the following statements. Include, as appropriate, a summary of findings.

☑ Overall, the pattern of this institution’s operations at its additional locations appears to be adequate, and no further review or monitoring by the Higher Learning Commission is necessary.

☐ Overall, the pattern of this institution’s operations at its additional locations needs some attention as defined in this report. The institution can be expected to follow up on these matters without monitoring by the Higher Learning Commission. The next scheduled comprehensive review can serve to document that the matters identified have been addressed. [Identify specific areas needing organizational attention.]

☐ The overall pattern of this institution’s operations at its additional locations is inadequate and requires attention from the Higher Learning Commission. [Identify the specific concerns and provide a recommendation for HLC follow-up monitoring.]

Summary of Findings:

The Institution provides an adequate personnel organization for learning, student services and administration at the visited locations. Location operations are integrated with institutional level personnel for oversight and additional support capabilities. Faculty members are assigned to a specific location. The quantity and qualifications of faculty members at each location appear appropriate for the student population and programs offered at the visited locations.

Both locations operate with facilities that provide space and equipment for academic support and a clean, safe environment. Progress over the last five-years to improve the status and effective utilization of facilities and grounds is evident.

The Institution is aware of opportunities to improve its operational and learning measurement and assessment capabilities and continuous improvement processes. Senior administrators discussed their commitment to improving measurement and assessment capabilities. Peer reviewers on the comprehensive review, scheduled for February 2017, should review evidence of improvements to and greater use of measurement and assessment processes.
Notification Program for Additional Locations Approval Form

Complete this form **only** if an institution has been granted access to the Notification Program for Additional Locations. The Institutional Status and Requirements Report for the institution will indicate whether the institution has access to the Program under “Location Stipulation.”

☐ Yes  ☐ No  The institution has been accredited by HLC for at least 10 consecutive years with no record of any action during that period for sanction or show-cause.

☐ Yes  ☐ No  HLC has not required monitoring of issues related to the quality of instruction or to the oversight of existing additional locations or campuses in the past 10 years.

☐ Yes  ☐ No  The institution has demonstrated success in overseeing at least three locations.

☐ Yes  ☐ No  The institution has no other HLC or other legal restrictions on additional locations and/or programs offered off campus.

☐ Yes  ☐ No  The institution has appropriate systems to ensure quality control of locations that include clearly identified academic controls; regular evaluation by the institution of its locations; a pattern of adequate faculty, facilities, resources and academic/support systems; financial stability; and long-range planning for future expansion.
### Posted Calendars and Committee Hearings

<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Title</th>
<th>Hearing Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>H2054</td>
<td>DEBT LIMITATIONS; NET ASSESSED VALUE</td>
<td>Hearing: House Ways &amp; Means (Monday 02/01/16 at 2:00 PM, House Rm. 3)</td>
</tr>
<tr>
<td>H2104</td>
<td>ASRS; RETENTION OF CREDITED SERVICE</td>
<td>Hearing: House Rules (Monday 02/01/16 at 1:00 PM, House Rm. 4)</td>
</tr>
<tr>
<td>H2157</td>
<td>ASRS; POLITICAL SUBDIVISION ENTITIES</td>
<td>Hearing: House Government &amp; Higher Education (Thursday 02/04/16 at 9:00 AM, House Rm. 1)</td>
</tr>
<tr>
<td>H2159</td>
<td>ASRS; RULEMAKING EXEMPTION</td>
<td>Hearing: House Government &amp; Higher Education (Thursday 02/04/16 at 9:00 AM, House Rm. 1)</td>
</tr>
<tr>
<td>H2190</td>
<td>EDUCATION OMNIBUS</td>
<td>Hearing: House Education (Wednesday 02/03/16 at 2:00 PM, House Rm. 4)</td>
</tr>
<tr>
<td>H2390</td>
<td>VOCATIONAL PROGRAM LICENSE; YOGA EXEMPTION</td>
<td>Hearing: House Government &amp; Higher Education (Thursday 02/04/16 at 9:00 AM, House Rm. 1)</td>
</tr>
<tr>
<td>H2481</td>
<td>SCHOOLS; PRIMARY PROPERTY TAX RATES</td>
<td>Hearing: House Ways &amp; Means (Monday 02/01/16 at 2:00 PM, House Rm. 3)</td>
</tr>
<tr>
<td>H2482</td>
<td>EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN</td>
<td>Hearing: House Ways &amp; Means (Monday 02/01/16 at 2:00 PM, House Rm. 3)</td>
</tr>
<tr>
<td>H2512</td>
<td>PENSION CONTRIBUTIONS; EXPENDITURE LIMIT EXEMPTION</td>
<td>Hearing: House Government &amp; Higher Education (Thursday 02/04/16 at 9:00 AM, House Rm. 1)</td>
</tr>
<tr>
<td>H2544</td>
<td>SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU</td>
<td>Hearing: House Education (Wednesday 02/03/16 at 2:00 PM, House Rm. 4)</td>
</tr>
<tr>
<td>S1038</td>
<td>ASRS; REINSTATEMENT; CONTRIBUTION AMOUNT</td>
<td>Hearing: Senate Rules (Monday 02/01/16 at 1:00 PM, Senate Caucus Rm. 1)</td>
</tr>
<tr>
<td>S1115</td>
<td>CHARTER SCHOOL SPONSORS; COMMUNITY COLLEGES</td>
<td>Hearing: Senate Rules (Monday 02/01/16 at 1:00 PM, Senate Caucus Rm. 1)</td>
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<tr>
<td>S1144</td>
<td>ASRS; CONTRIBUTIONS; ADJUSTMENTS</td>
<td>Hearing: Senate Rules (Monday 02/01/16 at 1:00 PM, Senate Caucus Rm. 1)</td>
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### Priority

**Bill Summaries**

<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Title</th>
<th>Hearing Details</th>
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<tbody>
<tr>
<td>H2072</td>
<td>FIREARMS; UNIVERSITY; COLLEGE; CAMPUS</td>
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The prohibition on entering any public establishment while carrying a deadly weapon does not apply to a faculty member or registered student of a public university, college or community college who is carrying or transporting a firearm on the property if the person possesses a valid concealed weapons permit and is registered with the institution's administration indicating that the person is armed and possesses a valid concealed weapons permit. Public universities, colleges or community colleges are prohibited from adopting or enforcing any policy or rule that restricts or prohibits a faculty member or registered student from carrying or transporting a firearm on the property if the person possesses a valid concealed weapons permit and is registered with the institution's administration.
Community college district boards are required to waive the first two years of tuition and fees for students who reside in Arizona and who maintain a grade point average of at least 2.5 on a 4.0 scale, or the equivalent, for the duration of the two-year waiver period. Conditionally enacted on funding being provided under federal law to reimburse community colleges for at least 75 percent of the cost of the tuition and fee waivers and funding being provided by the state to reimburse community colleges for at least 25 percent of the cost of the tuition and fee waivers.

First sponsor: Rep. Bolding

Repeals statute requiring community college districts to annually report specified information from the preceding fiscal year to the Governor and the Legislature. Eliminates various requirements for lease-purchase agreements entered into by a community college district board. Community college districts are no longer required to submit information on planned projects that will be funded with bond proceeds to the Joint Committee on Capital Review before the issuance of bonds that do not require voter approval. Eliminates the requirement for a community college district or community college that is owned, operated or chartered by a qualifying Indian tribe on its own Indian reservation to biannually submit a report of its workforce development plan activities and expenditures to the Governor and the Legislature.

First sponsor: Rep. Thorpe

Community college districts are prohibited from charging a fee to a nonprofit community group that uses athletic facilities on a community college campus unless the use of the facilities directly results in a significant additional expense to the district. A community college district may require a nonprofit community group to provide proof of insurance and to fully indemnify the district against any liability for loss or damages incurred at the athletic facilities.

First sponsor: Rep. Boyer
Others: Rep. Bolding

H2332: PROPERTY TAX LEVY; COMMUNITY COLLEGES
A community college district with a primary property tax levy approved by the voters may resubmit a proposed amount to be raised by primary property taxes for voter approval at least 20 but not more than 35 years after the date of initial approval of the levy, if the proposed amount is not more than two times the otherwise authorized levy amount for the same year.

First sponsor: Rep. Barton

**H2332: PROPERTY TAX LEVY; COMMUNITY COLLEGES**
1/21 referred to House ways-means, gov-higher ed.

**H2338: EDUCATIONAL INSTITUTIONS; FIREARMS; RIGHTS-OF-WAY**

The governing board of an educational institution is prohibited from adopting or enforcing any policy or rule that prohibits a person from lawfully possessing or carrying in the person's means of transportation a concealed weapon on a public right-of-way.

First sponsor: Rep. Townsend

**S1115: CHARTER SCHOOL SPONSORS; COMMUNITY COLLEGES**

All community college districts or groups of districts are permitted to sponsor charter schools, instead of only districts with enrollment of more than 15,000 full-time equivalent students or a group of districts with combined enrollment of more than 15,000 full-time equivalent students.

First sponsor: Sen. S. Allen

**S1322: COMMUNITY COLLEGES; EXPENDITURE LIMITATION**

Various changes relating to community college expenditure limitations. A community college district board may by a 2/3 vote refer to district voters a permanent change in the base limit used to determine the district expenditure limitation. A permanent change in the base limit may be authorized on the approval of a majority of the voters. Requirements for the resolution requesting the voters to approve the change are specified. For the purpose of calculating the district expenditure limitation, the number of full-time equivalent students must be determined by a specified formula. Monies that community colleges receive from grants or donations of monies from the U.S. or any of its agencies, from persons, corporations, foundations or associations, from royalty or profit-sharing agreements, or from auxiliary fees are not considered local revenues for the purposes of expenditure limitations.

First sponsor: Sen. S. Allen

**S1322: COMMUNITY COLLEGES; EXPENDITURE LIMITATION**
No actions posted for this bill within the requested time frame.
Expenditure Limitation

Bill Summaries

H2126: EXPENDITURE LIMITATIONS; COMMUNITY COLLEGES

Various changes relating to community college expenditure limitations. A community college district board may by a 2/3 vote refer to district voters a permanent change in the base limit used to determine the district expenditure limitation. A permanent change in the base limit may be authorized on the approval of a majority of the voters. Requirements for the resolution requesting the voters to approve the change are specified. Monies that community colleges receive from grants or donations of monies from the U.S. or any of its agencies, from persons, corporations, foundations or associations, from royalty or profit-sharing agreements, or from auxiliary fees are not considered local revenues for the purposes of expenditure limitations.

First sponsor: Rep. Shope
Others: Rep. Olson

H2126 Daily History  Date  Action
EXPENDITURE LIMITATIONS; COMMUNITY COLLEGES  1/13 referred to House gov-higher ed, appro.

H2311: TRIBAL COLLEGES; EXPENDITURES LIMITATION; EXEMPTION

Any monies received by a community college that is owned, operated or chartered by an Indian Tribe on its own Indian Reservation are not subject to the community college district expenditure limitation in the state Constitution.

First sponsor: Rep. Hale

H2311 Daily History  Date  Action
No actions posted for this bill within the requested time frame.

H2512: PENSION CONTRIBUTIONS; EXPENDITURE LIMIT EXEMPTION

An employer contribution to the Public Safety Personnel Retirement System made by a county or municipality in excess of the county's or municipality's required contribution is excluded from the county's or municipality's expenditure limitation established by the state Constitution.

First sponsor: Rep. Coleman

H2512 Daily History  Date  Action
PENSION CONTRIBUTIONS; EXPENDITURE LIMIT EXEMPTION  1/28 House gov-higher ed held.
PENSION CONTRIBUTIONS; EXPENDITURE LIMIT EXEMPTION  1/25 referred to House gov-higher ed.

S1322: COMMUNITY COLLEGES; EXPENDITURE LIMITATION

Various changes relating to community college expenditure limitations. A community college district board may by a 2/3 vote refer to district voters a permanent change in the base limit used to determine the district expenditure limitation. A permanent change in the base limit may be authorized on the approval of a majority of the voters. Requirements for the resolution requesting the voters to approve the change are specified. For the purpose of calculating the district expenditure limitation, the number of full-time equivalent students must be determined by a specified formula. Monies that community colleges receive from grants or donations of monies from the U.S. or any of its agencies, from persons, corporations, foundations or associations, from royalty or
profit-sharing agreements, or from auxiliary fees are not considered local revenues for the purposes of expenditure limitations.

First sponsor: Sen. S. Allen

S1322 Daily History  Date  Action
No actions posted for this bill within the requested time frame.

General Community College

Bill Summaries

H2022: SPECIAL PLATES; REGIONALLY ACCREDITED INSTITUTIONS

The Department of Transportation is required to issue regionally accredited institution of higher education special license plates when the Dept has the technology necessary for issuance. Of the $25 annual fee, $8 is an administrative fee and $17 is a donation to the Regionally Accredited Institution of Higher Education Special Plate Fund, to be allocated to a foundation of a regionally accredited institution of higher education in Arizona with at least one university campus in Arizona that has more than 2,000 students residing on the campus.

First sponsor: Rep. Stevens

H2022 Daily History  Date  Action
SPECIAL PLATES; REGIONALLY ACCREDITED INSTITUTIONS  1/11  referred to House trans-inf.

H2024: SOVEREIGN AUTHORITY; FEDERAL ACTIONS

The state of Arizona and all political subdivisions are prohibited from using any personnel or financial resources to enforce, administer or cooperate with an executive order issued by the President of the U.S., a policy directive issued by an agency of the U.S., or an opinion of the U.S. Supreme Court that is not in pursuance of the U.S. Constitution and that has not been affirmed by a vote of the U.S. Congress and signed into law as prescribed by the U.S. Constitution.

First sponsor: Rep. Finchem

H2024 Daily History  Date  Action
SOVEREIGN AUTHORITY; FEDERAL ACTIONS  1/11  referred to House fed-state.

H2028: TAXES; PAYMENT; CONDEMNED PROPERTY

If a municipality, county, school district, community college district, special taxing district, the state or any agency or instrumentality of the state acquires real or personal property by condemnation, that entity is not required to pay unpaid taxes, penalties and interest in an amount that exceeds the fair market value of the property interest acquired.

First sponsor: Rep. Mitchell

H2028 Daily History  Date  Action
TAXES; PAYMENT; CONDEMNED PROPERTY  1/25  House ways-means held.
TAXES; PAYMENT; CONDEMNED PROPERTY  1/11  referred to House ways-means.

H2077: TECH CORRECTION; PRISONER EDUCATION; BUDGET
Minor change in Title 31 (Prisons and Prisoners) related to prisoner education services budget. Apparent striker bus.

First sponsor: Rep. Townsend

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<tr>
<th>H2077 Daily History</th>
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<td>No actions posted for this bill within the requested time frame.</td>
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**H2115: PUBLIC EMPLOYEES; MISAPPROPRIATION; PENALTY**

If any public officer or employee of a public agency is found to have misappropriated public monies, the public officer or employee is not eligible to receive any severance pay, annuity payments, pension benefits or any other benefit that would otherwise be provided by the public agency. This clause must be included in any employment contract entered into by a public agency after the effective date of this legislation.

First sponsor: Rep. Petersen

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<thead>
<tr>
<th>H2115 Daily History</th>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC EMPLOYEES; MISAPPROPRIATION; PENALTY</td>
<td>1/28</td>
<td>from House gov-higher ed with amend #4031.</td>
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<tr>
<td>PUBLIC EMPLOYEES; MISAPPROPRIATION; PENALTY</td>
<td>1/28</td>
<td>House gov-higher ed amended; report awaited.</td>
</tr>
<tr>
<td>PUBLIC EMPLOYEES; MISAPPROPRIATION; PENALTY</td>
<td>1/19</td>
<td>referred to House gov-higher ed.</td>
</tr>
</tbody>
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**H2190: EDUCATION OMNIBUS**

Various changes relating to education. Repeals statute prescribing the responsibilities of principals. School districts are required to prescribe and enforce policies and procedures defining the duties of principals and teachers, which must authorize teachers to make the decision to promote or retain a student in a grade in common school or to pass or fail a student in a course in high school, subject to review by the school board. School districts are no longer required to prescribe and enforce policies and procedures regarding the smoking of tobacco within school buildings. Eliminates detailed requirements for school district policies on pesticide application, and allows districts to immediately apply pesticide to an identified infestation if reasonable precautions are taken to avoid exposure to employees and students. Repeals statute governing the operation of school district motor vehicle fleets. Eliminates the requirement for each Joint Technical Education District to submit an annual report containing specified information to the Department of Education, and the requirement for the Dept to summarize the data and submit a summary report to the Governor and the Legislature. Also eliminates school district utility budget regulations which expired at the end of the 2008-2009 budget year; due to voter protection, this provision requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

First sponsor: Rep. Boyer
Others: Sen. S. Allen

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<tr>
<th>H2190 Daily History</th>
<th>Date</th>
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<td>EDUCATION OMNIBUS</td>
<td>1/27</td>
<td>House educ held.</td>
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<td>EDUCATION OMNIBUS</td>
<td>1/19</td>
<td>referred to House educ.</td>
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**H2193: REGIONALLY ACCREDITED INSTITUTIONS; SPECIAL PLATES**

The Department of Transportation is required to issue regionally accredited institution of higher education special license plates if a regionally accredited institution of higher education with at least one university campus in Arizona pays $32,000 in start-up costs by December 31, 2016. Of the $25 annual fee, $8 is an administrative fee and $17 is a donation to the Regionally Accredited Institution of Higher Education Special Plate Fund, to be allocated to a foundation of a regionally accredited institution of higher education in Arizona with at least one university campus in Arizona that has more than 2,000
students residing on the campus and that meets other specified requirements.

First sponsor: Rep. Larkin

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<tr>
<th>Bill Number</th>
<th>Date</th>
<th>Action</th>
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<td>H2193</td>
<td>1/25</td>
<td>referred to House trans-inf.</td>
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**H2214: UNIVERSITIES; TUITION CAP; FUNDING**

Any increase in tuition charged to resident undergraduate students at universities under the jurisdiction of the Arizona Board of Regents (ABOR) cannot exceed the change in the GDP price deflator (defined elsewhere in statute) from the second preceding calendar year to the immediately preceding calendar year. The annual appropriation to institutions under the jurisdiction of ABOR cannot be less than 50 percent of the total cost of attendance for resident students who attended the institutions during the previous fiscal year, instead of 85/100ths of one mill on the dollar of the assessed valuation of all taxable property in the state.

First sponsor: Rep. Larkin

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<th>Bill Number</th>
<th>Date</th>
<th>Action</th>
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<td>H2214</td>
<td>1/26</td>
<td>referred to House gov-higher ed, appro.</td>
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**H2278: POSTSECONDARY INSTITUTIONS; SEXUAL CONSENT POLICIES**

Each public and private college, university and community college in Arizona is required to adopt policies to define consent to sexual activity that contain specified provisions.

First sponsor: Rep. Mendez

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<th>Bill Number</th>
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<th>Action</th>
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<td>H2278</td>
<td>1/25</td>
<td>referred to House jud.</td>
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**H2300: FIREARMS; PROHIBITED GOVERNMENTAL ACTIVITIES**

Except as required by a court order, a state agency, political subdivision agency or an employee of a state agency or political subdivision is prohibited from knowingly and willingly participating in any way in the enforcement of any federal act, law, order, rule or regulation issued, enacted or promulgated on or after the effective date of this legislation "regarding" a personal firearm, a firearm accessory or ammunition. Except as required by a court order, a state agency, political subdivision agency or an employee of a state agency or political subdivision is prohibited from using any state assets or monies to engage in any activity that aids a federal agency, agent or corporation providing services to the federal government in the enforcement of any federal act, law, order, rule or regulation issued, enacted or promulgated on or after the effective date of this legislation "regarding" a personal firearm, a firearm accessory or ammunition. The State Treasurer is prohibited from transferring any monies to a political subdivision in the fiscal year after a final judicial determination is made that the political subdivision adopted a rule, ordinance or policy that intentionally violated these prohibitions. Any agent or employee of the state or a political subdivision who knowingly violates these prohibitions is subject to a civil penalty of up to $3,000 for the first violation. A second or subsequent violation is a class 1 (highest) misdemeanor.

First sponsor: Rep. Kern

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<th>Bill Number</th>
<th>Date</th>
<th>Action</th>
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The Arizona Board of Regents (ABOR) is required to establish a five-year pilot program to provide internships to students in science, technology, engineering and mathematics programs. ABOR is authorized to enter into agreements with businesses that wish to provide internships to students who are awarded challenge scholarships under the pilot program. Challenge scholarships may be funded by appropriated monies or by gifts, grants and donations, except that at least 50 percent of the scholarship monies must originate from private sources. Eligibility criteria for scholarship recipients is specified. ABOR is required to submit a final report on the pilot program to the Governor and the Legislature by September 15, 2022. Appropriates $1 million from the general fund in each of FY2016-17 through FY2020-21 to ABOR for the pilot program.

First sponsor: Rep. Meyer

H2321: PILOT PROGRAM; STEM INTERNSHIPS

The list of property classified as class six for property tax purposes is expanded to include real and personal property and improvements that are used as an institution of higher education that offers baccalaureate and/or postbaccalaureate degree programs and that is accredited by a regional or national accreditation agency approved by the U.S. Department of Education.

First sponsor: Rep. Thorpe

H2367: CLASS SIX PROPERTY; HIGHER EDUCATION

The statutory life of the State Board for Private Postsecondary Education is extended eight years to July 1, 2024. Retroactive to July 1, 2016. The exemption from private vocational program licensure for schools or private instruction related to hobbies, academic improvement or recreation is modified so that the instruction is no longer required to be for less than 40 hours and cost less than $1,000 in order to be exempt.

First sponsor: Rep. Ackerley

H2371: POSTSECONDARY EDUCATION BOARD; EXCEPTIONS; CONTINUATION

The list of exemptions from licensure as a private vocational program is expanded to include a yoga teacher training course or program or a yoga instructional course or program.

First sponsor: Rep. Thorpe

H2390: VOCATIONAL PROGRAM LICENSE; YOGA EXEMPTION
H2437: DEPARTMENT OF EDUCATION; TECHNOLOGY; REPORTS

The Department of Education is required to provide reports on the development and implementation of the education learning and accountability system to the State Board of Education on request, instead of quarterly, and the Board is no longer required to approve the reports. Information that must be contained in the reports is modified.

First sponsor: Rep. Stevens

<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Date</th>
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<tr>
<td>H2437</td>
<td>1/27</td>
<td>House educ held.</td>
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<td>H2437</td>
<td>1/25</td>
<td>referred to House educ.</td>
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H2471: TECH CORRECTION; COLLEGE SAVINGS PLAN

Minor change in Title 15 (Education) related to college savings plans.

Apparent striker bus.

First sponsor: Rep. Ackerley

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<td>H2471</td>
<td>No actions posted for this bill within the requested time frame.</td>
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H2479: ABOR; TERMS

The term of each appointive member of the Arizona Board of Regents (ABOR) is reduced to four years, from eight. A person serving as a member of ABOR on the effective date of this legislation may continue to serve until expiration of the person's normal term of office.

First sponsor: Rep. Petersen

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H2481: SCHOOLS; PRIMARY PROPERTY TAX RATES

The school district primary property tax levy is required to be a rate equal to the qualifying tax rate prescribed by statute, or a rate that equals the school district support level subtracted by any amount received for Title 8 funding for children with disabilities per $100 of assessed valuation used for primary property taxes, whichever is less. At the time of levying school district taxes, the county board of supervisors is required to annually validate any additional primary school district tax levy amount requests from each school district and levy an amount determined by a specified calculation.

First sponsor: Rep. Olson

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H2499: TRUTH IN TAXATION; DETAILED NOTICE
Expands the information that must be contained in the notice that a county or municipality is required to publish if the proposed primary property tax levy is greater than the amount levied in the preceding tax year. The notice must include each of three explanations that contribute to the tax increase: one for a county or municipality increasing its primary property tax rate, one for an increase in the net assessed value of centrally valued properties valued by the Department of Revenue, and one for an increase in the net assessed value of locally assessed properties valued by the county assessor.

First sponsor: Rep. Barton

H2499 Daily History Date Action
TRUTH IN TAXATION; DETAILED NOTICE 1/25 referred to House ways-means.

H2535: COMMUNITY COLLEGE BOARDS; TERMS; DURATION

The term of office for members of a community college district governing board is reduced to four years, from six. Session law provides for retention of current board members.

First sponsor: Rep. Shope

H2535 Daily History Date Action
No actions posted for this bill within the requested time frame.

H2547: UNIVERSITIES; IN-STATE TUITION; AMERICORPS

A person who has participated in the Americorps program or the Volunteers in Service to America program for at least one year in Arizona is entitled to classification as an in-state student for tuition purposes.

First sponsor: Rep. Bowers

H2547 Daily History Date Action
UNIVERSITIES; IN-STATE TUITION; AMERICORPS 1/27 referred to House gov-higher ed.

H2548: POSTSECONDARY CAMPUSES; PUBLIC FORUMS; ACTIVITIES

The outdoor areas of campuses of universities and community colleges are traditional public forums. Universities and community colleges are authorized to maintain and enforce reasonable time, place and manner restrictions to further a significant institutional interest only if those restrictions employ clear, published, content and viewpoint-neutral criteria and provide for alternative means of expression. Any person who wishes to engage in noncommercial expressive activity on campus must be allowed to do so freely if the person’s conduct is not unlawful and does not materially and substantially disrupt the functioning of the institution. The Attorney General or a person whose expressive rights were violated may bring an action in a court of competent jurisdiction to enjoin any violation or recover compensatory damages, reasonable court costs and attorney fees. Establishes penalties for violations and statute of limitations.

First sponsor: Rep. Boyer

H2548 Daily History Date Action
No actions posted for this bill within the requested time frame.

S1046: PUBLIC BUILDINGS; ENERGY CONSERVATION
By July 1, 2021, all state agencies, universities, school districts, and community college districts must purchase at least 10 percent of their energy from "green sources" (defined). All existing state buildings that are more than 50,000 square feet must conform to the leadership in energy and environmental design (LEED) existing building standards. All new or leased state buildings must conform to the LEED rating system. The Department of Administration, Department of Transportation, and Arizona Board of Regents must reduce energy use in public buildings they administer by 20 percent per square foot by July 1, 2024, using FY2001-2002 as the baseline year. Establishes the Energy & Water Efficiency Fund for public facilities to be administered by the Arizona Commerce Authority. The Fund will provide loans to finance energy and water efficiency measures for public facilities. By December 31, 2017, school districts and charter schools are required to adopt green cleaning policies and purchase and use environmentally sensitive cleaning products. Also establishes an 11-member Green Public Schools Task Force to recommend a model green cleaning policy for public schools. The Task Force must submit a report to the Governor and the Legislature by November 1, 2017 and self-repeals January 1, 2018.

First sponsor: Sen. Sherwood

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**S1046: PUBLIC BUILDINGS; ENERGY CONSERVATION**

1/11 referred to Senate gov, appro, water-energy.

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**S1064: TECH CORRECTION; COMMUNITY COLLEGES; BENEFITS**

Minor change in Title 15 (Education) related to community colleges. Apparent striker bus.

First sponsor: Sen. Burges

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**S1091: TECH CORRECTION; VOCATIONAL; TECHNICAL EDUCATION**

Minor change in Title 15 (Education) related to vocational and technical education. Apparent striker bus.

First sponsor: Sen. S. Allen

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**S1122: UNIVERSITIES; IN-STATE TUITION; AMERICORPS**

A person who has participated in the Americorps program or the Volunteers in Service to America program for at least one year in Arizona is entitled to classification as an in-state student for tuition purposes.

First sponsor: Sen. Bradley

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**S1215: INCOME TAX; COLLEGE TUITION DEDUCTION**
Beginning with tax year 2017, in computing taxable income a "qualifying taxpayer" (defined as a taxpayer whose Arizona adjusted gross income does not exceed $80,000 for a single individual or head of household, or $160,000 for a married couple filing jointly) may deduct expenses of up to $2,500 paid by the taxpayer during the tax year for tuition to a state university or public community college in this state.

First sponsor: Sen. Bradley

S1215 Daily History
INCOME TAX; COLLEGE TUITION DEDUCTION 1/21 referred to Senate educ, fin.

S1314: COMMUNITY COLLEGES; RESEARCH; DEVELOPMENT

A community college district board is authorized to organize one or more corporations to stimulate the flow of capital into the development of specific products or services that have advanced beyond the theoretical stage and are capable of being reduced to practice on a commercial scale. At least 1/2 of any voting shares of such a corporation must be held by the district board, or a majority of the directors, trustees or members of the corporation must be designated or appointed by the district board. Powers of the corporations organized by a district board are specified. Community college district boards are required to maintain intellectual property policies that allow the licensing, assignment or other transfer of intellectual property owned by the district board to third parties if the transfer is in the best interest of the state and the community college system or otherwise promotes the dissemination of community college research and development for the public benefit.

First sponsor: Sen. S. Allen

S1314 Daily History
COMMUNITY COLLEGES; RESEARCH; DEVELOPMENT 1/27 referred to Senate educ, appro.

S1389: STUDENT, TEACHER DATA COLLECTION; PROHIBITIONS

The parent is the final authority in all matters of the parent's student's education, and written consent of the parent or guardian is required before any data collection. A state or national student assessment cannot be adopted or administered in Arizona that collects specified data. The State Board of Education, the Department of Education and any other state entity is prohibited from spending any monies on a statewide longitudinal data system designed to track students beyond grade 12 or compile personal, nonacademic information beyond what is necessary for specified functions. The Dept and any political subdivision is prohibited from sharing any personally identifiable information of students and teachers with the U.S. Department of Education unless a list of specified conditions occurs.

First sponsor: Sen. Burges

S1389 Daily History
No actions posted for this bill within the requested time frame.

JTEDs

Bill Summaries

H2054: DEBT LIMITATIONS; NET ASSESSED VALUE
The net assessed value of the full cash value is the basis for calculating the local debt limits and unified school district debt limits in the state Constitution, and for calculating the limitations on bonded indebtedness for Joint Technical Education Districts and school districts, instead of the aggregate net assessed value of property within the jurisdiction used for the levy of secondary property taxes.

First sponsor: Rep. Mitchell

H2054 Daily History  Date  Action
DEBT LIMITATIONS; NET ASSESSED VALUE  1/19  referred to House ways-means.

H2057: REPEAL; JTED FUNDING REDUCTIONS

Eliminates the reduction in base support level funding that a school district, charter school or JTED receives for students enrolled in both a school district or charter school and a joint technical education district (JTED) satellite campus program to 92.5 percent of the base support level funding that the school district, charter school or JTED would otherwise receive. The reduction would have become effective in FY2016-17. Retroactive to July 1, 2016.

First sponsor: Rep. Ackerley

H2057 Daily History  Date  Action
No actions posted for this bill within the requested time frame.

H2313: INDIAN TRIBES; JTED EXPENSES

Each month the State Treasurer is required to transmit to each "qualifying Indian Tribe" (defined) five percent of the amount of transaction privilege tax revenues received in the preceding month from all sources located on the Indian Reservation established for the qualifying Indian Tribe. These monies are for the exclusive purpose of supporting a Joint Technical Education District that is formed on a qualifying tribe's own Indian Reservation. Before receiving any monies, the tribe is required to enter into a compact with the state to account for the use of the monies. Requirements for the compact are specified.

First sponsor: Rep. Hale

H2313 Daily History  Date  Action
No actions posted for this bill within the requested time frame.

H2454: JTEDS; FUNDING; NINTH GRADERS

Students in 9th grade who are enrolled in courses offered by a Joint Technical Education District (JTED) or career and technical education courses may be included in a joint district's student count and average daily membership, and may be funded in whole or in part with monies provided by a JTED.

First sponsor: Rep. Otondo

H2454 Daily History  Date  Action
No actions posted for this bill within the requested time frame.
H2508: JTED FUNDING REDUCTIONS; REPEAL

Eliminates the reduction in base support level funding that a school district, charter school or JTED receives for students enrolled in both a school district or charter school and a joint technical education district (JTED) satellite campus program to 92.5 percent of the base support level funding that the school district, charter school or JTED would otherwise receive. The reduction would have become effective in FY2016-17.

Emergency clause.

First sponsor: Rep. Fann

S1130: JTEDS; FUNDING REDUCTION; REPEAL

Eliminates the reduction in base support level funding that a school district, charter school or JTED receives for students enrolled in both a school district or charter school and a joint technical education district (JTED) satellite campus program to 92.5 percent of the base support level funding that the school district, charter school or JTED would otherwise receive. The reduction would have become effective in FY2016-17.

Emergency clause.

First sponsor: Sen. Yee

S1170: JTEDS; BASE SUPPORT; NINTH GRADERS

Eliminates the reduction in base support level funding that a school district, charter school or JTED receives for students enrolled in both a school district or charter school and a joint technical education district (JTED) satellite campus program to 92.5 percent of the base support level funding that the school district, charter school or JTED would otherwise receive, retroactive to July 1, 2016. The reduction would have become effective in FY2016-17. Students in 9th grade who are enrolled in courses offered by a Joint Technical Education District (JTED) or career and technical education courses may be included in a joint district's student count and average daily membership, and may be funded in whole or in part with monies provided by a JTED. Emergency clause.

First sponsor: Sen. Farley

S1258: JTED FUNDING REDUCTIONS; REPEAL

No actions posted for this bill within the requested time frame.
Eliminates the reduction in base support level funding that a school district, charter school or JTED receives for students enrolled in both a school district or charter school and a joint technical education district (JTED) satellite campus program to 92.5 percent of the base support level funding that the school district, charter school or JTED would otherwise receive. The reduction would have become effective in FY2016-17. Emergency clause.

First sponsor: Sen. Shooter

K 12

Bill Summaries

H2003: COUNTY SCHOOL SUPERINTENDENT; COLLEGE DEGREE

A person is eligible for election as county school superintendent if the person holds a baccalaureate degree in any subject or an associate degree in business, finance or accounting, instead of if the person holds a basic or standard certificate to teach in Arizona schools.

First sponsor: Rep. Finchem

H2003 Daily History
Date Action
COUNTY SCHOOL SUPERINTENDENT; COLLEGE DEGREE 1/19 referred to House educ.

H2044: SCHOOLS; PERSONALLY IDENTIFIABLE INFORMATION; PROHIBITION

A school district or charter school is prohibited from distributing personally identifiable information that it collects about a student, including "noncognitive data" (defined), beyond the school district or charter school. Does not prohibit the distribution of aggregated "cognitive data and assessments" (defined) to a governmental entity. School district governing boards are required to adopt procedures concerning the administration of surveys to students, which must include specified provisions, including that a survey cannot be administered to a student unless the parent provides written permission.

Parents are authorized to commence a civil action for damages in superior court against any person or entity who is alleged to be in violation of the survey requirements. In such an action, the plaintiff has the burden of proof, and the court may award costs of litigation to any party if the court determines it is appropriate.

First sponsor: Rep. Finchem

H2044 Daily History
Date Action
SCHOOLS; PERSONALLY IDENTIFIABLE INFORMATION; PROHIBITION 1/11 referred to House educ.

H2056: STATEWIDE ASSESSMENTS; PARENTAL OPT-OUT
A parent, on behalf of that parent’s child, may opt out of the statewide assessments prescribed by statute. The State Board of Education is required to make available a form for parents to sign and submit to the school in order to opt their children out. If a parent opts out of the assessments, the lack of results for that child cannot be factored into the school or district achievement profile classification or the information contained on the school report card. For students who have opted out, the school district or charter school must use an alternative to determine whether a 3rd grade student’s reading ability is sufficient to promote the student from the 3rd grade and to determine whether the student has satisfied that portion of the high school graduation requirements. Does not apply to the civics portion of the naturalization test required for high school graduation.

First sponsor: Rep. Ackerley

H2056 Daily History  Date  Action
STATEWIDE ASSESSMENTS; PARENTAL OPT-OUT 1/20  House educ held.

H2058: STATE BOARD OF EDUCATION; MEMBERS

Adds one person who is an owner or administrator of a charter school and one lay member to the State Board of Education.

First sponsor: Rep. Townsend

H2058 Daily History  Date  Action
STATE BOARD OF EDUCATION; MEMBERS 1/28  passed House 67-0; ready for Senate.
STATE BOARD OF EDUCATION; MEMBERS 1/26  from House rules okay.
STATE BOARD OF EDUCATION; MEMBERS 1/25  to House consent calendar.
STATE BOARD OF EDUCATION; MEMBERS 1/21  from House educ do pass.
STATE BOARD OF EDUCATION; MEMBERS 1/12  referred to House educ.

H2207: APPROVED ONLINE COURSES; MASTER LIST

The Department of Education is required to review all online course content for adherence to state standards. By December 15, 2016, the State Board of Education is required to adopt and maintain a master rubric that the Dept will use to approve online courses. In school years 2017-18 and 2018-19, the Dept is required to limit the approved category of online courses to core academic courses and courses that award potential college credits. Beginning in school year 2019-20, the Dept may expand the approved category of online courses to include elective courses. The Dept is required to maintain a master list of approved online courses on its website. The Board is authorized to charge a fee to online course providers that apply for inclusion on the master list. Students wishing to enroll in an online course are required to select a course from the master list, and to notify the school district where s/he is enrolled by March 15. The funding for an online course must be distributed to the school district where the student is enrolled, and the district must distribute 50 percent of the funding to the online course provider when the student completes the course with a grade of C minus or better and the other 50 percent when the student has "demonstrated mastery" (defined) of the subject matter through an assessment approved by the Dept.

First sponsor: Rep. Meyer

H2207 Daily History  Date  Action
APPROVED ONLINE COURSES; MASTER LIST 1/21  referred to House educ.

H2293: SCHOOLS; CORRECTION OF BUDGET ERRORS
Statute regulating the correction of state aid or budget limit errors for school districts and charter schools applies to errors determined during the current year, instead of within the previous three years. Effective July 1, 2019.

First sponsor: Rep. Boyer

H2293 Daily History
SCHOOLS; CORRECTION OF BUDGET ERRORS 1/21 referred to House educ.

H2482: EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN

Beginning in the 2016-17 school year, any child who attends a public school in kindergarten through 5th grade is eligible for an Arizona empowerment scholarship account. Beginning in the 2017-18 school year, any child who attends a public school in kindergarten through 8th grade is eligible for an Arizona empowerment scholarship account. Beginning in the 2018-19 school year, any child who attends a public school in kindergarten through 12th grade is eligible for an Arizona empowerment scholarship account.

First sponsor: Rep. Olson

H2482 Daily History
EMPOWERMENT SCHOLARSHIPS; EXPANSION; PHASE-IN 1/25 referred to House ways-means.

H2542: SCHOOLS; INSTRUCTIONAL MATERIALS; REVIEW

Public schools are required to post a list of specified information on "instructional materials" (defined) on the website of the school district, school or charter school, listed by grade level and subject area. For all paper-based instructional materials that are not available digitally or cannot be posted due to copyright protections, the school district or charter school is required to provide at least five copies of the materials without charge to each public library and branch library located within the school district's geographic boundary or nearest to the charter school.

First sponsor: Rep. Finchem

H2542 Daily History
SCHOOLS; INSTRUCTIONAL MATERIALS; REVIEW 1/27 referred to House educ.

H2544: SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU

The State Board of Education is required to adopt a menu of statewide achievement assessments to measure student achievement of the state academic standards. Beginning in the 2017-18 school year, each "local education agency" is authorized to select from that menu the assessment that will be administered to the students in that local education agency. Each assessment adopted by the Board must be a high quality assessment. The provider of a statewide achievement assessment that is proposed to be on the menu is required to provide and demonstrate a list of specified information before the assessment's adoption by the Board.

First sponsor: Rep. Boyer
Others: Sen. S. Allen

H2544 Daily History
SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU 1/27 referred to House educ.

H2551: SCHOOLS; BONDS; OVERRIDEs; FUNDING SOURCES
The information that must be contained in the report on proposed school district budget increases or school bonds (which is mailed to the households in which qualified electors reside within the school district) is expanded to include a statement with the total dollar amount per pupil in revenues that the district received from all funding sources (federal, state and local) for all capital and noncapital expenditures for the most recent available fiscal year.

First sponsor: Rep. Lawrence

**H2551 Daily History**

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**HCR2002: SUPERINTENDENT OF PUBLIC INSTRUCTION; APPOINTMENT**

The 2016 general election ballot is to carry the question of whether to amend the state Constitution to remove the Superintendent of Public Instruction from the list of elected executive officers and instead require the Governor to appoint the Superintendent of Public Instruction with the advice and consent of the Senate.

First sponsor: Rep. Friese

**HCR2002 Daily History**

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**HCR2037: EARLY CHILDHOOD LITERACY; SCHOOL MONIES**

The 2016 general election ballot is to carry the question of whether to amend state statute to transfer monies from the Early Childhood Development and Health Fund to the Department of Education to be distributed to school districts and charter schools to provide early childhood literacy programs for children under seven years of age. Each school district and charter school is eligible to receive $1,162 per student enrolled in 3rd grade if sufficient monies are deposited in the Fund, or a pro rata reduced per pupil amount. Beginning in FY2020-21, the Dept is required to reduce the monies transferred to a school district or charter school by a percentage of the amount that would otherwise be due that is equal to the percentage of 3rd grade students who are not promoted to 4th grade due to reading below grade level. Also, if at the end of a fiscal year unexpended and unencumbered monies remain in the Fund, the first $5 million is transferred to the Internet Crimes Against Children Enforcement Fund.

First sponsor: Rep. Borrelli

**HCR2037 Daily History**

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**S1051: SCHOOLS; TRANSFER STUDENTS; COMPETENCY REQUIREMENTS**

If a student transfers into a school district or charter school and subsequently does not meet the competency requirements for the promotion of students from the 3rd or 8th grade or for graduation from high school, the school, school district or charter school into which the student transferred is not required to report or count that student's failure to be promoted unless the student continues to not meet the competency requirements for one year after the original failure.

First sponsor: Rep. Andrade
S1055: SCHOOLS; COMPUTER CODING INSTRUCTION

Each school district and charter school must require all students in grades 4 through 12 to participate in at least one hour of interactive computer instruction designed to expose students to reading, understanding and writing computer code that is offered by a nationally recognized nonprofit organization devoted to expanding access to computer science. A school district or charter school may exempt a child with a disability in specified circumstances. A school district or charter school may apply to the Superintendent of Public Instruction for a full or partial waiver of this requirement if computer infrastructure is insufficient to comply.

First sponsor: Sen. Kavanagh

S1125: SCHOOLS; DESEGREGATION FUNDING; PHASE-DOWN

Beginning in FY2017-18, a school district governing board that budgets for desegregation expenses outside the revenue control limit and that has an existing or previous administrative agreement with the U.S. Department of Education directed toward remediating racial discrimination is required to ensure that the desegregation expenses are annually reduced for 5 consecutive FYs by at least 15 percent of the amount levied in FY2009-10 to provide funding for desegregation expenses, and is prohibited from budgeting for desegregation expenses outside the revenue control limit after FY2021-22. Beginning in FY2017-18, a school district governing board that budgets for desegregation expenses outside the revenue control limit and that was subject to a previous court order of desegregation is required to ensure that the desegregation expenses are annually reduced for 10 consecutive FYs by at least 7 percent of the amount levied in FY2009-10 to provide funding for desegregation expenses, and is prohibited from budgeting for desegregation expenses outside the revenue control limit after FY2026-27. Beginning in the FY following a federal court declaring the school district to be in unitary status, a school district governing board that budgets for desegregation expenses outside the revenue control limit and that was subject to a previous court order of desegregation is required to ensure that the desegregation expenses are annually reduced for 10 consecutive FYs by at least 7 percent of the amount levied in FY2009-10 to provide funding for desegregation expenses, and is prohibited from budgeting for desegregation expenses outside the revenue control limit after 10 FYs following the court declaration.

First sponsor: Sen. Lesko

S1134: SCHOOLS; COMPULSORY ATTENDANCE AGE; INCREASE

School attendance is mandatory for children if they are between 6 and 18 years of age (formerly, between 6 and 16) unless the child has obtain a high school diploma or G.E.D. or has graduated from a home school program.

First sponsor: Sen. McGuire

S1208: TEACHER CERTIFICATION; RECIPROCITY
State Board of Education rules providing for teacher certification reciprocity must require that the applicant with certification from another state be in good standing with that other state. An applicant with a valid teacher certification from another state who is in good standing with that other state is not required to take a proficiency examination. An applicant who meets the reciprocity requirements specified in statute must be issued a standard teaching certificate without any other requirements from the Board or the Department of Education.

First sponsor: Sen. S. Allen

S1208 Daily History Date Action
TEACHER CERTIFICATION; RECIPROCITY 1/21 referred to Senate educ.

S1245: APPROP; INFO TECH; EDUCATION; CERTIFICATION

Appropriates $1 million from the general fund each FY to the Department of Education to establish a Statewide Information Technology Education and Certification Program in school districts and charter schools providing instruction in grades K-12. The Dept is required to contract with at least one vendor for the Program. Beginning October 15, 2017, and by October 15 of each year thereafter, the Dept is required to report specified information on the Program to the Governor and the Legislature. The Program terminates on July 1, 2026.

First sponsor: Sen. S. Allen

S1245 Daily History Date Action
APPROP; INFO TECH; EDUCATION; CERTIFICATION 1/26 referred to Senate educ, appro.

S1313: TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION

A school district or charter school that has received a letter grade of A or B for each of the immediately preceding three years is authorized to apply to the State Board of Education for authority to approve the alternative certification of teachers. The Board is required to adopt rules to provide for the alternative certification of teachers by school districts and charter schools, and requirements that must be included in the rules are specified.

First sponsor: Sen. S. Allen

S1313 Daily History Date Action
TEACHERS; ALTERNATIVE CERTIFICATION APPLICATION 1/27 referred to Senate educ.

S1319: APPROPRIATION; SCHOOL SOLUTIONS TEAMS

Appropriates $3 million from the general fund in FY2016-17 to the Assistance for Education Fund to fund solutions teams assigned to schools that received a letter grade of D or below.

First sponsor: Sen. Farley

S1319 Daily History Date Action
APPROPRIATION; SCHOOL SOLUTIONS TEAMS 1/27 referred to Senate appro.

S1321: SCHOOLS; STATEWIDE ACHIEVEMENT ASSESSMENTS; MENU
The State Board of Education is required to adopt a menu of statewide achievement assessments to measure student achievement of the state academic standards. Beginning in the 2017-18 school year, each "local education agency" is authorized to select from that menu the assessment that will be administered to the students in that local education agency. Each assessment adopted by the Board must be a high quality assessment. The provider of a statewide achievement assessment that is proposed to be on the menu is required to provide and demonstrate a list of specified information before the assessment's adoption by the Board.

First sponsor: Sen. S. Allen

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**S1329: APPROP; K-3 READING INTERVENTION**

Appropriates $40 million from the general fund in FY2016-17 to the Department of Education for distribution to school districts and charter schools for K-3 reading intervention.

First sponsor: Sen. Pancrazi

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**S1376: SCHOOL DISTRICTS; CONSOLIDATION; LETTER GRADES**

The list of permitted school district consolidations is expanded to include to change the boundaries of a school district that has received a letter grade of A or B to include another school district.

First sponsor: Sen. Smith

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**Pensions**

**Bill Summaries**

**H2104: ASRS; RETENTION OF CREDITED SERVICE**

An employee who is employed with an Arizona State Retirement System (ASRS) employer in a position that was exempt from ASRS membership because the position was not included in agreements providing for the employee's coverage under the federal old-age and survivors insurance system but on whose behalf the employer has remitted ASRS contributions will retain credited service for the period of employment for which the employer remitted ASRS contributions on the employee's behalf. Emergency clause.

First sponsor: Rep. Lovas

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**H2157: ASRS; POLITICAL SUBDIVISION ENTITIES**
Employees of "political subdivision entities" (defined in statute) who are hired on or after the effective date of this legislation are excluded from membership in the Arizona State Retirement System.

First sponsor: Rep. Ugenti-Rita

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<td>1/25</td>
<td>referred to House gov-higher ed.</td>
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**H2159: ASRS; RULEMAKING EXEMPTION**

The Arizona State Retirement System (ASRS) and the ASRS Board are not subject to the Administrative Procedures Act, except for the uniform administrative hearing procedures, for actuarial assumptions and calculations, investment strategy and decisions, and accounting methodology. Retroactive to January 1, 1987. Contains a purpose statement.

First sponsor: Rep. Thorpe

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<td>1/26</td>
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**H2160: ASRS; ELIGIBLE ROLLOVERS**

The list of contributions for the payment of credited service purchases that the Arizona State Retirement System Board is permitted to accept is modified to include "direct transfers from" an individual retirement account or individual retirement annuity of an amount that would otherwise be eligible to be rolled over to ASRS, instead of a "rollover contribution of that portion of a distribution" from those types of accounts.

First sponsor: Rep. Thorpe

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<td>1/28</td>
<td>from House gov-higher ed do pass.</td>
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<td>1/28</td>
<td>House gov-higher ed do pass; report awaited.</td>
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<td>1/21</td>
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**H2473: TECH CORRECTION; COMMUNITY COLLEGES; BENEFITS**

Minor change in Title 15 (Education) related to community colleges. Apparent striker bus.

First sponsor: Rep. Ackerley

<table>
<thead>
<tr>
<th>H2473 Daily History</th>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>No actions posted for this bill within the requested time frame.</td>
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</tbody>
</table>

**S1037: ASRS; BOARD DELEGATION; BENEFIT DETERMINATIONS**

The Arizona State Retirement System Board is permitted to delegate the duty and authority to act on the Board's behalf to a Committee of the Board for the purposes of determining the rights, benefits or obligations of any person and for related administrative hearings.

First sponsor: Sen. Lesko

<table>
<thead>
<tr>
<th>S1037 Daily History</th>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
</table>
S1038: ASRS; REINSTATEMENT; CONTRIBUTION AMOUNT

A member of the Arizona State Retirement System who is reemployed by an ASRS employer is permitted to redeposit the amount of the contributions that the ASRS paid, instead of that the member received, at the time of the member's separation from service, with interest.

First sponsor: Sen. Lesko

S1144: ASRS; CONTRIBUTIONS; ADJUSTMENTS

If more than the correct amount of employer or member contributions is paid into the Arizona State Retirement System through a mistake of law, ASRS is required to return those contributions to the employer upon request through an employer credit. If less than the correct amount of employer or member contributions is paid into ASRS by an employer, members who are inactive, retired or on long-term disability must make required payments using after-tax income and a personal check, cashier's check or money order.

First sponsor: Sen. Lesko
Summary

December 2015 General Fund collections of $844.0 million were (4.8)% below the prior year, and were $2.1 million above the enacted budget forecast. The decline in revenues during the month was driven by a (45.8)% drop in Corporate Income Tax collections.

The large decline in the tax category is an indication that the state may finally be experiencing the revenue loss from the corporate tax reductions that began to be phased in on January 1, 2014 (Tax Year 2014).

As noted in prior versions of the Monthly Fiscal Highlights, while TY 2014 Corporate returns would typically be filed in April 2015 (FY 2015), it was assumed that most large Corporate filers would receive 6-month extensions and file returns during October 2015. These returns were then processed by DOR and it appears the state is now realizing a portion of the revenue loss from the tax reductions. Evidence of this processing can be seen in the large increase in Corporate Income Tax refunds during December, as refunds increased from $19.4 million in December 2014 to $50.0 million in December 2015.

The states core revenue categories – Sales Tax and withholding – had minimal growth during the month. Sales tax collections increased by 1.1% during December, and withholding actually declined by (1.1)% for the month.

Year-to-date, base General Fund revenues are 2.9% above the prior year, and are $210.4 million above forecast. Excluding the one-time tax amnesty, year-to-date revenues are $178.4 million above forecast.

In comparison to revenue collections of $844.0 million, December 2015 spending was $599.0 million, which is a decrease of $(22.6) million from the prior year.

Fiscal year-to-date, General Fund revenues of $4.50 billion have been offset by $5.76 billion of expenditures.

The state’s fiscal health can also be measured by the operating fund balance. The state pays its bills out of the operating fund balance, which consists of the General Fund and certain dedicated funds. The operating balance as of mid-January 2015 is $2.0 billion. In addition, the state’s Budget Stabilization Fund has a balance of $459.4 million.

JLBC Baseline Summary

On January 15, the JLBC released its FY 2017 Baseline budget. The Baseline reflects a consensus economic forecast and statutory funding formula requirements. In summary:

- Given forecasted FY 2016 General Fund revenues of $9.74 billion and spending of $9.24 billion, the budget has a projected FY 2016 cash balance of $499 million.
- For FY 2017, with General Fund revenues of $10.0 billion and spending of $9.37 billion, the budget has a projected FY 2017 cash balance of $625 million.
- While the state is projected to have a significant cash balance for FY 2017, the structural balance is only estimated to be $26 million.
- The ending balance projections exclude the state’s Budget Stabilization Fund reserve of $460 million.

In addition, the JLBC Staff has also published a comparison of the Baseline with the Executive Budget.

Table of Contents

Summary
- JLBC Baseline Summary.............................. 1
- December Revenues.................................. 2
- Monthly Indicators................................... 4
Summary of Recent Agency Reports
- Attorney General – Legal Settlements............ 7
- DCS – Foster Care Medicaid Report............. 7
- DCS – Semi-Annual Progress Report............ 8
- DCS – Performance Benchmarks............... 8
- Comm. Colleges – Revised Annual Report.... 9
- ACJC – Report on State Aid Funds............... 10
- ADE – Current Year Funding Report .......... 10
- ADE – K-12 Aggregate Expenditure Limit...... 10
- ADE – Override Report............................. 10
- JLBC Staff – Public Programs Eligibility..... 10
- Ombudsman – Annual Report................... 11
- SFB – Class B Bonding Report................ 11
- SOS – Election Systems Improvement Fund.. 11
- ABOR – Universities Financial Aid............ 11
- December Spending.................................. 12
- Tracking Arizona’s Recovery..................... Appendix A
December Revenues

Sales Tax: collections of $348.3 million were 1.1% above December of last year but (1.3)% below forecast for the month. Year to date, sales tax collections are up by 3.1% compared to last year and $3.2 million above forecast.

Table 2 below includes the major categories of the state’s sales tax, which together account for approximately 90% of total collections.

None of the major TPT categories performed well in December. The retail sales tax increased by 4.7% in December, the weakest year-over-year growth since January 2015. Prime contracting experienced another month of double-digit decline in December, with collections decreasing by (19.7)% year over year.

As has been discussed in prior months, the retail growth and contracting decline appears to be related to “TPT Simplification” legislation enacted in 2013. Beginning in 2015, the tax base for building materials changed from contracting to retail.

Individual Income Tax: net revenues were $420.8 million in December, which were $(0.5) million less than the prior year and $12.1 million above forecast for the month. Year to date, revenue has grown 5.4% over the prior year to a level that is $147.3 million above forecast.

As indicated in Table 3, withholding decreased by (1.1)% for the month and was $(5.4) million below the forecast. The weak month was likely the result of having 1 less processing day compared to December of 2014. Year-to-date withholding collections are 2.8% above FY 2015 and $53.2 million above the forecast.

December estimated and final payments of $117.2 million were 41.0% above last year and $44.1 million above the forecast. Year-to-date, payments are $105.0 million above the budget forecast. Strong payment and weak withholding collections year-to-date continues the pattern of collections seen in FY 2015.

December Individual Income Tax refunds totaled $(30.2) million – this compares to $(0.8) million in December 2014 and a forecasted amount of $(3.5) million. Of the monthly total, $(23.5) million represents an adjustment for underreporting of refunds during the prior 4 months. Year-to-date, refunds have led to a $(10.9) million loss compared to the enacted forecast.

Table 3

<table>
<thead>
<tr>
<th>Compared to Prior Year</th>
<th>December</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Withholding</td>
<td>(1.1)%</td>
<td>2.8%</td>
</tr>
<tr>
<td>Estimated/Final Payments</td>
<td>41.0%</td>
<td>22.7%</td>
</tr>
<tr>
<td>Refunds</td>
<td>N/A%</td>
<td>11.1%</td>
</tr>
</tbody>
</table>

Corporate Income Tax: net collections were $67.8 million in December, which was $(45.8) million less than the prior year. Collections for the month were $(30.1) million below the forecast. The weak month is thought to result from delayed use of tax reductions that first became available in tax year 2014. Year to date, collections are $35.3 million above forecast.

Insurance Premium Tax: collections of $19.1 million in December were $(7.5) million above the prior year and $(6.0) million above the forecast. Year-to-date, collections are $(10.0) million above forecast.

Tax Amnesty: Pursuant to Laws 2015, Chapter 10, the Department of Revenue operated a Tax Amnesty program between September 1 and October 31. During that period, taxpayers who owed money to DOR could avoid all penalties and interest by voluntarily reporting and paying the back taxes. In total, $47.0 million was collected from the program, which was $32.0 million more than budgeted. Table 4 below shows the portion of collections in each category from amnesty. In Table 5, amnesty collections are reported with the regular collections for each category.

Table 4

<table>
<thead>
<tr>
<th>Tax Amnesty Collections By Category</th>
<th>$ in M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>15.1</td>
</tr>
<tr>
<td>Individual Income Tax</td>
<td>11.0</td>
</tr>
<tr>
<td>Corporate Income Tax</td>
<td>20.9</td>
</tr>
<tr>
<td>Total</td>
<td>47.0</td>
</tr>
</tbody>
</table>

Due to the implementation of a new accounting system, DOR has made technical adjustments to prior month collection figures. For December, DOR has deducted $(0.5) million from prior General Fund revenue collections, and the adjustment has been included in the reported year-to-date results.
### General Fund Revenue: Change from Previous Year and Budget Forecast
#### December 2015

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>December 2014</th>
<th>Change From</th>
<th>Budget Forecast</th>
<th>Change From</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales and Use</td>
<td>$348,345,894</td>
<td>$3,900,941</td>
<td>1.1%</td>
<td>($4,668,434)</td>
<td>(1.3%)</td>
</tr>
<tr>
<td>Income - Individual</td>
<td>420,765,658</td>
<td>(494,200)</td>
<td>(0.1%)</td>
<td>12,091,804</td>
<td>3.0%</td>
</tr>
<tr>
<td>- Corporate</td>
<td>67,786,467</td>
<td>(57,214,078)</td>
<td>(45.8%)</td>
<td>(30,075,332)</td>
<td>(30.7%)</td>
</tr>
<tr>
<td>Property</td>
<td>7,720,506</td>
<td>(4,902,826)</td>
<td>(38.8%)</td>
<td>2,067,096</td>
<td>36.6%</td>
</tr>
<tr>
<td>Luxury - Tobacco</td>
<td>1,769,671</td>
<td>(185,269)</td>
<td>(9.5%)</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>- Liquor</td>
<td>3,049,645</td>
<td>77,192</td>
<td>2.6%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Insurance Premium</td>
<td>19,119,526</td>
<td>7,469,486</td>
<td>64.1%</td>
<td>5,983,732</td>
<td>45.6%</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>320,593</td>
<td>(61,332)</td>
<td>(16.1%)</td>
<td>(31,307)</td>
<td>(8.9%)</td>
</tr>
<tr>
<td><strong>Sub-Total Taxes</strong></td>
<td>$868,877,959</td>
<td>($51,410,086)</td>
<td>(5.6%)</td>
<td>($14,632,441)</td>
<td>(1.7%)</td>
</tr>
<tr>
<td><strong>Other Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lottery</td>
<td>0</td>
<td>(4,662,000)</td>
<td>(100.0%)</td>
<td>0</td>
<td>--</td>
</tr>
<tr>
<td>License, Fees and Permits</td>
<td>3,055,874</td>
<td>(225,762)</td>
<td>(6.9%)</td>
<td>249,790</td>
<td>8.9%</td>
</tr>
<tr>
<td>Interest</td>
<td>597</td>
<td>(3,799)</td>
<td>(66.4%)</td>
<td>(3,799)</td>
<td>(66.4%)</td>
</tr>
<tr>
<td>Sales and Services</td>
<td>4,086,049</td>
<td>2,689,879</td>
<td>192.7%</td>
<td>2,753,272</td>
<td>206.6%</td>
</tr>
<tr>
<td>Other Miscellaneous</td>
<td>11,943,416</td>
<td>9,175,547</td>
<td>331.5%</td>
<td>10,170,861</td>
<td>573.8%</td>
</tr>
<tr>
<td>Disproportionate Share</td>
<td>0</td>
<td>0</td>
<td>--</td>
<td>0</td>
<td>--</td>
</tr>
<tr>
<td>Transfers and Reimbursements</td>
<td>6,550,751</td>
<td>1,632,079</td>
<td>332%</td>
<td>3,550,751</td>
<td>118.4%</td>
</tr>
<tr>
<td><strong>Sub-Total Other Revenue</strong></td>
<td>$25,636,687</td>
<td>$8,605,944</td>
<td>50.5%</td>
<td>$16,720,876</td>
<td>187.5%</td>
</tr>
<tr>
<td><strong>TOTAL BASE REVENUE</strong></td>
<td>$894,514,646</td>
<td>($42,804,142)</td>
<td>(4.6%)</td>
<td>$2,088,435</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>Other Adjustments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urban Revenue Sharing</td>
<td>(50,469,528)</td>
<td>275,114</td>
<td>--</td>
<td>(3)</td>
<td>0.0%</td>
</tr>
<tr>
<td>One-Time Transfers</td>
<td>0</td>
<td>0</td>
<td>--</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Sub-Total Other Adjustments</strong></td>
<td>(50,469,528)</td>
<td>275,114</td>
<td>--</td>
<td>(3)</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND REVENUE</strong></td>
<td>$844,045,118</td>
<td>($42,529,028)</td>
<td>(4.8%)</td>
<td>$2,088,432</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>Non-General Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway User Revenue Fund</td>
<td>$111,964,767</td>
<td>$6,114,385</td>
<td>5.8%</td>
<td>$4,530,459</td>
<td>4.2%</td>
</tr>
</tbody>
</table>

**Change from December 2014 to Budget Forecast:**
- **Taxes:**
  - Actual: $348,345,894, Change: 1.1%, Budget Forecast: ($4,668,434), Percent: (1.3%)
  - Other Revenue:
    - Lottery: 0, Change: (100.0%), Budget Forecast: 12,931,475, Percent: (15.6%)
    - License, Fees and Permits: 3,055,874, Change: (6.9%), Budget Forecast: 15,223,874, Percent: (2.0%)
    - Interest: 597, Change: (66.4%), Budget Forecast: 10,098, Percent: (41.7%)
    - Sales and Services: 4,086,049, Change: 192.7%, Budget Forecast: 8,668,341, Percent: (2.4%)
    - Other Miscellaneous: 11,943,416, Change: 331.5%, Budget Forecast: 20,929,175, Percent: 52.3%
    - Disproportionate Share: 0, Change: --, Budget Forecast: 0, Percent: --
    - Transfers and Reimbursements: 6,550,751, Change: 332%, Budget Forecast: 14,013,176, Percent: 118.4%
- **Other Adjustments:**
  - Urban Revenue Sharing: (50,469,528), Change: --, Budget Forecast: (302,817,167), Percent: --
  - One-Time Transfers: 0, Change: --, Budget Forecast: 58,382,000, Percent: 4.5%
- **Sub-Total Other Adjustments:** (50,469,528), Change: --, Budget Forecast: (244,435,167), Percent: --
- **TOTAL GENERAL FUND REVENUE:** $844,045,118, Change: (4.8%), Budget Forecast: $2,088,432, Percent: 0.2%

**FY 2016 YTD (Six Months):**
- **Taxes:**
  - Actual: $868,877,959, Change: (5.6%), Budget Forecast: ($14,632,441), Percent: (1.7%)
  - Other Revenue:
    - Lottery: 0, Change: --, Budget Forecast: 12,931,475, Percent: (15.6%)
    - License, Fees and Permits: 3,055,874, Change: (6.9%), Budget Forecast: 15,223,874, Percent: (2.0%)
    - Interest: 597, Change: (66.4%), Budget Forecast: 10,098, Percent: (41.7%)
    - Sales and Services: 4,086,049, Change: 192.7%, Budget Forecast: 8,668,341, Percent: (2.4%)
    - Other Miscellaneous: 11,943,416, Change: 331.5%, Budget Forecast: 20,929,175, Percent: 52.3%
    - Disproportionate Share: 0, Change: --, Budget Forecast: 0, Percent: --
    - Transfers and Reimbursements: 6,550,751, Change: 332%, Budget Forecast: 14,013,176, Percent: 118.4%
- **Other Adjustments:**
  - Urban Revenue Sharing: (50,469,528), Change: --, Budget Forecast: (302,817,167), Percent: --
  - One-Time Transfers: 0, Change: --, Budget Forecast: 58,382,000, Percent: 4.5%
- **Sub-Total Other Adjustments:** (50,469,528), Change: --, Budget Forecast: (244,435,167), Percent: --
- **TOTAL GENERAL FUND REVENUE:** $844,045,118, Change: (4.8%), Budget Forecast: $2,088,432, Percent: 0.2%
Monthly Indicators

According to the U.S. Department of Commerce Bureau of Economic Analysis, the U.S. Real Gross Domestic Product (GDP) increased at an annual rate of 2.0% in the third quarter of 2015. This estimate represents a slowdown from the 3.9% growth in the second quarter of 2015. The deceleration was primarily due to a reduction in inventory investment and slower growth in consumption, state and local government spending, residential and non-residential investment and exports. Declining performance in these categories was partly offset by deceleration in imports.

The Conference Board’s U.S. Consumer Confidence Index increased 3.9 points in December, reversing part of a (10.0) point drop over the 2 prior months. The monthly increase involved a widespread reversal from the negative employment and economic outlook in prior months. Economists think that the index’s improvement was driven by recent positive job reports and continued decreases in gas prices. Year-over-year growth increased 3.7% since December 2014.

The Conference Board’s U.S. Leading Economic Index increased by 0.4% in November, following a 0.6% increase in the prior month. The index stands 3.4% above its November 2014 reading. Of the index’s 10 components, only 5 made positive contributions in November. Overall growth in the index was driven primarily by positive building permits data and movement in interest rates. These contributions were partly offset by negative data on initial unemployment insurance claims and manufacturing orders.

According to the U.S. Department of Commerce Bureau of Economic Analysis, the U.S. Personal Consumption Expenditure Price Index (PCEPI) was flat in November, relative to October. The measure stands at just 0.4% above the November 2014 level. The index’s annual growth has been pulled well below the Federal Reserve Bank’s (Fed) 2% annual inflation target, largely due to a (15.8)% year-over-year decrease in energy prices. Annual growth in the core index (all items except food and energy), however, has grown by a steadier 1.3% through November. The Fed’s recent decision to begin increasing short-term interest rates indicates that the bank is focusing more on the measure of core inflation than the overall measure.

The Federal Reserve Bank of Philadelphia’s coincident index gauges current economic activity in each state. The index combines 4 indicators: employment, average hours worked in manufacturing, unemployment rate, and inflation-adjusted wages.

Arizona’s coincident index increased by 3.7% compared to November 2014. Over the same time period, the U.S. coincident index increased by 3.1%. Currently, Arizona’s rate of annual coincident index growth is 17th in the nation. Last year at this time, Arizona’s rate was 33rd highest among states. See Appendix A – Tracking Arizona’s Recovery for additional historical information.

Housing
Single-family housing construction is accelerating, while multi-family construction has peaked. Arizona’s 12-month total of single-family building permits is 22,184, or 27.1% more than a year ago. The comparable single-family permit growth rate for the entire U.S. is 10.0%. See Appendix A – Tracking Arizona’s Recovery for historical information.

The 12-month total of multi-family building permits was increasing strongly compared to last year, but has recently leveled off. Arizona’s total of 9,794 multi-family building permits is (4.3)% below 2014. Arizona’s rate of increase is now significantly less than the comparable multi-family permit growth for the U.S. as a whole, which is 19.0% above 2014.

In November, the Average Weekly Hours worked by individuals in Arizona’s private sector was 34.8 hours. This workload is equal to the November 2014 level. The Average Hourly Earnings received by these private sector workers was $23.49, which is 0.8% above the average in the prior month. November earnings were 3.0% above the average in November 2014. This represents the largest year-over-year growth rate in hourly earnings in the past 2 years.

The U.S. Department of Commerce Bureau of Economic Analysis quarterly releases estimates of annual Personal Income received in each state. This measure includes wages and salaries, proprietors’ income, dividends, interest, rent, and various supplements to income while excluding capital gains, contributions for government social insurance, and pension benefit payments. In the third quarter of 2015, Arizona personal income increased year-over-year by 5.3%, to $269.5 billion.
According to the U.S. Census, Arizona’s population was estimated to be 6.83 million as of July 1, 2015. This was a net increase of 1.5%, or 99,300 persons over July 1, 2014. An estimated 64%, or equivalently, 63,300 of the population increase was attributable to net migration. By way of comparison, the Employment and Population Statistics Unit of the Arizona Department of Administration estimates that Arizona’s population was 6.76 million on July 1, 2015.

Tourism
Revenue per available room reached $64.39 in November, which was 7.5% above the amount in November 2014. Year-to-date, revenue per available room is 12.0% above the 2014 year-to-date amount through November. Ridership during November through Phoenix Sky Harbor Airport increased 4.0% above the level in November 2014.

State Agency Data
At the beginning of January 2016, the total AHCCCS caseload was 1.80 million members. Since the federal health care expansion in January 2014, the overall AHCCCS population has grown by 544,200 members.

Total monthly enrollment decreased (0.2)% during December, the first monthly decrease since February 2015. The overall decrease in December was partly due to enrollment of Traditional population of lower income children and their parents. Enrollment in this population fell (2,700) in December to a level of 1,053,300 members. The February level represents a decrease of (0.3)% since last month. This decrease was partly offset by an enrollment increase of 2,100, or 1.1%, in the Proposition 204 Parent population.

In January 2014, the state started accepting new enrollment to the Proposition 204 childless adults program. In December 2015, the childless adult population decreased by (2,100), or (0.7)%. At 306,500, this population is 9.8% higher than a year ago.

The state also opted to expand adult Medicaid coverage to 133% of FPL. Their enrollment increased by 800 in December and now totals 79,600 individuals. Enrollment is 118.8% higher than a year ago. The federal government is currently paying 100% of this cost.

According to data the Department of Child Safety published for October 2015, reports of child maltreatment totaled 51,130 over the last 12 months, an increase of 6.5% over the prior year. Reports of child maltreatment were lower in September and October 2015 compared to each of the same months in the prior year. There were 18,927 children in out-of-home care as of October 2015, or 10.1% more than in October 2014. Compared to the prior month, the number of out-of-home children increased by 1.4%. The Department of Economic Security (DES) reported that there were 23,243 TANF recipients in the state in January, representing a monthly caseload decrease of (2.2)% from December. The year-over-year number of TANF recipients has declined by (20.2)%. The statutory lifetime limit on cash assistance is 24 months.

As of December 31, 2015, ADC reported an inmate population of 42,722. The population dropped by 72, and this was a (0.2)% decrease since November. This was a 1.3% increase since December 2014. ADC reported 42,183 inmates at the end of December 2014.
## MONTHLY INDICATORS

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Time Period</th>
<th>Current Value</th>
<th>Change From Prior Period</th>
<th>Change From Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Arizona</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment</td>
<td>November</td>
<td>6.0%</td>
<td>(0.0)%</td>
<td>(0.6)%</td>
</tr>
<tr>
<td>- Regular Unemployment Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Total Unemployment Rate (discouraged/underemployed)</td>
<td>3rd Q 2015</td>
<td>13.6%</td>
<td>(0.2)%</td>
<td>(1.5)%</td>
</tr>
<tr>
<td>- Initial Unemployment Insurance Claims</td>
<td>November</td>
<td>15.685</td>
<td>(8.4)%</td>
<td>(2.2)%</td>
</tr>
<tr>
<td>- Unemployment Insurance Recipients</td>
<td>August</td>
<td>29.157</td>
<td>(23.0)%</td>
<td>(32.2)%</td>
</tr>
<tr>
<td>- Non-Farm Employment - Total</td>
<td>November</td>
<td>2.70 million</td>
<td>1.1%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>November</td>
<td>157,000</td>
<td>0.6%</td>
<td>0.4%</td>
</tr>
<tr>
<td>Construction</td>
<td>November</td>
<td>133,300</td>
<td>1.2%</td>
<td>5.5%</td>
</tr>
<tr>
<td>- Average Weekly Hours, Private Sector</td>
<td>November</td>
<td>34.80</td>
<td>1.2%</td>
<td>0.0%</td>
</tr>
<tr>
<td>- Average Hourly Earnings, Private Sector</td>
<td>November</td>
<td>$23.49</td>
<td>0.8%</td>
<td>3.0%</td>
</tr>
<tr>
<td><strong>Sales</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Retail Taxable Sales</td>
<td>November</td>
<td>$976.0 million</td>
<td>5.1%</td>
<td>15.0%</td>
</tr>
<tr>
<td>- Motor Vehicles/Misc. Auto</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Furniture/Home Furnishings</td>
<td>November</td>
<td>$303.1 million</td>
<td>(11.5)%</td>
<td>(2.0)%</td>
</tr>
<tr>
<td>- Building Material/Lawn &amp; Garden</td>
<td>November</td>
<td>$387.3 million</td>
<td>8.6%</td>
<td>16.1%</td>
</tr>
<tr>
<td><strong>Building</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Residential Building Permits (12-month avg)</td>
<td>November</td>
<td>22.184</td>
<td>2.3%</td>
<td>27.1%</td>
</tr>
<tr>
<td>Single-family</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Multi-family</td>
<td>November</td>
<td>9,794</td>
<td>0.6%</td>
<td>(4.3)%</td>
</tr>
<tr>
<td>- Maricopa County/Other, Home Sales (ARMLS)</td>
<td>November</td>
<td>5,267</td>
<td>14.8%</td>
<td>24.0%</td>
</tr>
<tr>
<td>Single-Family (Pending Sales)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Maricopa County/Other, Median Home Price (ARMLS)</td>
<td>November</td>
<td>$230,000</td>
<td>2.2%</td>
<td>11.7%</td>
</tr>
<tr>
<td>Single-Family (Pending Sales)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Phoenix S&amp;P/C Home Price Index (2000 = 100)</td>
<td>October</td>
<td>155.95</td>
<td>0.5%</td>
<td>5.7%</td>
</tr>
<tr>
<td>- Maricopa Pending Foreclosures</td>
<td>November</td>
<td>4,383</td>
<td>(2.5)%</td>
<td>(25.0)%</td>
</tr>
<tr>
<td>- Greater Phoenix Total Housing Inventory, (ARMLS)</td>
<td>November</td>
<td>24,918</td>
<td>1.1%</td>
<td>(9.1)%</td>
</tr>
<tr>
<td><strong>Tourism</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Phoenix Sky Harbor Air Passengers</td>
<td>November</td>
<td>3.54 million</td>
<td>(4.5)%</td>
<td>4.0%</td>
</tr>
<tr>
<td>- National Park Visitors</td>
<td>September</td>
<td>1,297,996</td>
<td>(23.0)%</td>
<td>5.5%</td>
</tr>
<tr>
<td>- State Park Visitors</td>
<td>November</td>
<td>176,658</td>
<td>(12.0)%</td>
<td>6.9%</td>
</tr>
<tr>
<td>- Revenue Per Available Hotel Room</td>
<td>November</td>
<td>$64.39</td>
<td>(11.7)%</td>
<td>7.5%</td>
</tr>
<tr>
<td><strong>General Measures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Arizona Consumer Confidence Index (1985 = 100)</td>
<td>3rd Q 2015</td>
<td>84.3</td>
<td>6.6%</td>
<td>17.7%</td>
</tr>
<tr>
<td>- Arizona Coincident Index (July 1992 = 100)</td>
<td>November</td>
<td>221.46</td>
<td>0.4%</td>
<td>3.7%</td>
</tr>
<tr>
<td>- Arizona Leading Index -- 6 month projected growth</td>
<td>November</td>
<td>7.0%</td>
<td>0.5%</td>
<td>3.2%</td>
</tr>
<tr>
<td>- Arizona Personal Income</td>
<td>3rd Q 2015</td>
<td>$269.5 billion</td>
<td>1.4%</td>
<td>5.2%</td>
</tr>
<tr>
<td>- Arizona Population</td>
<td>July 2015</td>
<td>6,828,065</td>
<td>N/A</td>
<td>1.5%</td>
</tr>
<tr>
<td>- State Debt Rating</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standards &amp; Poor’s/Moody’s</td>
<td>May</td>
<td>AA / Aa2</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Outlook</td>
<td>May</td>
<td>Stable</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Agency Measures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- AHCCCS Recipients</td>
<td>January 1st</td>
<td>1,802,325</td>
<td>(0.2)%</td>
<td>13.1%</td>
</tr>
<tr>
<td>Acute Care Traditional</td>
<td></td>
<td>1,053,347</td>
<td>(0.3)%</td>
<td>9.5%</td>
</tr>
<tr>
<td>Prop 204 Childless Adults</td>
<td></td>
<td>306,466</td>
<td>(0.7)%</td>
<td>9.8%</td>
</tr>
<tr>
<td>Other Prop 204</td>
<td></td>
<td>189,588</td>
<td>1.1%</td>
<td>14.8%</td>
</tr>
<tr>
<td>Adult Expansion</td>
<td></td>
<td>79,595</td>
<td>1.1%</td>
<td>118.8%</td>
</tr>
<tr>
<td>Kids Care I</td>
<td></td>
<td>775</td>
<td>(6.2)%</td>
<td>(58.6)%</td>
</tr>
<tr>
<td>Long-Term Care – Elderly &amp; DD</td>
<td></td>
<td>57,734</td>
<td>0.2%</td>
<td>2.1%</td>
</tr>
<tr>
<td>Emergency Services</td>
<td></td>
<td>114,820</td>
<td>(1.9)%</td>
<td>23.6%</td>
</tr>
<tr>
<td><strong>Department of Child Safety (DCS)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Reports of Child Maltreatment (12-month total)</td>
<td>Oct. 2015</td>
<td>51,130</td>
<td>(0.2)%</td>
<td>6.5%</td>
</tr>
<tr>
<td>DCs Out-of-Home Children</td>
<td>October</td>
<td>18,927</td>
<td>1.4%</td>
<td>10.1%</td>
</tr>
<tr>
<td>Filled Caseworkers (1,406 Budgeted)</td>
<td>December</td>
<td>1,279</td>
<td>N/A</td>
<td>(65)</td>
</tr>
<tr>
<td>ADC Infant Growth</td>
<td>December</td>
<td>42,722</td>
<td>(0.2)%</td>
<td>1.3%</td>
</tr>
<tr>
<td>Department of Economic Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- TANF Recipients</td>
<td>December</td>
<td>23,243</td>
<td>(2.2)%</td>
<td>(20.2)%</td>
</tr>
<tr>
<td>- SNAP [Food Stamps] Recipients</td>
<td>December</td>
<td>988,067</td>
<td>(0.8)%</td>
<td>(4.9)%</td>
</tr>
<tr>
<td>- Judiciary Probation Caseload</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Maricopa</td>
<td>November</td>
<td>18,579</td>
<td>105</td>
<td>603</td>
</tr>
<tr>
<td>Maricopa County</td>
<td>November</td>
<td>27,441</td>
<td>47</td>
<td>1,183</td>
</tr>
<tr>
<td><strong>United States</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Gross Domestic Product</td>
<td>3rd Q 2015</td>
<td>$16.4 trillion</td>
<td>2.1%</td>
<td>2.0%</td>
</tr>
<tr>
<td>(Chained 2009 dollars, SAAR)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Consumer Confidence Index (1985 = 100)</td>
<td>December</td>
<td>96.5</td>
<td>4.2%</td>
<td>3.7%</td>
</tr>
<tr>
<td>- Leading Indicators Index (2010 = 100)</td>
<td>November</td>
<td>124.6</td>
<td>0.4%</td>
<td>3.4%</td>
</tr>
<tr>
<td>- Consumer Price Index, SA (1982-84 = 100)</td>
<td>November</td>
<td>238.1</td>
<td>0.0%</td>
<td>0.4%</td>
</tr>
<tr>
<td>- Personal Consumption Price Index (2009 = 100)</td>
<td>November</td>
<td>109.8</td>
<td>0.0%</td>
<td>0.4%</td>
</tr>
</tbody>
</table>
Summary of Recent Agency Reports

Second Quarter Benchmark - Filled FTE Positions
As outlined in Table 8 below, DCS had 1,279 filled direct line staff in the second quarter, or (127) FTE Positions below its benchmark of 1,406.

Second Quarter Benchmark - Reducing the Backlog
In June 2014, DCS set benchmarks for reducing the backlog. As shown in Table 9 below, DCS activated all 13,024 backlog cases, but 1,715 cases had relapsed into inactivity as of December 2015. In total, DCS had 14,392 backlog cases as of December 2015 (including 12,677 post-June 2 cases), more than the benchmark of 1,000.

Expenditures on Personal Services
DCS spent $33.9 million on salaries including overtime for 2,673 FTE Positions in the second quarter of FY 2016.

Second Quarter Benchmark - Expenditures to Reduce the Backlog
DCS was appropriated $23.1 million from the General Fund and $5.9 million from Federal Funds for a total of $29.0 million in FY 2015 for the elimination of the June 2 backlog. Consistent with the Executive’s May 2014 Special Session proposal and the Legislature’s 3-year spending plan, the FY 2016 budget for backlog elimination was reduced to $12.4 million General Fund and $3.9 million from Federal Funds, totaling $16.3 million. DCS anticipates that the cost of placement services for backlog cases will exceed appropriated backlog resources by $2.7 million in FY 2016. In the second quarter of FY 2016, DCS spent $2.8 million on backlog reduction for support services and placements. The expenditure figure does not include the cost of caseworker overtime to investigate backlog cases. (Ben Beutler)

Arizona Community Colleges – Annual Report – Pursuant to A.R.S. § 15-1427, the Arizona Community Colleges are required to report by December 1 of each year on their progress during the previous year. Their FY 2015 report was summarized in the December issue of the Monthly Fiscal Highlights, but they recently submitted revised data, which includes the following updated summary information on the state system:

- 304,770 students (headcount) were enrolled for credit, resulting in a Full-Time Student Equivalent count of 120,833.
- 91.7% of enrolled students resided within the district, while 8.3% did not reside within the district or had an unknown residency status.
- Total number of instructors employed was 10,525, of which 2,538 (24.1%) were full-time and 7,987 (75.9%) were part-time.
- Total operating revenues were $1.6 billion (this amount excludes bond proceeds and fund balance which total $126.0 million).
- Total expenditures were $1.7 billion. (Tom Ritland)

| Table 8 | Progress in Hiring Caseworkers by Quarter
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Case-Carrying Caseworkers</td>
<td>1,190</td>
<td>1,025</td>
<td>972</td>
<td>947</td>
</tr>
<tr>
<td>Caseworkers in Training</td>
<td>140</td>
<td>164</td>
<td>212</td>
<td>257</td>
</tr>
<tr>
<td>Hotline Staff</td>
<td>76</td>
<td>74</td>
<td>71</td>
<td>75</td>
</tr>
<tr>
<td>Total</td>
<td>1,406</td>
<td>1,263</td>
<td>1,255</td>
<td>1,279</td>
</tr>
</tbody>
</table>

| Table 9 | Progress Reducing the Backlog by Quarter
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Backlog Cases</td>
<td>1,000</td>
<td>14,946</td>
<td>14,558</td>
<td>14,392</td>
</tr>
<tr>
<td>Relapsed June 2, 2014 Backlog Cases</td>
<td>0</td>
<td>3,139</td>
<td>2,253</td>
<td>1,715</td>
</tr>
<tr>
<td>Post-June 2, 2014 Backlog Cases</td>
<td>1,000</td>
<td>11,807</td>
<td>12,305</td>
<td>12,677</td>
</tr>
</tbody>
</table>
Arizona Criminal Justice Commission – Report on State Aid to County Attorneys Fund and the State Aid to Indigent Defense Fund – Pursuant to A.R.S. § 41-2409E, the Arizona Criminal Justice Commission (ACJC) is required to report on expenditures for the prior fiscal year from the State Aid to County Attorneys Fund and State Aid to Indigent Defense Fund by January 8 of each year.

In FY 2015, the State Aid to County Attorneys Fund received revenues totaling $735,100 and had an ending balance of $1.2 million. ACJC did not distribute State Aid to Indigent Defense Fund revenues to counties in FY 2015, as they were appropriated for other non-Indigent Defense areas.

ACJC reports that county attorneys, out of their $973,600 appropriation, reported expenditures of $813,100 in FY 2015. Of that total, $741,400 was spent on salary and benefits, $1,800 on equipment, $18,500 on other expenditures, $25,800 for contractual services, $24,500 on case management software, and $1,200 on travel.

ACJC reports that counties used the monies in 3 main areas: additional staffing, technological purchases, and training and travel expenses. Training and travel expenses funded witness travel and staff attendance at educational seminars and conferences.

ACJC also states that no prosecuting agencies reported case processing times that met the Supreme Court guidelines, however, some agencies did report meeting the felony case processing standard for 180-day adjudication. (Krista MacGahan)

Arizona Department of Education – Report on Current Year Funding – The FY 2016 K-12 Education BRB required the department to notify school districts by December 15, 2015 on how it plans to implement current year Average Daily Membership (ADM) funding in FY 2017 and report the estimated fiscal impact by district. ADE recently released the required report, which is based on ADM data from FY 2015. It estimates that current year ADM funding would have resulted in a net state savings of $(24.2) million in FY 2015 if it had been in effect for that year. The $(24.2) million estimate, however, assumes that both the Base Support Level (BSL) and District Additional Assistance (DAA) would be funded on a current year basis. The policy intent was to fund only the BSL on current year ADM in order to eliminate the BSL “hold harmless.” Without the DAA increase the department’s estimated net state aid savings would be $(30.7) million. The actual savings for this issue will depend on final ADM counts for FY 2017, which will not be known until after the end of FY 2017. (Steve Schimpp)

Arizona Department of Education – Report on K-12 Aggregate Expenditure Limit – Pursuant to A.R.S. § 15-911B, the State Board of Education recently reported that currently budgeted expenditures for all school districts collectively statewide for FY 2016 are $(813.1) million below the Constitution’s aggregate expenditure limitation (AEL). For FY 2015 the difference was $(593.5) million. The $(813.1) million figure does not reflect an estimated $203.4 million in additional funding that school districts (excluding charter schools) potentially will receive in FY 2016 under Proposition 123. That funding, if received and budgeted for FY 2016, would cause statewide school district expenditures to be below the AEL by an estimated $(609.7) million rather than $(813.1) million for FY 2016. The AEL limits growth in non-exempted statewide K-12 expenditures for school districts (excluding charter schools) to the combined rate of growth for enrollment and inflation, with certain exceptions. (Steve Schimpp)

Arizona Department of Education – Override Report – Pursuant to A.R.S. § 15-249.04, the Arizona Department of Education (ADE) recently reported FY 2016 data on school district budget overrides. Overrides permit school districts to generate and spend additional monies from local property taxes if approved by voters. The ADE report indicates that 91 districts statewide have Maintenance and Operation (M&O) overrides pursuant to A.R.S. § 15-481 in FY 2016, 5 have “Special Program” overrides pursuant to A.R.S. § 15-482, and 23 have “District Additional Assistance” overrides pursuant to A.R.S. § 15-481. The total amounts budgeted for overrides for FY 2016 include $402.2 million for both types of M&O overrides combined and $61.0 million for District Additional Assistance overrides. (Steve Schimpp)

JLBC Staff – Public Programs Eligibility Report – As enacted in the 2006 election, Proposition 300 limits participation in certain state programs to citizens, legal residents, or other persons lawfully present in the United States, and requires semi-annual reports to the Joint Legislative Budget Committee. Below is a summary of the reports:

Universities – At the 3 universities, 163,254 students registered for the fall 2015 semester. Of the total students registered, the universities were able to verify the legal immigration status of 149,943 students. Additionally, the universities reported that 17,040 of these students did not require verification because they have either not requested, or received in-state tuition or state supported financial aid. The universities reported that no students were unverifiable due to their inability to provide the requisite documentation.

Department of Economic Security – The department reported that 10,903 applications were received for child care assistance during the reporting period of June 1, 2015 to November 30, 2015. Of this number, 15 were...
Summary of Recent Agency Reports (Continued)

denied because criteria for citizenship or legal residency were not met.

Community Colleges – Statewide, the Community Colleges reported a total of 227,139 students classified as in-state for the fall 2015 semester. They reported 395 students who were not entitled to be classified as in-state because of a lack of lawful immigration status. Additionally, 94,951 students applied for financial aid. Of those who applied, the community colleges reported that 76 were not entitled to any aid because they were not lawfully present in the United States.

Department of Education – The department reported that 12,386 people applied for instruction in Arizona Adult Education during the reporting period of June 1, 2015 to December 1, 2015. Of this amount, 735 were denied instruction because they failed to provide evidence of citizenship or legal residence in the United States. The Arizona Adult Education program is currently funded with Federal Funds and had been funded by a combination of federal and state funds previously. (Matt Beienburg)

Ombudsman-Citizens Aide Office – Annual Report – Pursuant to A.R.S. § 41-1376, the Ombudsman-Citizens Aide is to submit an annual written report by January 1 summarizing their activities during the previous fiscal year (FY), and semiannually present this report before Legislative Council. The Ombudsman-Citizens Aide issued an annual report for FY 2015 dated December 28, 2015. The FY 2015 annual report cites examples of cases in the office’s 3 focus areas: general complaints about state agencies, Department of Child Safety cases, and public access cases. There were 5,009 total cases in FY 2015 including 3,394 involving coaching, 1,295 needing assistance, and 320 requesting investigations. Of the 320 requests for investigations, 235 were completed, 8 are ongoing, 39 were discontinued or the complaint was withdrawn, and the Ombudsman declined to investigate 38. (Bob Hull)

School Facilities Board (SFB) – Annual Report on Class B Bond Approvals – Pursuant to A.R.S. § 15-2002, SFB is required to annually report to JLBC by December 31 on all Class B bond approvals by school districts in that year. Each school district is required to report Class B bond approvals to SFB by December 1 of each year. SFB submitted its annual report to JLBC on December 31, 2015. However, due to a lack of school district reporting, the data contained in the SFB submission was incomplete. Based on the JLBC Staff estimates, there were 14 districts with Class B bond approvals in 2015 for a total of $937.1 million. (Josh Hope)

Secretary of State – Report on the Election Systems Improvement Fund – Pursuant to a General Appropriation Act footnote and A.R.S. § 41-129C, the Secretary of State (SOS) submitted a report on the expenditures from the Election Systems Improvement Fund to implement the Help America Vote Act. The expenditures in FY 2015 were $1.7 million and are projected to be $2.9 million in FY 2016 and $2.5 million in FY 2017. SOS reports that FY 2015 expenditures were used as follows: 33.2% for voter registration, 2.7% on voter accessibility, 20% for administration, 44% on voter education, and 0.1% for telecommunication and training. A similar distribution is expected to continue for FY 2016 and FY 2017. (Krista MacGahan)

Arizona Board of Regents – Report on University System’s Financial Aid – Pursuant to A.R.S. § 15-1650, the Arizona Board of Regents is required to submit an annual report on financial aid. Highlights from the FY 2015 report include:

- Approximately $2.2 billion in total financial aid was provided to students.
- Of this amount, $986.3 million (44.8%) came from federal sources, $744.5 million (33.8%) came from tuition and other sources, $467.9 million (21.3%) came from private sources and the Arizona Financial Aid Trust (AFAT) (AFAT distributed $20.7 million of both state General Fund and institutional monies in FY 2015), and $1.2 million (0.1%) came from state scholarships, grants and loans.
- A total of 139,487 students received aid, including 113,288 undergraduate students and 26,199 graduate students.
- Of the undergraduate students receiving aid, 27,566 received non-need-based gift aid, 61,414 received need-based gift aid, and 51,949 were awarded miscellaneous types of non-gift aid (i.e. work study). Some students received multiple types of aid.
- The average aid package for undergraduate students was $11,852, which includes both need and non-need-based aid.
- 60.3% of undergraduate students and 53.1% of graduate students have debt. Upon graduation, the average undergraduate student debt was $23,470, while the average graduate student debt was $49,526. (Matt Gress)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MOHAVE COMMUNITY COLLEGE
AND
TELESIS CENTER FOR LEARNING, INC

This Intergovernmental Agreement ("Agreement") is entered into this 1st day of July, 2015, between Mohave Community College ("College"), and Telesis Center for Learning, Inc. ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 et seq. This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a "Dual Enrollment Course" is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or
B. applicable to a community college occupational degree or certificate program.

C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:
   i. After the governing boards of School District and College have approved it; and
   ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2016 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph E in this Section 4.1 who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

   1. of a quality and depth to qualify for college credit as determined by College;
   2. evaluated and approved through the College curriculum approval process;
   3. at a higher level than taught by the School District high school;
   4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
   5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit B attached to this Agreement.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be
granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;
2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;
3. a composite score of twenty-two (22) or more on the American college test;
4. a passing score on the relevant portions of the Arizona instrument to measure standards test;
5. the completion of a college placement test designated by College that indicates the student is at the appropriate college level for the course; or
6. is a graduate of a private or public high school or has a high school certificate of equivalency.

Home schooled students are exempt from Sections 1-6 of this Paragraph C. Notwithstanding the above, a student who enrolls in a vocational or occupational education course may be admitted on an individual basis with the approval of College if the student meets the established requirements of the course for which the student enrolls and College determine that the student's admission is in the best interest of the student. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

D. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 et seq.

E. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

F. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

G. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

H. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).
1. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College’s expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District’s high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

4.5 Students with Disabilities

A. After notification from School District of a student’s need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section
504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (“ADA”) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(E) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student’s SAIS number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor’s name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District’s expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District’s high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary registration forms;

2. has completed College assessment examinations, if required by College;

3. is aware the student is subject to both School District policies and procedures and College policies and procedures;

4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and

5. is aware of the requirements for determination of in-state tuition.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor’s participation in the dual enrollment program for failure to follow College requirements.
C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

5.6 Reporting

School District will provide to College any data or other information that is required for the submission of the report required by A.R.S. § 15-1821.01(2)(b).

5.7 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, A.R.S. § 41-2161 et seq. (access for disabled persons), and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor’s employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.
B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor’s employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2 Student

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes as established by School District and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course in accordance with College policy.

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.
6.7 Rigor of Courses

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student’s parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out of state tuition rates.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. The Billing Format shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.
9. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student’s education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 Risk to Health or Safety

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party’s mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five working days of such meeting. If reconciliation is not achieved within the five day period, this Agreement will automatically terminate.

10.3 No Relief from Obligations

Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

10.4 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers’ compensation and disability benefits.
11.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party’s employees, officers, students and agents.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 2009-09, which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the ADA.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

16. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.
18. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

Diana Stithem, J.D., Executive Vice President
Mohave Community College
1971 East Jagerson Avenue
Kingman, AZ 86409

If to School District:

Dr. Sandra K. Breece, Superintendent
Telesis Center for Learning, Inc.
2598 Starlite Lane
Lake Havasu City, AZ 86403

COLLEGE

By: Diana Stithem, J.D.
Title: Executive Vice President

SCHOOL DISTRICT

By: Sandra K. Breece, Ed.D.
Title: Superintendent

Date: 1/26/16
Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: __________________________
    Legal Counsel for College

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: __________________________
    Legal Counsel for School District
EXHIBIT A

FINANCIAL PROVISIONS

Fill in the blanks. If the information is not applicable, indicate NA in the blank. Additional directions for completing this form are in italics.

1. INSTRUCTORS
Instructors shall be provided as follows: (Check the appropriate line)

___X___ School District shall provide and pay all instructors.

___ College shall provide and pay all instructors.

___ Each party shall provide and pay for instructors as follows: __________________________

2. PAYMENTS TO THE SCHOOL DISTRICT
For each course for which the School District provides and pays for the instructor, the College shall pay the School District _____ Dollars ($___) per credit hour for each properly enrolled student, capped at __N/A__ Dollars ($N/A) per credit hour for each course. (Indicate NA if there is no cap.) Invoices from the District to the College shall be based on College course rosters and include the information listed in Exhibit B of this Agreement.

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE TUTION:
College tuition is Eighty-one Dollars ($81) per credit hour for each in-state student and Two hundred eighty-three and 50/100 Dollars ($283.50) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:
Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

<table>
<thead>
<tr>
<th>Fees and Costs (Including special course fees; assessment costs, if any; etc.)</th>
<th>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost.</th>
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<tr>
<td>1. $6/credit hour technology fee</td>
<td>District ___ Student ___</td>
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<tr>
<td>2. $1/credit student activity fee</td>
<td>District ___ Student ___</td>
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<td>3.</td>
<td>District ___ Student ___</td>
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</tbody>
</table>

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS
Check the appropriate line:

___X___ School District is responsible for payment of tuition to the College.

Each student is responsible for payment of tuition to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College.
pursuant to paragraph 2.
For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. **FINANCIAL AID**
Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.
If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

6. **FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**
The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.
Invoices to be sent to the College: (specify administrator and address)
Attn: Accounts Payable
1971 Jagerson Ave
Kingman, AZ 86409

Invoices to be sent to the School District: (specify administrator and address)

7. **FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**
Amount College received in FTSE in prior academic year:
(Specify dollar amount)

Portion of that FTSE distributed to School District:
(Specify percentage or dollar amount)

Amount School District returned to College:
(Specify percentage or dollar amount)
EXHIBIT B

TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.
All courses listed with an asterisk are also offered to freshmen and sophomore students.
The number of students admitted for any Dual Enrollment Course shall not be less than five (5) students per section and shall not exceed a maximum of forty (40) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

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<tr>
<th>Course</th>
<th>Section</th>
<th>Course Title</th>
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<tr>
<td>*BUE</td>
<td>175</td>
<td>Business Ethics</td>
<td>3</td>
<td>Spring</td>
<td>WAVE/JTED</td>
<td>Shawna Schneikart</td>
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Classes may be added to Exhibit B and offered during the academic year upon the consent of both the college and the school district.
* BUE course is billed through WAVE/JTED and not included on Exhibit A.
# DRAFT ACADEMIC CALENDAR 2016-17: Fall

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<td>25- Start of withdrawal period - second 8 week classes</td>
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**AY16-17 Dates**

- **11 - Veterans Day**
- **14 - Graduation Applications Due**
- **18 - End of withdrawal period - second 8, 12 & 15 week classes**
- **23 - No Classes/College Open**
- **24 - 25 - Thanksgiving Holiday, College Closed**

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**December 2016**

- **9 - End of second 8, 12, & 15 week classes**
- **9 - Late Graduation Applications Due**
- **13 - Grades Due - second 8, 12 & 15 week classes**
- **15 - LATTE**
- **16 - Last faculty work day**
- **23-26 - Christmas Holiday (observed)**
- **30 - New Year's Eve (observed)**

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**Light Pink**
- Holiday College Closed

**Medium Blue**
- Start of Session/Start of 1st Session Courses

**Orange**
- End of Classes

**Lilac**
- Grades Due

**Yellow**
- Faculty

**Black**
- College Closed Summer Hours
# DRAFT ACADEMIC CALENDAR 2016-17: Spring

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<td>24- End of final drop period - first 8 week &amp; 15 week classes</td>
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- **Light Pink**: Holiday College Closed
- **Light Grey**: Training
- **Medium Blue**: Start of Session
- **Orange**: End of Classes
- **Dark Green**: Spring Break
- **Lilac**: Grades Due
- **Yellow**: Faculty Related
- **Black**: College Closed Summer Hours
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Overlap
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**Weeks of Instr**

| 1st 5 wk | 5 | 4 | 5 | 5 |
| 8 wks    | 8 | 7 | 8 | 8 |

**Key**

- **Light Pink**: Holiday College Closed
- **Medium Blue**: Start of Session
- **Orange**: End of Classes
- **Purple**: Withdrawal
- **Olive Green**: Registration Drop
- **Black**: College Closed Summer Hours
# DRAFT ACADEMIC CALENDAR 2017-18: Fall

## August 2017

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### AY17-18 Dates

- **1**: Grades Due - 8 week class (summer)
- **14**: Resident Faculty Return
- **23**: Faculty Orientation
- **28**: 1st Day of 8 and 15 week classes
- **28**: Add/Drop begins 1st 8 and 15 week classes

## September 2017

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### AY17-18 Dates

- **3**: Labor Day-College Closed
- **5**: All staff day-College Closed
- **10**: Grad App Opens
- **17**: Withdrawal period begins 1st 8 and 15 week classes
- **24**: Add/Drop begins 12 week classes
- **25**: Add/Drop ends 1st 8 and 15 week classes
- **3**: Begin 12 week session
- **25**: 12 week classes start
- **25**: Add/Drop begins 12 week classes

## October 2017

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### AY17-18 Dates

- **2**: Add/Drop ends 12 week classes
- **3**: Withdrawal begins 12 week classes
- **24**: 1st 8 week classes end
- **25**: 2nd 8 week classes begin
- **25**: Add/Drop begins 2nd 8 week classes
# DRAFT ACADEMIC CALENDAR 2017-18: Fall

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<td>2 - withdrawal begins 2nd 8 week classes</td>
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<tr>
<td>10 - Veterans Day - College Closed</td>
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<tr>
<td>17 - grad apps due</td>
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<td>22 - No classes - college Open</td>
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<td>23-24 - Thanksgiving Holiday - College Closed</td>
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<td>1 - withdrawal ends 2nd 8, 12, &amp; 15 week classes</td>
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<td>15 - end 2nd 8, 12, and 16 week session</td>
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<td>15 - late grad apps due</td>
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<tr>
<td>21 - LATTE</td>
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<tr>
<td>22 Resident Faculty last fall term day</td>
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<td>25-26 - Christmas Holiday (observed) - College Closed</td>
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### Weeks of Instr

| 16 weeks | 15 | 15 | 15 | 15 | 14 |
| 1st 8 weeks | 8 | 8 | 8 | 8 | 8 |
| 2nd 8 weeks | 7 | 7 | 8 | 7 | 6 |
| 12 weeks | 12 | 12 | 12 | 11 | 10 |

- **Light Pink**: Holiday College Closed
- **Medium Blue**: Start of Session/Start of 1st Session Courses
- **Orange**: End of Classes
- **Lilac**: Grades Due
- **Yellow**: Faculty Related
- **Black**: College Closed Summer Hours
# DRAFT ACADEMIC CALENDAR 2017-18: Spring

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<td>21 22 23 24 25 26 27</td>
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<td>16 - Add/Drop begins 1st 8 and 15 week classes</td>
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<td>24- Grad Apps Open</td>
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# DRAFT ACADEMIC CALENDAR 2017-18: Spring

## April 2018

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## May 2018

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## Weeks of Instr

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## Colors

- **Light Pink**: Holiday College Closed
- **Medium Blue**: Start of Session
- **Orange**: End of Classes
- **Dark Green**: Spring Break
- **Yellow**: Faculty Related
- **Black**: College Closed Summer Hours
### DRAFT ACADEMIC CALENDAR 2017-18: Summer

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### Overlap

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| 12 | 13 | 14 | 15 | 16 | 17 | 18 | **13-Resident faculty return**
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | **27 - 1st 8 & 15 week classes start**
| 26 | 27 | 28 | 29 | 30 | 31 | | **27 - Add/Drop begins 1st 8 & 15 week classes**

**Key**
- Light Pink: Holiday College Closed
- Medium Blue: Start of Session
- Orange: End of Classes
- Purple: Withdrawal
- Olive Green: Registration Drop
- Black: College Closed Summer Hours
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**AY18-19 Dates**

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**Light Pink**  
- Holiday College Closed

**Medium Blue**  
- Start of Session/Start of 1st Session Courses

**Orange**  
- End of Classes

**Lilac**  
- Grades Due

**Yellow**  
- Faculty Related

**Black**  
- College Closed Summer Hours

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- **Light Pink**
  - Holiday College Closed
- **Medium Blue**
  - Start of Session
- **Orange**
  - End of Classes
- **Dark Green**
  - Spring Break
- **Lilac**
  - Grades Due
- **Yellow**
  - Faculty Related
- **Red**
  - Commencement
- **Black**
  - College Closed Summer Hours
### DRAFT ACADEMIC CALENDAR 2018-19: Summer

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**Overlap**

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- **May:** Four day work week
- **June:** Add/Drop begins 5 & 8 week classes
- **July:** 8 week classes end
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<th>Weeks of Instr</th>
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<td>1st 5 wk</td>
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</tbody>
</table>

**Key**
- **Light Pink**: Holiday College Closed
- **Medium Blue**: Start of Session
- **Orange**: End of Classes
- **Lilac**: Grades Due
- **Yellow**: Faculty Related
- **Black**: College Closed Summer Hours

<table>
<thead>
<tr>
<th>August</th>
<th>AY18-19 Dates</th>
<th></th>
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</tr>
</thead>
</table>
Automotive Collision Repair, AAS

Introduction

This is a proposal to offer the Automotive Collision Repair Technology, Associate of Applied Science degree in a Competency-Based Education (CBE) model and change the name of the program to Automotive Collision Repair.

The Automotive Collision Repair program prepares students for employment in the areas of basic mechanics, metal working, welding metals and plastics, damage analysis and structural repair, and preparation for painting repaired automobiles. Students also develop skills in the areas of communication, technical writing, and mathematics. Automotive collision repair technicians are hired by dealerships and independent auto body repair shops. An experienced technician with an AAS in Automotive Collision Repair may also choose to open a business, work as an insurance adjuster, or become a factory representative for industry suppliers.

Students who successfully complete this program will earn an AAS in Automotive Collision Repair as well as the I-CAR Pro Level 1 Non-structural Technician and Pro Level 1 Refinishing industry certifications.

Competency-Based Education

This program will be offered in a CBE format using a combination of traditional instruction, online instruction, and hands-on labs. CBE is a model of education that uses learning, not time, as the metric of student success. CBE programs measure learning and award academic credit based on demonstrated mastery of clearly-defined learning objectives, or competencies. In traditional education, time is fixed and mastery is variable. In CBE, mastery is fixed and time is variable.

Students in this program and will have extensive interaction with program personnel to ensure they stay on track with recommended progress benchmarks.

Grading

Students practice performing or explaining a skill or concept until they are ready to demonstrate competence. Each competency is evaluated individually and students are kept up to date on their progress through an online gradebook in Schoology, the college Learning Management System. Testing occurs when the students determine they are ready to prove that they have mastered the concept or skill. Students move to the next competency upon successful completion of that skill or concept. Upon successful completion of a course, a letter grade is awarded. Because mastery of a competency is required, official college transcripts for students successfully completing a CBE program will show an “A” or “B” in all program courses. If a
semester ends before completion of a course, the transcript will show an Incomplete (I) until the course is complete.

General Education courses will use traditional grading criteria as established in each of the respective courses and must be completed in the course-designated timeframe.

**Program Costs**

Subscription model—Degree-seeking students pay a flat fee for six months of time and must enroll in a minimum of 12 credit hours. However, students may complete as many credit hours as they’re able during that time. Some students may elect to accelerate through the program (saving time and/or money) while others may want to take more time. In the ACR program there are three, six-month subscription periods. Calculated using 2015-2016 tuition and fees, each subscription period cost is $2,670, which may be adjusted with changes in future approved tuition rates and program expenses. This amount includes all fees associated with the ACR program as well as the tuition for the General Education courses that are part of this degree program. Subscription periods may vary as the program evolves.

Based on 2015-16 rates, tuition and all fees associated with this program are: $8,010.00.

**Program Requirements**

- **General Education Credits: 15**
  - CIS 110 Introduction to Computer Information Systems, Credits 3
  - ENG 136 Technical/Professional Writing, Credits 3
  - BUE 175 Business Ethics, Credits 3
  - COM 121 Interpersonal Communications, Credits 3
  - ART 130 World Art History 1, Credits 3

- **Automotive Collision Repair Credits: 45**
  - ACR 100 Introduction to Automotive Collision, Credits 3
  - ACR 120 Automotive Welding and Cutting, Credits 6
  - ACR 130 Non-Structural Cosmetic Panel Repair, Credits 6
  - ACR 135 Automotive Glass, Credits 3
  - ACR 140 Plastic Bumper Repair and Adhesives, Credits 3
  - ACR 145 Cosmetic/Structural Panel Replacement, Credits 4
  - ACR 165 Frame/Unibody Measuring and Straightening, Credits 4
  - ACR 170 Fiberglass Cosmetic and Structural Repair, Credits 3
  - ACR 220 Automotive Refinishing, Credits 6
  - ACR 230 Detailing/Vehicle Delivery, Credits 3
  - ACR 250 Auto Collision Estimating, Credits 4
Substance Abuse Counseling, AA

Introduction

This is a proposal to offer the Chemical Dependency Studies, Associate of Arts degree in a Competency-Based Education (CBE) format and change the name of the program to Substance Abuse Counseling.

Substance Abuse Counseling prepares students to work with individuals, families, and groups to assist people recovering from substance use disorders or other damaging behavioral disorders such as gambling. These counselors teach people coping skills while facilitating cognitive and behavioral changes that will help clients create the lives they desire. Places of employment include behavioral health agencies, social service agencies, jails/prisons, prevention programs, residential treatment centers, transitional homes, or group homes.

Competency-Based Education

This degree will be offered in a CBE format. CBE is a model of education that uses learning, not time, as the metric of student success. CBE programs measure learning and award academic credit based on demonstrated mastery of clearly-defined learning objectives, or competencies. In traditional education, time is fixed and mastery is variable. In CBE, mastery is fixed and time is variable.

The SAC AA degree will be an online, asynchronous program enabling students to progress at their own pace and possibly reduce the amount of time needed to earn a degree. The CBE model assesses each competency and provides documentation about what the graduate is able to do. Collaboration with local employers and/or accrediting agencies ensure that appropriate, industry competencies are central to the program. This approach to learning is particularly well-suited for those students for whom work and family commitments make educational flexibility a priority, such as those who traditionally enroll in this program.

Grading

Students in competency-based programs are evaluated on their mastery of specific competencies. Students practice performing or explaining a skill or concept until they are ready to demonstrate competence. Each competency is evaluated individually and students are kept up to date on their progress through an online gradebook in Schoology, the college Learning Management System. Testing occurs when the students determine they are ready to prove that they have mastered the concept or skill. Students must score a minimum of 80% or better, depending upon the competency being evaluated, on all competencies. Students move to the next competency upon successful completion of that skill or concept. Upon successful
completion of a course, a letter grade is awarded. Because mastery of a competency is required, official college transcripts for students successfully completing a CBE program will show an “A” or “B” in all program courses. If a semester ends before completion of a course, the transcript will show an Incomplete (I) until the course is complete.

General Education courses will use traditional grading criteria as established in each of the respective courses and must be completed in the course-designated timeframe.

Program Costs

These CBE semesters start and end with the regular fall, spring and summer semester dates and students pay the approved standard tuition rate for all courses. However, the CBE courses differ from time-based courses because students progress through their program courses (not General Education courses) at their own pace during the semester.

Based on 2015-16 rates, tuition and all fees associated with this program are: $5,103.00.

Program Requirements

- General Education Credits from the AGEC-A: 35-39

- Special Requirements for the AGEC-A:
  PSY 101 Introduction to Psychology, Credits (3)
  SOC 131 Introduction to Sociology, Credits: (3)

- Additional General Education Requirements: 3
  NUT 203 Human Nutrition in Health and Disease, Credits (3)
  - or -
  PSY 135 Human Sexuality, Credits (3)

- Substance Abuse Counseling Requirements: 24
  SAC 101 Models of Treatment, Credits (3)
  SAC 111 Psychopharmacology, Credits (3)
  SAC 241 Disorders Co-Occurring with Substance Abuse, Credits (3)
  SAC 221 Cultural Diversity, Credits (3)
  SAC 252 Counseling Groups and Individuals, Credits (3)
  SAC 122 Ethics in Substance Abuse Treatment, Credits (3)
  SAC 262 Clinical Assessment, Credits (3)
  SAC 272 Service Coordination, Credits (3)
Investment Performance Analysis

2014
$3,000,000 invested in a rolling CD structure (CDARS) through Mohave State Bank. Only short term CD’s were chosen and blocks of CDs were rolled/reinvested every 90 days – 6 months.

For comparison reference, July 1, 2014 – December 31, 2014 paid $5080.25 interest, totaling $3,005,080.25

2015
The Board approved investing the $3,000,000 in to the State of Arizona LGIP (Investment Pool). The College funds were placed in “500 LGIP Medium.”

Investments are monitored daily with cash balances incorporated in to a weekly report. The State of Arizona issues monthly reports on all investment pools and underlying holdings. The December 31, 2015 report follows.
OFFICE OF THE ARIZONA STATE TREASURER

December 31, 2015
POOL 500 LGIP MED

### Net Yield

<table>
<thead>
<tr>
<th>Date</th>
<th>Net Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec-14</td>
<td>1.00</td>
</tr>
<tr>
<td>Jan-15</td>
<td>1.00</td>
</tr>
<tr>
<td>Feb-15</td>
<td>1.00</td>
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<tr>
<td>Mar-15</td>
<td>1.00</td>
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<tr>
<td>Apr-15</td>
<td>1.00</td>
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<tr>
<td>May-15</td>
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<tr>
<td>Jun-15</td>
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<td>Jul-15</td>
<td>1.00</td>
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<td>Aug-15</td>
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<td>Sep-15</td>
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<tr>
<td>Oct-15</td>
<td>1.00</td>
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<tr>
<td>Nov-15</td>
<td>1.00</td>
</tr>
<tr>
<td>Dec-15</td>
<td>1.00</td>
</tr>
</tbody>
</table>

#### Current Mth  Prior Mth  1 Year Ago

| POOL 500 LGIP MED | 1.13  | 1.23  | 0.96  |

### Asset Allocation

<table>
<thead>
<tr>
<th>Ending Market Value</th>
<th>POOL 500 LGIP MED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>240,988,783</td>
</tr>
</tbody>
</table>

#### Pie Chart

- Yankees 0.41%
- US Treasury 1.25%
- Mortgage pass-through 18.24%
- Agency 3.28%
- Asset Backed 13.87%
- CASH EQUIVALENT 16.25%
- Corporate 45.92%

### Net Asset Values over Time ($MM)

<table>
<thead>
<tr>
<th>Date</th>
<th>Net Asset Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan-15</td>
<td>265.32</td>
</tr>
<tr>
<td>Feb-15</td>
<td>265.47</td>
</tr>
<tr>
<td>Mar-15</td>
<td>266.99</td>
</tr>
<tr>
<td>Apr-15</td>
<td>268.11</td>
</tr>
<tr>
<td>May-15</td>
<td>268.13</td>
</tr>
<tr>
<td>Jun-15</td>
<td>262.93</td>
</tr>
<tr>
<td>Jul-15</td>
<td>239.99</td>
</tr>
<tr>
<td>Aug-15</td>
<td>240.99</td>
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<tr>
<td>Sep-15</td>
<td>242.65</td>
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<tr>
<td>Oct-15</td>
<td>243.64</td>
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<tr>
<td>Nov-15</td>
<td>244.45</td>
</tr>
<tr>
<td>Dec-15</td>
<td>240.99</td>
</tr>
</tbody>
</table>

### Top 10 Holdings

<table>
<thead>
<tr>
<th>Security Name</th>
<th>Ending Market Value</th>
<th>% of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOUTH STREET REPO</td>
<td>34,000,331</td>
<td>14.11</td>
</tr>
<tr>
<td>FNMA POOL AB5991</td>
<td>9,131,941</td>
<td>3.79</td>
</tr>
<tr>
<td>MERCK + CO INC</td>
<td>5,471,921</td>
<td>2.27</td>
</tr>
<tr>
<td>MICROSOFT CORP</td>
<td>5,045,343</td>
<td>2.09</td>
</tr>
<tr>
<td>ELI LILLY + CO</td>
<td>5,008,633</td>
<td>2.08</td>
</tr>
<tr>
<td>CHEVRON CORP</td>
<td>4,982,678</td>
<td>2.07</td>
</tr>
<tr>
<td>NISSAN MOTOR ACCEPTANCE</td>
<td>4,976,496</td>
<td>2.07</td>
</tr>
<tr>
<td>APPLE INC</td>
<td>4,966,796</td>
<td>2.06</td>
</tr>
<tr>
<td>FORD CREDIT FLOORPLAN MASTER O</td>
<td>4,963,803</td>
<td>2.06</td>
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<tr>
<td>TOYOTA MOTOR CREDIT CORP</td>
<td>4,944,951</td>
<td>2.05</td>
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</table>
Expenditures by Function - General and Capital Fund
January 31, 2016

<table>
<thead>
<tr>
<th>Function</th>
<th>Annual Budget</th>
<th>Year to Date Actual</th>
<th>Actual as % of Budget</th>
<th>Year to Date Prior Year</th>
<th>% Change Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>13,392,014</td>
<td>5,901,082</td>
<td>44%</td>
<td>6,168,688</td>
<td>-4%</td>
</tr>
<tr>
<td>Academic Support</td>
<td>3,368,619</td>
<td>1,846,416</td>
<td>55%</td>
<td>2,129,420</td>
<td>-13%</td>
</tr>
<tr>
<td>Student Services</td>
<td>3,847,490</td>
<td>1,864,354</td>
<td>48%</td>
<td>2,054,320</td>
<td>-9%</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>6,229,821</td>
<td>3,039,916</td>
<td>49%</td>
<td>3,220,138</td>
<td>-6%</td>
</tr>
<tr>
<td>Maintenance of Plant</td>
<td>8,019,790</td>
<td>2,976,258</td>
<td>37%</td>
<td>1,734,041</td>
<td>72%</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>1,000,000</td>
<td>762,243</td>
<td>76%</td>
<td>481,782</td>
<td>58%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>816,558</td>
<td>818,782</td>
<td>100%</td>
<td>73,376</td>
<td>1016%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>36,674,292</strong></td>
<td><strong>17,209,052</strong></td>
<td><strong>47%</strong></td>
<td><strong>15,861,765</strong></td>
<td><strong>8%</strong></td>
</tr>
</tbody>
</table>

**% Change Expenses**

-4%  -13%  -9%  -6%  72%  58%  1016%

**% of fiscal year complete**

- 44%
- 55%
- 48%
- 49%
- 37%
- 76%
- 100%
Primary Revenue Sources
January 31, 2016

58% of fiscal year completed

### Annual Budget vs. Year to Date Actual

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Annual Budget</th>
<th>Year to Date Actual</th>
<th>Actual as % of Budget</th>
<th>Year to Date Prior Year</th>
<th>% Change Revenue Received Current Year vs. Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>21,792,188</td>
<td>14,784,047</td>
<td>68%</td>
<td>13,444,044</td>
<td>10%</td>
</tr>
<tr>
<td>Tuition &amp; Fees</td>
<td>8,775,042</td>
<td>8,007,358</td>
<td>91%</td>
<td>8,372,406</td>
<td>-4%</td>
</tr>
<tr>
<td>State Appropriations</td>
<td>2,101,700</td>
<td>1,576,275</td>
<td>75%</td>
<td>1,672,777</td>
<td>-6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>32,668,930</strong></td>
<td><strong>24,367,680</strong></td>
<td><strong>75%</strong></td>
<td><strong>23,489,227</strong></td>
<td><strong>4%</strong></td>
</tr>
</tbody>
</table>

### Graphical Representation

- **Property Taxes**
  - **Annual Budget**: 21,792,188
  - **Year to Date Actual**: 14,784,047 (68%)
  - **Year to Date Prior Year**: 13,444,044
  - **% Change**: +10%

- **Tuition & Fees**
  - **Annual Budget**: 8,775,042
  - **Year to Date Actual**: 8,007,358 (91%)
  - **Year to Date Prior Year**: 8,372,406
  - **% Change**: -4%

- **State Appropriations**
  - **Annual Budget**: 2,101,700
  - **Year to Date Actual**: 1,576,275 (75%)
  - **Year to Date Prior Year**: 1,672,777
  - **% Change**: -6%

The graph shows the breakdown of primary revenue sources, with bars for each category comparing actual revenue to budgeted amounts and highlighting percentage completion for the fiscal year.
### Expenditures by Object - General and Capital Fund

**January 31, 2016**

58% of fiscal year completed

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>Year to Date Actual</th>
<th>Actual as % of Budget</th>
<th>Year to Date Prior Year</th>
<th>% Change Expenses Current Year vs. Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>15,977,617</td>
<td>8,168,175</td>
<td>51%</td>
<td>8,777,527</td>
<td>-7%</td>
</tr>
<tr>
<td>Benefits</td>
<td>4,973,859</td>
<td>2,529,852</td>
<td>51%</td>
<td>2,627,177</td>
<td>-4%</td>
</tr>
<tr>
<td>Comm. and Utilities</td>
<td>1,050,200</td>
<td>535,343</td>
<td>51%</td>
<td>583,348</td>
<td>-8%</td>
</tr>
<tr>
<td>Travel</td>
<td>424,286</td>
<td>116,281</td>
<td>27%</td>
<td>112,564</td>
<td>3%</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>2,574,885</td>
<td>1,509,155</td>
<td>59%</td>
<td>1,418,971</td>
<td>6%</td>
</tr>
<tr>
<td>Supplies and Materials</td>
<td>1,929,933</td>
<td>675,594</td>
<td>35%</td>
<td>624,480</td>
<td>8%</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>1,000,000</td>
<td>762,243</td>
<td>76%</td>
<td>481,782</td>
<td>58%</td>
</tr>
<tr>
<td>Fixed Charges</td>
<td>645,839</td>
<td>505,707</td>
<td>78%</td>
<td>517,006</td>
<td>-2%</td>
</tr>
<tr>
<td>Capital</td>
<td>4,964,941</td>
<td>1,479,648</td>
<td>30%</td>
<td>297,028</td>
<td>398%</td>
</tr>
<tr>
<td>Debt Service</td>
<td>816,558</td>
<td>818,782</td>
<td>100%</td>
<td>73,376</td>
<td>1016%</td>
</tr>
<tr>
<td>Other/Contingency</td>
<td>2,316,174</td>
<td>108,272</td>
<td>5%</td>
<td>348,506</td>
<td>-69%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>36,674,292</strong></td>
<td><strong>17,209,052</strong></td>
<td><strong>47%</strong></td>
<td><strong>15,861,765</strong></td>
<td><strong>8%</strong></td>
</tr>
</tbody>
</table>

- Annual Budget
- Year to Date Actual
- Year to Date Prior Year
- % Change Expenses

**Graphs:**
- Actual as % of Budget
- % of fiscal year complete
### Capital Expenditures by Function

**January 31, 2016**

<table>
<thead>
<tr>
<th>Function</th>
<th>Annual Budget</th>
<th>Year to Date</th>
<th>Actual</th>
<th>Actual as % of Budget</th>
<th>Year to Date Prior Year</th>
<th>% Change Expenses Current Year vs. Prior</th>
<th>Grant Funded Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>74,550</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>Academic Support</td>
<td>36,550</td>
<td>15,593</td>
<td>43%</td>
<td>25,706</td>
<td>-39%</td>
<td>0%</td>
<td>0</td>
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<tr>
<td>Student Services</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
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<tr>
<td>Institutional Support</td>
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<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Maintenance of Plant</td>
<td>4,918,391</td>
<td>1,464,055</td>
<td>30%</td>
<td>196,772</td>
<td>644%</td>
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<tr>
<td>Debt Service</td>
<td>816,558</td>
<td>818,782</td>
<td>100%</td>
<td>73,376</td>
<td>1016%</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>5,781,499</strong></td>
<td><strong>2,298,430</strong></td>
<td><strong>40%</strong></td>
<td><strong>370,404</strong></td>
<td><strong>521%</strong></td>
<td><strong>0%</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

**58% of fiscal year completed**

**Graphs:**
- **Annual Budget**
- **Year to Date Actual**
- **Year to Date Prior Year**
- **Grant Funded Expenses**

**Bar Graphs:**
- **Actual as % of Budget**
- **% of fiscal year complete**
Mohave Community College

Move to Fully Online Bookstore

Vendors Participating in the RFP process:

AKADÉMOS, Norwalk, CT – presented on campus
Barnes & Noble College, Flower Mound, TX –
eCampus.com, Lexington, KY – presented on campus
Follett Higher Education Group, Inc., Westchester, IL –
MBS Direct, Columbia, MO – presented on campus

If approved, eCampus.com will become MCC’s designated online textbook provider effective July 1, 2016, for a period of three years, with two additional one-year extensions if MCC chooses to extend. The transition process will begin shortly after the parties have signed the agreement.

Agreement Highlights:

- eCampus will
  - be the exclusive provider of virtual bookstore services
  - provide an MCC storefront on the eCampus website
  - provide customer and technical support services on a regular basis
  - provide a textbook adoption portal that includes accurate listings,
  - accept customer orders online, and via email, telephone or fax
  - provide remuneration to MCC based on eCampus sales and buy-backs
  - provide online buy-back opportunities
  - come to each of the three southern campuses to facilitate end of semester buy-back
  - waive shipping costs for eCampus purchases over $59.00
  - provide specific Market place information for students wishing to purchase outside eCampus
  - assist in current bookstore liquidation
  - provide textbook scholarships of $1,500 per semester
  - partner with MCC in promotional events up to $2,000 per year
  - assist with MCC’s student information system/eCampus.com virtual store technology integration costs up to $2,000
  - provide customized iPad kiosks to the three southern campuses, if MCC elects this option
MOHAVE COMMUNITY COLLEGE
Kingman, Arizona

REQUEST FOR PROPOSAL
ONLINE COLLEGE BOOKSTORE OPERATIONS/MANAGEMENT

Responses will be received at:
Mohave Community College
Office of the President
Attn: Amy Curley
1971 Jagerson Ave.
Kingman, AZ 86409

Proposals must be received at the above location by
4:00PM (AZ Time) January 6, 2016.

All questions concerning this RFP should be in writing and mailed, emailed or faxed to:

Christine Van Vleet, Director of Procurement
1971 Jagerson Ave.
Kingman, AZ 86409
Voice: 928-757-0819
Fax: 928-757-0814
CVanVleet@mohave.edu

This Request for Proposal creates no obligation on the part of the College to award a contract. Mohave Community College District reserves the right to reject any or all proposals or to cancel this Request for Proposal in whole or part at any time.

December 8, 2015
Request for Proposal
Mohave Community College
Online Bookstore

Mohave County Community College District ("College" or "District") is seeking proposals from qualified firms for the operation and management of the Mohave Community College Bookstore through an online bookstore.

The Mohave Community College Bookstore is currently contracted (i.e., operated and managed by a bookstore contract management firm.) The Bookstore consists of the following operations:

- Bullhead City Campus – Physical Location
- Kingman Campus – Virtual Services
- Lake Havasu City Campus – Virtual Services
- North Mohave Campus – Virtual Services

(Note: Throughout this RFP, the multiple Mohave Bookstore locations and programs are referred to collectively as the “Bookstore”.)

RFP Timeline:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP RELEASE</td>
<td>12-08-2015</td>
</tr>
<tr>
<td>Questions Due from Vendors</td>
<td>12-15-2015</td>
</tr>
<tr>
<td>Responses to Questions Posted</td>
<td>12-18-2015</td>
</tr>
<tr>
<td>Presentations Topics to be available on MCC website on or prior to</td>
<td>12-31-2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>1-06-2016</td>
</tr>
<tr>
<td>Proposals Reviewed by Evaluation Committee</td>
<td>1-07-2016</td>
</tr>
<tr>
<td>Presenters Notified by</td>
<td>1-08-2016</td>
</tr>
<tr>
<td>Presentations ninety - (90) minute presentations</td>
<td>1-15-2016</td>
</tr>
<tr>
<td>Planned Recommendation to the Governing Board</td>
<td>2-12-2016</td>
</tr>
</tbody>
</table>
Proposal Receipt:

The deadline for receipt of sealed proposals is January 06, 2016 at 4:00PM (Arizona Time). The outside of the package must clearly indicate “RFP 03-1516 / Online Bookstore” and the name of the Proposer. Sealed proposals must be send/delivered to:

Mohave Community College
Office of the President
Attn: Amy Curley
1971 Jagerson Ave.
Kingman, AZ 86409

Any proposal received after the date and time listed above will be returned unopened and will not be considered.

Proposal Copies:

One electronic (flash drive/memory stick) along with (1) original and eight (8) copies of the proposal should be submitted. See RFP Completion Checklist (Section 8) for further information.

Pre-Proposal Conference:  NONE

Questions and requests for Additional Information:

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by December 15, 2015 at 4:00 PM (Arizona Time).

Questions must be sent to the email address below and should include the specified Vendor’s name, and any question(s) should include a reference to the appropriate page and section number of the RFP. CVanVleet@mohave.edu (Christine Van Vleet)

Questions and answers will be posted on the Mohave Community College webpage listed below by December 18, 2015 at 5:00PM (Arizona Time):

Copies of the Request for Proposal, questions and answers, and any related documents are available on the Mohave Community College Website: http://www.mohave.edu/procurement.

This RFP will also be posted online at ProcureAZ and the Public Purchase website
Presentations:

After review of the Proposals, some prospective contractors will be invited to make oral presentations on January 15, 2016 in Kingman, Arizona. Vendors asked to present in Kingman, AZ, will be asked to address certain required topics. Presentation topics will be posted no later than December 31, 2015 on the Mohave Community College website. ([www.mohave.edu/procurement](http://www.mohave.edu/procurement)).

General Information:

Vendor’s proposals must remain in full effect and subject to acceptance by the College for one hundred twenty (120) days after the due date.

The College reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.

By submitting a Proposal, Vendor acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this Request for Proposals.

The terms "vendor", "proposer", "offerer", "firm", "consultant", "company" or "contractor" used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a Proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

NOTE: To simplify the College’s review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Section 2, "Technical Proposal Submittal Requirements." In addition, the Non-Collusion Affidavit and the Conflict of Interest Disclosure must be completed and signed by an authorized company representative.
Section I - Introduction

1. Invitation

Mohave Community College District (“College” or “District”) invites your firm to submit a Proposal for Management and Operation of a full-service online Mohave Community College (MCC) Bookstore. This Request for Proposal (RFP) process will determine if there is a creative and dynamic online bookstore firm capable of working closely with Mohave Community College to create a full-service online Bookstore to serve the Mohave Community College community.

2. Current Bookstore Operation

The Mohave Community College Bookstore is currently contracted (i.e., operated and managed by a contract firm). The Bookstore consists of an Online Bookstore for all students wherever located and a physical presence (traditional bookstore operation) at the Bullhead City Campus.

3. Proposal Criteria

The criteria that will be used to evaluate Proposals include, but are not limited to, the elements of a full-service online college bookstore: a financial stability and long-term viability, a business model that supports a fully online bookstore with textbook for sale, rental and online textbook services, current web technology and prompt and effective technology support including interface with the College’s student information system, excellent customer service, third-party billing (Financial Aid, Veteran’s Benefits, other scholarships) including grant/vouchers and money orders, efficient product ordering and delivery, marketing the College brand, reliable processes and responsive communication. Specific proposal requests are set forth in Section 2 - Proposal Submittal Requirements.

Upon invitation to present on January 15, 2016, vendors will be expected to guide the College evaluation team through web and other processes described in the Presentation Topics that will be released no later than December 31, 2015 on the College website. Presentation will be limited to ninety (90) minutes, including Questions/Answers time.

Section 2 - Technical Proposal Submittal Requirements

(Note: To simplify the College's review process, the format for all Proposals must be consistent with the information requested below.)

2.1 Company History and Background

a. Describe your company's qualifications and experience providing an online college/university bookstore, including years in business.
   i. Describe your company's experience serving small rural community colleges and colleges with multi-campuses.
b. Provide a client list that includes length of service, sales volume, and the name and telephone number of the college or university administrator responsible for the book orders. Identify at least five (5) clients with online needs similar in nature to Mohave Community College.

c. Provide a Discontinued Client list of all college and university accounts that were canceled or not renewed during the past five years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college or university administrator responsible for the bookstore.

d. Include with this proposal your company's audited financial statements for the past two (2) years along with your company's prospectus.

2.2 Operations

a. Describe your company’s management and operations plan for operation of the Mohave Community College Online Bookstore/Web site.

b. Describe the process and timeline your company will follow to transition from the College’s current Bookstore to become fully operational by July 1, 2016, including how you will have textbooks ordered for the Fall Semester of 2016.

c. Describe the formula your company proposes to use to determine textbook purchase rebate payments to the College.

d. Describe in detail your company’s experience with payment cards (e.g., Higher One), credit cards, third party pay, vouchers, and any other forms of non-traditional online payment methods.

2.3 Customer Service

a. Describe your company's customer service program, including a detailed description of how your company will provide excellent customer service at its online site.

b. Describe the methods your company will use to obtain regular feedback from Community College Online Bookstore customers to ensure a high level of customer satisfaction.

c. Describe your process for maintaining a continued, open communication (liaison) line with the College administration.

d. Describe the process of implementation and communication arising in changes/improvements made as a result of customer feedback, both in general and as it will be used at MCC.

e. Describe the process of how the Bookstore works with Veterans Benefits and other Financial Aid (loan, grant, scholarship) recipients and the College to assure course materials can be obtained in a timely manner, even though payment may not have been received from the student’s funding source.

f. Describe your refund policy for course materials, new textbooks, used textbooks, bundled
packages, course packs, etc., and general merchandise:
i. Describe the process a student must follow to ask for a refund
ii. Describe the turnaround time in returning an item and receiving a refund
iii. Describe how (tender) students will receive their refund
iv. Describe who pays the shipping for a refunded item in general

g. Describe your process where a student has received the wrong textbook or class materials:
i. Describe the process a student must follow to correct the error
ii. Describe the turnaround time in returning an item and receiving the correct item, with and without additional payment or payment return
iii. Describe how students will receive their refund or make payment
iv. Describe who pays the shipping for an error of this sort.

h. Describe your customer support for the online Mohave Community College Bookstore.
i. What process do customers follow to get support using the Bookstore webpage?
ii. What is the turnaround time?
iii. What is the availability of online support staff, e.g., 24/7?

i. Describe your process for receiving and managing the upcoming semester’s book list for offered courses. In addition,
i. Describe your process for handling dual enrollment orders, including payment and shipment options.
ii. Describe your process for handling classroom set packs including how you provide for students who do not wish to purchase the whole package.
iii. Describe your process for providing instructor desk copies

2.4 Textbooks / Course Materials

a. Describe how you will develop strong relationships with faculty and the College’s Instruction Department and your plans to market/promote textbooks to students.

b. Describe in detail the textbook/course materials services and programs that your company will provide to Mohave Community College Faculty and Students (e.g., textbook reservation program, online adoption program, payment options, registration integration program, etc.).

c. Describe how you provide the changing types of course materials and changes to the delivery of course materials, including digital course materials, digital textbooks, textbook rental programs, etc., assuring that students have multiple options in selecting their text materials.

d. Describe your process ensuring course packs contain the correct (item and edition) requested material
e. Describe your company's process for providing a full line of textbook/course materials services (including art materials such as blocks of clay) to the students at MCC via an online presence and in a timely and cost-efficient manner.

f. Provide a detailed description of your sources for used textbooks.
g. Describe how students would participate in a buy-back program, including any incentives or programs that would allow for buy-back prices that are greater than wholesale prices and obtain refunds

i. State your process for how students communicate with the bookstore regarding a desire to participate in the buy-back program.

ii. State your process for how students return textbooks to the Bookstore (for example, will you provide free shipping, shipping envelopes, will you have a representative physically at each campus, etc.)

iii. State your process for how payment for buy-back is made to students

h. What process does your company follow to ensure that textbooks/materials are available prior to the start of classes for each term/module? Describe that process from start (materials/text information to the bookstore) to finish (books available to students for purchase, rent, etc.).

i. Describe your process for working with the College to determine textbook addition, availability and selection.

2.5 Pricing Policies

a. Detail your pricing policies for textbooks and course materials and explain your company's plans to address the pricing concerns of students at Mohave Community College.

b. Describe your pricing policies for general (all other) merchandise and explain your company's plans to address the pricing concerns of students at Mohave Community College.

c. Describe your pricing/shipping cost structure

2.6 General Merchandise and Marketing

a. Describe your plans for new product lines or services to be offered at the online Mohave Community College Bookstore, including an emphasis on products and services that will meet the needs of Mohave Community College.

b. Provide a detailed description of your process for implementing the sales of Mohave Community College emblematic/logo merchandise, clothing and gifts.

c. Describe how you will market and sell school and office supplies, computer peripherals, computer supplies and computer software, if any

d. Describe your company's marketing/advertising plan for the Mohave Community College Online Bookstore

e. Describe how your company will provide graduation regalia for students, staff and faculty to be purchased and/or rented in a timely and cost efficient manner

f. Describe the process for ordering, receiving, returning graduation regalia.
g. Describe how you will promote and brand Mohave Community College by offering a selection of high quality logo/emblematic clothing and gifts at fair prices and multiple price points.

h. Describe how you will market the Mohave Community College Online Bookstore through multiple channels including the Mohave Community College website.

i. Describe how you will take advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of Mohave Community College, including how the Bookstore would partner with MCC to offer promotional items to MCC students.

2.7 Tender Types

a. Describe the tender types your company will accept at the Mohave Community College Online Bookstore.

b. Describe your process for supporting Financial Aid, Veterans Affairs, emergency loans and other funding loan programs the College provides.

2.8 Technology

a. Describe your process for maintaining a 24/7 Web-site that provides for:

- Textbook reservation program
- Online textbook ordering program
- Online textbook adoption program
- Ordering Program for general merchandise (i.e., emblematic clothing and gifts)
- Online Book grant (credit systems)

b. Provide your website’s uptime (service level) for the past two years

c. Identify other schools that have required Jenzabar EX integration with your online Bookstore

d. Describe the process you will use to ensure full integration with the College’s student information system (Jenzabar EX) so that students can access course material information from the College’s student web portal.

e. Describe how your company will implement the Migration process and give a timeline for the integration to be completed and walk the College through the “transition” process. Please provide information on how your company will be ready to process book orders beginning April 15, 2016.

2.9 Additional Information

a. Provide the College with other information you feel is pertinent.

b. Provide a copy of your current Standard Contract.
2.10 Exceptions to the RFP

Identify any exceptions to the RFP that are included in your proposal. (Note: One of the College’s evaluation criteria as outlined in this RFP is “Contractors Conformance to RFP specifications, requirements, terms, conditions, and provisions.”)

Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

Section 3 –Contract Terms and Conditions

3.1 Term

a. The term of the Contract (to be prepared by the College and signed by the College and the selected contractor) will be for approximately three (3) years, beginning July 1, 2016 and ending June 30, 2019. The contract shall be renewable at the end of the initial three years for the period of and addition two years, unless the College provides the contractor with ninety (90) days written notice of non-renewal prior to the expiration of the term or renewal term.

3.2 Termination

a. The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of a bookstore serving Mohave Community College. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the College’s selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the “Default Notice”) from the College to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then the College may terminate the contract by providing the contractor with written notice (the “Termination Notice”).

b. The College may terminate the contract at any time by providing the contractor with ninety (90) days written notice.

3.3 Contract Administrator

a. The College's Chief Business Officer or designee will be the Contract Administrator for any Agreement that results from this Request for Proposal. The individual will be the point of contact at Mohave Community College for day-to-day operations.

3.4 Assignment Of Contract

a. The contractor will not be permitted to assign the contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the College, and then only subject to such conditions as the College may prescribe.
3.5 **Compliance With All Laws**

a. The contractor shall comply with all laws, ordinances, rules, orders and regulations of federal, state and municipal governments and of any and all of their departments, divisions, bureaus and subdivisions, applicable to the operations of the Bookstore.

3.6 **Governing Law**

The Governing Law for this contract will be the State of Arizona.

*Section 4 - Proposal Preparation and Submittal*

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the Office of the President by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

The firm must submit one electronic (flash drive/memory stick), one (1) original copy of the proposal (clearly marked "Original") as well as eight (8) additional copies (clearly marked "Copy") as specified on page 2 of this proposal.

All proposals must be typewritten on standard paper size (8-1/2 x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm's proposal should be organized in sections as outlined below:

1. **Cover Letter**

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.
2. **Response to Scope of Work**
   Responses must be clear and thorough, concise and written in plain, easy to understand language.

   To simplify the College Administration's review process and to assist with making a valid comparison between the Proposals, the format for all Proposals must be consistent with the format in Sections 2, "Technical Proposal Submittal Requirements". In addition, the Proposal Form must be signed by an authorized company representative.

3. **Appendix**
   The Proposal Appendix must include:
   
   a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.

   b. Audited financial statements for the past two (2) years (at minimum an Income Statement, Cash Flow Statement and Balance Sheet are required). (All financial materials submitted will be handled as confidential to the extent possible by law).

   c. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past three years as it may relate to the successful completion of this Project.

   d. If the firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, the firm agrees to provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

   e. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.

   **Section 5 -Selection and Contract Award**

   Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Award.

   Selected vendors will be required to make on-site oral and visual presentations or demonstrations in Kingman, AZ at the request of the College. The College will schedule the time and location for any presentations. Costs and
equipment for such presentations are the responsibility of the vendor.

*Note: Please see the attached “Presentation Matrix” for items that will be required should your company be selected to make an on-site presentation.

Proposals will be reviewed by an evaluation committee and will be evaluated based on the criteria identified in Section 1 of the RFP.

**Section 6 – General Terms And Conditions**

1. **Proposal Opening.** Proposals are opened publicly in the Office of President. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. Only the names of the submitting firms shall be publicly announced at the proposal opening. No other information will be released until time of award. Proposal results will not be given in response to telephone inquiries. The list of firms or persons submitting proposals is available to anyone who submitted a proposal by sending a written request to the Director of Procurement.

2. **Effective Period of Proposals.** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFP to be valid and irrevocable for one hundred and twenty (120) days after the proposal due date and time. Any firm who does not agree to this condition shall specifically communicate such disagreement in its proposal to the College, along with any proposed alternatives. The College may accept or reject such proposed alternatives without further notification or explanation.

3. **Alternate Offers.** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of purchase.

4. **Inquiries/Questions.** Only questions answered by a formal written amendment to the RFP will be binding. Firms may only submit written questions as noted on page 1. Oral interpretations or clarifications will be without legal effect.

5. **Addenda.** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Department. Any addendum will be posted on the College’s webpage and other websites as listed on page 1 of this RFP. Other than official numbered addenda issued by the Procurement Department, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this RFP are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.

6. **Withdrawal.** Proposals may be withdrawn until the date and time of proposal opening. Proposals may not be withdrawn for one hundred twenty (120) days after proposal opening.

7. **Cancellation.** The College may cancel an RFP in whole or in part if it is determined to be in the best interest of the College.
8. **Acceptance or Rejection of Proposals.** The College reserves the right to waive any formalities and to reject any or all proposals or any part(s) thereof, and/or to accept any proposal or any part thereof and/or to cancel the request for proposal.

9. **Public Information.** The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment and explanations submitted in response to this RFP shall become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor and will be returned to the vendor after the award upon request.

10. **Proprietary Information.** If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be packaged separately from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. If such restriction impedes the consideration of the firm's proposal, the Purchasing Manager may disqualify the proposal.

11. **Right to Use College Name Denied.** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.

12. **Pre-proposal Conference.** If scheduled, the date and time of a pre-proposal conference is indicated on page 3 of this document. Attendance at this conference, if mandatory, if so noted. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstandings. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this RFP. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-proposal Conference, questions may be submitted in writing via e-mail as noted on page 3.

13. **Proposal, General Provisions.**

   a. **Offer and Acceptance.** A response to the RFP is an offer to contract with the College based on the provisions contained in the RFP. An authorized signature on the cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell goods or services specified and accept the terms of the subsequent contract, which shall incorporate this RFP.

   b. **Cost of Preparation.** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal shall be entirely the responsibility of the contractor and does not commit Mohave Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements and any other costs.

   c. **Accuracy.** It is the responsibility of all firms to examine the entire RFP document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a
Negligence in preparing a proposal confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal and may result in rejection.

14. **Waiver of Damage Claim.** Each firm, in submitting a proposal, is deemed to have waived any claims for damages by reason of the selection of another proposal and/or the rejection of his/her proposal.

15. **Responsibility for Compliance with Legal Requirements.** The contractor shall comply with all state and federal laws applicable to its operations.

16. **Law Forum.** A contract resulting from this RFP shall be governed, and the College and contractor shall have all remedies afforded to each, by the law of the State of Arizona. State law claims shall be brought only in Mohave County Superior Court.

17. **Non-discrimination.** During performance of a contract, the vendor will comply with provisions of the Civil Rights Act of 1964, Executive Order No. 11246 of September 24, 1965; rules, regulations and relevant orders of the Secretary of Labor and all applicable Municipal, County and State laws.

18. **Americans with Disabilities Act.** The contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

19. **Confidentiality.** The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the College, the contractor shall not publish, reproduce or otherwise divulge such information in whole, or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, to those employees on staff who must have the information on a "need- to-know" basis, and the contractor agrees to immediately notify the College, in writing, in the event it is determined, or there is reason to suspect, a breach of confidence has occurred. Execution of a confidentiality agreement will be required of the successful contractor.
Section 7 – Indemnification

1. Indemnification

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the College, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor’s duty to defend, hold harmless and indemnify the College, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The contractor shall hold the District, its officers and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.
RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the vendor to submit complete and compliant proposals.

- Cover Letter
- Qualifications
- Technical Proposal
- Cost Proposal
- Non-collusion Affidavit
- Conflict of Interest Disclosure
Non-collusion Affidavit
(must be completed by contractor)

STATE OF: )
 )
COUNTY OF: ) SS
 )

___________________________________________________________
(Name of Individual)

being first duly sworn upon oath deposes and

says: That he/she is

___________________________________________________________
(Title)
Of_______________________________________________________
(Name of Company, Firm or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before
me this _______ day of ___________ 20____ (Signature)

My commission expires __________________________

If a Corporation (Seal)

___________________________________________________________
Notary
Public
Conflict of Interest Disclosure

All vendors must disclose with their proposals the name of any officer, director or agent who is also an employee of the College or any of its agencies. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest in the vendor or any of its branches.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Description of Conflict of Interest</th>
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RFP 03-1516
Online Bookstore
PRESENTATION TOPICS

December 23, 2015

RFP - ONLINE BOOKSTORE PRESENTATIONS TOPICS - January 15, 2016

The College has set aside Friday, January 15 for presentations from the top vendors selected based on their written proposals. Presentations will be kept at ninety minutes, including time for Q and A. If your company receives an invitation to present your Fully Online Bookstore to Mohave Community College, notice will be sent via email following the initial review of the proposals received.

Presentations should include Your Company Bookstore @ Mohave Community College website views that demonstrate access, communication, customer service, support, textbook/course materials pre-order process as completed by department of instruction personnel, and student textbook purchase, rental, online access, buy-back and return (rental, wrong book, dropped class) processes. Specifically:

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<th>PLEASE DEMONSTRATE THE FOLLOWING PROCESSES:</th>
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<td><strong>1. Transition to your company:</strong> Should Mohave Community College transition from its current Bookstore to your company, MCC must be assured that the course adoption process for the Fall 2016 semester will be in place by mid-April, 2016, and that students will have ample time to order course materials prior to the start of the fall semester in August, 2016, including having all technology scripting, links and adaptations in place.</td>
</tr>
<tr>
<td>a. Present the timeline showing how your company will be ready to meet dates specified above.</td>
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<td>b. Demonstrate how you have handled similar transitions for other clients, particularly community colleges.</td>
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<tr>
<td>c. Demonstrate how you plan to work with the current Bookstore vendor to handle student textbook buybacks from the summer 2016 session.</td>
</tr>
<tr>
<td>d. Demonstrate how your company will work with the College and the current vendor to handle current stock on hand.</td>
</tr>
</tbody>
</table>

| **2. The online course materials adoption process:** Mohave Community College uses the same course materials for all course sections. Generally, an office of instruction designee will be the person who submits course material information for each semester or session. |
| a. What does the course adoption process look like: how is the College expected to share course material information with the Bookstore? What is the process where there are no changes? How does the Bookstore determine how many books to have available? |
| b. What is the Bookstore’s process from adoption notification to availability to students for ordering as far as assuring availability? |
| c. How does the Bookstore communicate edition challenges to the College? |
| d. What is the Bookstore’s process for finding earlier edition materials if that is the College’s request? (Note: As a general rule, the College does NOT change editions mid-year; edition changes happen for the Fall semester.) |
| e. | What is the process for notifying the College/students when course materials are on back order or unavailable? |
| f. | What is the process for handling course packs? |
| g. | Show the mechanics for making last minute changes to course materials adoptations? |
| h. | Demonstrate the process for correcting Bookstore mistakes regarding course material adoptations. |

3. **Your Online Bookstore @ Mohave Community College (MCC) Website**: Mohave Community College can provide a link from its webpages to your company’s MCC web pages, and needs to be able to link to specific course materials from MCC’s student enrollment site.

   a. Demonstrate what the MCC online bookstore will look like to students browsing and shopping
   b. Demonstrate how students locate course materials for specific courses on the Bookstore Website
   c. Demonstrate how students reserve, buy (new, used, e-book) and rent course materials using your online Bookstore website:
      i. Demonstrate the shipping process: cost, options for delivery of materials (to individuals, in bulk to the campus, express delivery options, notification to students that material has shipped)
      ii. Demonstrate how students can pay for their course materials via the Online Bookstore and show what options they have for payment.
      iii. Demonstrate how students who have Financial Aid, Veteran’s Benefits, Scholarships or other third party payers purchase/rent course materials.
      iv. Demonstrate how faculty and staff can order academic regalia, with both purchase and rental options, including cost of rentals. Include how regalia is expected to be returned and in what timeframe.
   f. Demonstrate how the College can pull specific course textbook materials from the Bookstore website to its student registration/enrollment portal (Student Information System is Jenzabar EX) and to each specific course section to meet the statutory requirements that the College provide textbook information and cost for all courses.
   g. Demonstrate how faculty can use your website to get up-to-date information on relevant course materials (including cost to students and packaging options), including upcoming editions, other textbook options, etc.

4. **Customer Service**

   a. Demonstrate how students can get help searching for, ordering or paying for course materials.
      i. Show how students get information about receiving assistance as well as how students can receive assistance, and the timeliness of the assistance.
   b. Demonstrate how students return course materials:
      i. Demonstrate your process when a student drops a class and wants to return course materials for a full refund.
      ii. Demonstrate your customer service process when a student ordered the correct course materials but was sent the wrong course materials (error on the part of the Bookstore). How are shipping costs handled? How is the matter expedited?
      iii. Demonstrate your buy-back program: How do students participate? How is the value calculated? How are payments made? Who pays for shipping the materials to the Bookstore?
   c. Demonstrate how students and faculty file a complaint, offer a suggestion or communicate to the Bookstore regarding other matters? What is your turn-around time from communication to response? What is your turn-around time from communication to fixing the problem? Show how you manage communication during this process.
   d. Show what type of customer services and sales reports are available to the college, and how they are provided (web access, email, etc.): Sales, types of sales/rentals, buy backs, customer complaints, etc.
   e. Demonstrate your plan for continued and ongoing communication regarding Bookstore matters, including sales, service, contract, etc., with the MCC administration

5. **Marketing and Student/Faculty Promotions**

   a. Demonstrate how your company will market a new Bookstore opportunity to Mohave Community College students and faculty.
      i. Show examples of how your company will reach out to MCC students using various social media
and other communication means during an initial kick-off program.

ii. Show how you communicate with students to remind them of upcoming important dates such as rental returns due, buy back dates, special offers, sales, cap & gown availability, etc.

iii. Demonstrate how you will survey students and others at MCC regarding services, products, customer service, etc.

b. Present how your company will promote planned Bookstore and/or College promotions.
   i. Demonstrate how your company has sponsored/offered promotions with other clients and how you will sponsor and offer promotional activities with MCC.

6. Technology
   a. Demonstrate how the Bookstore will link to MCC’s student information system, particularly the course enrollment process to provide course text materials and costs, including those courses where open resources are used and students are not required to purchase course materials.
   
b. Demonstrate how your company techs will work with the college’s techs (or tech support from our SIS) to set up and maintain necessary links and scripting needed so students can access textbook information through the SIS web link.
MOHAVE COMMUNITY COLLEGE
Kingman, Arizona

REQUEST FOR PROPOSAL
INSURANCE BROKER / CONSULTING SERVICES

Responses will be received at:
Mohave Community College
Office of the President
Attn: Amy Curley
1971 Jagerson Ave.
Kingman, AZ 86409

Proposals must be received at the above location by
4:00PM (AZ Time) February 10, 2016.

All questions concerning this RFP should be in writing
and mailed, emailed or faxed to:

Christine Van Vleet, Director of Procurement
1971 Jagerson Ave.
Kingman, AZ 86409
Voice: 928-757-0819
Fax: 928-757-0814
CVanVleet@mohave.edu

This Request for Proposal creates no obligation on the part of the College to award
a contract. Mohave Community College reserves the right to reject any or all
proposals or to cancel this Request for Proposal in whole or part at any time.

January 28, 2016
NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. RFP 04-1516

RELEASE DATE: THURSDAY, JAN. 28, 2016

PROPOSAL DUE DATE: WEDNESDAY
FEB. 10, 2016
4:00 PM (AZ time)

LOCATION: Mohave Community College
1971 Jagerson Ave.
Kingman, AZ, 86409

MATERIAL AND/OR SERVICE: Community College Insurance Broker/Consulting Services

Notice is hereby given that Mohave Community College is soliciting proposals for Insurance Broker/Consulting Services. Offerors are strongly encouraged to carefully read the entire Request for Proposal.

Proposals must be in the actual possession of Mohave Community College on or prior to the exact time and date indicated above. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Proposals must be submitted in a sealed envelope properly addressed to Mohave Community College, Attention: Amy Curley with Request for Proposals, the Proposal Number, Proposal Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. The College will not be responsible for late delivery of improperly addressed envelopes. All proposals must be completed in ink or typewritten and a complete Request for Proposal returned along with the offer by the time and date cited above. All proposals must be signed by an official of the firm.

Mohave Community College reserves the right to accept or reject any and all proposals or any part thereof, unless specified otherwise, and to waive any minor informalities in any proposal, deemed to be in the best interest of the College.

After contract award, the proposals shall be open for public inspection except to the extent the offeror designates, and the College concurs, that trade secrets or other proprietary data remain confidential. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission.

Any question related to this Request for Proposals shall be directed to the contact person whose name appears below.

CONTACT PERSON:
Christine Van Vleet
Director of Procurement
Tele: (928) 757-0819 Fax: (928) 757-0814
cvanvleet@mohave.edu
CERTIFICATION

By submission of a proposal, the offeror certifies that:

The prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other offeror. You must sign and return with your proposal the attached Non-Collusion Affidavit and the Conflict of Interest Disclosure.

If awarded a contract, the offeror agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability, age or national origin.

If awarded a contract, the offeror agrees that all individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, age, disability, or national origin (including language minority individuals).

DIRECTIONS FOR SUBMITTING COMPETITIVE SEALED PROPOSALS

Firm/individual submitting a proposal must be a broker who will solicit, evaluate, tabulate and award insurance companies our contract. The contracts must be in accordance with all state and federal guidelines and must serve the interests of Mohave Community College.

Proposals shall be submitted with one original and four (4) copies in the format and order contained in the Request for Proposals, plus one share drive containing the electronic version of the entire proposal. Any pertinent information the firm would like to provide outside the scope of services needs to be indicated as an attachment to the proposal.

The fee portion (compensation schedule) of the proposal must be in a separately sealed envelope. No mention of the fee should appear in the main documents of the Request for Proposal. The “FEE” envelopes will not be opened until proposals have been ranked.

Telephoned, telegraphed, faxed or emailed proposals will NOT be accepted.

PROPOSALS

A. The submission of a proposal shall indicate that the offeror has read the terms and conditions, understands the requirements and that the offeror can supply the required personnel and services.

B. No alterations, erasures or additions are to be made unless initialed in ink. All information contained in the proposal must be legible, typewritten if possible. Illegible or vague proposals may be rejected.

C. Failure to examine any specifications or requirements shall be at the offeror's risk.

D. It is mutually understood that the successful firm shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order or contract, or their right, title or interest therein, or power to execute such purchase order or contract without the prior written consent of Mohave Community College.
E. All proposals must be submitted in the format determined under the Proposal Requirement section. All information required in the Request for Proposal must be given to constitute an acceptable proposal.

F. Time received will be noted on all proposals. The proposals shall be accepted up to, and no later than, the time indicated in this invitation. Those received after this time will be recorded and returned unopened. The offeror will assume responsibility for deliver on time at the place specified, whether sent by mail or delivered in person.

G. All information required by the proposal should be typewritten and must be legible. Illegible or vague proposals will be rejected.

H. In submitting this proposal, the proposer agrees that the costs of preparation and submission thereof are to be borne by the proposing organization. If this Request for Proposal is canceled for whatever reason, such costs cannot be charged to Mohave Community College.

I. Firms shall hold the College’s officers, agents, and/or employees free and harmless from and against any and all liability, including cost of claims, suits, and counsel fees arising from growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance, including freight letters patents, furnished as a result of this Request for Proposal.

GENERAL INFORMATION

Any formal written protest arising from the solicitation and/or award of this Request for Proposals shall be filed with Christine Van Vleet, Mohave Community College Procurement Officer. Written protest relating to the initial solicitation must be filed with the Procurement Officer prior to proposal opening. All other protests must be filed within 10 calendar days of Notice to Award. Contact with the Procurement Officer may be made at (928) 757-0819 for the information required in the filing of a formal written protest pursuant to whatever section is in our Procurement manual. The protest must include: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or its representative; (3) identification of the proposal title and number and date of bid closing; (4) a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and (5) the form of relief requested.

Any proposal may be withdrawn by the offeror at any time prior to the time and date set for proposal opening. After the time and date set for proposal opening, no proposal may be withdrawn for a period of ninety (90) days.

AWARDS

A. The award will be made in such a way that will best promote the College’s interest, taking into consideration the qualifications of the firm submitting the proposal; the responsiveness of the proposal in meeting the requirements and
specifications; the quality of the services to be furnished, and their conformity to the specifications; contractual requirements, and any additional specific criteria for evaluation included in the Request for Proposal. Only the College is in a position to determine its own interest; therefore, the College shall be the sole judge in determining the quality and appropriateness of the products, materials, or services proposed. The College’s decision shall be final.

B. The College reserves the right to make awards at any time within ninety (90) days after the date of the opening, during which period proposals may not be withdrawn unless authorized by the College.

C. The College reserves the right to reject any or all proposals or any part thereof; or to waive any information when deemed to be in the best interest of the College.

**CONTRACT**

A. If the offeror will require Mohave Community College to sign a contract, then a copy of your contract must be included with the proposal for submission to the governing board for approval.

B. Nonperformance of contract will give sufficient cause for Mohave Community College to cancel the contract. Nonperformance shall be construed to include, but is not restricted to, failure of successful firm to deliver in the time specified, or in the manner required.

C. Termination of Contract: Mohave Community College reserves the right to terminate any resulting order or contract upon thirty (30) days written notice. Unless otherwise prohibited by State law, the College will be responsible only for those services that have been delivered and accepted to the date of termination. In the event of such action, the firm will comply immediately and provide the necessary best effort to transfer records and historical data to the College and/or succeeding firm.

D. The College may cancel any contract without penalty or further obligation.

E. Multi-Year Contract: It is the intent of Mohave Community College to award a multi-year contract for services as requested beginning in July 1, 2016 through June 30, 2019, with the option of two one-year extensions allowable.

**DELIVERY OF SERVICES**

Since response time is of the essence for insurance services, assignments must be completed within times agreed to by the offeror. Decisions as to compliance with contract services and times will be made by the College and shall be final.

**RELEASE OF REQUEST**

Mohave Community College posts all RFP’s on the ProcureAZ and Public Purchase sites. Solicitations are also posted on the College website at www.mohave.edu/procurement.
PROPOSAL REQUIREMENTS

In order for your proposal to be considered, it must include the following:

A. A signed letter of interest, stating the firm’s or individual’s interest and qualifications in providing these services; a brief history of the vendor/company, the names of key individuals who will be assigned to work with the College; professional organizations in which the company is active; publications or other media to which the company has contributed and any other accomplishments pertinent to the College’s needs.

B. Summary of the firm’s experience on similar types and sizes of engagements.

C. A statement indicating that the firm or individual has a clear understanding of the services to be provided. Offerors must list any subject matter or area (as related to the scope of work) in which the firm or individual could not represent Mohave Community College.

D. Resources of the firm (e.g., number of partners, associates, clerical staff, etc.).

E. Client references (minimum of four), especially colleges, other local school districts and governmental agencies. The list must include the organization’s name, address, telephone number and individual to contact.

F. Professional memberships, certifications, licenses (especially as related to insurance services).

EVALUATION AND CRITERIA

Proposals will be evaluated on the basis of the firm’s/individual’s demonstrated competence and qualifications. The criteria for evaluation will include, but not necessarily be limited to, the following:

A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the Request for Proposal.

B. Previous experience of the vendor, in general, as well as that of the individual(s) assigned to work with Mohave Community College.

C. Qualifications of the vendor, financial and otherwise, to provide Mohave Community College with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.

D. The College’s assessment of the vendor’s abilities to meet and satisfy the needs of the College, taking into consideration additional services or expertise offered, that exceed the requirements, or the vendor’s inability to meet some of the requirements of the specifications. A local representative in the Kingman area who is willing to assist, as needed, is an important component of the evaluation.
E. Also considered is the relevancy to Mohave Community College, and appropriateness of firm’s affiliations, professional memberships, professional and staff training programs, publications and other contributions.

F. Information obtained by the College from firm’s references or other clients.

Mohave Community College reserves the right to review the qualifications of and to approve in advance, any employee within the firm who is assigned to provide consulting services to the College.

Representatives of Mohave Community College will evaluate the proposals. Interviews may be conducted if deemed necessary by the representatives evaluating the proposals.

The award may be made to the offeror(s) determined by Mohave Community College to be best qualified, based upon the evaluation factors included in the specifications. The College representatives may conduct discussions with one or more firms/individuals to further determine the firm’s/individual’s qualifications. The discussions will not disclose any information derived from proposals submitted by other offeror(s). A multiple award may be made by the College in order to obtain the services it deems necessary, and in the best interest of the College.

Proposals and other materials submitted shall become the property of Mohave Community College. The College shall bear no cost for proposals or presentations on the part of the firm.

Discussions with selected firms may be held as part of the evaluation procedure for this RFP. Firms invited for discussion will be given the opportunity to submit a “best and final offer”. If oral interviews are held, best and final offers will be requested in writing by the College purchasing department.

The best and final offers provide the opportunity for the offeror to revise the proposed fee for the services based on additional information gathered at the interviews. If best and final offers are not submitted or previous offers are not withdrawn, the previous offers will be construed as the best and final offer.

BACKGROUND

Mohave Community College is a public community college with four campuses located in Mohave County: Kingman, Bullhead City, Lake Havasu City and Colorado City. Kingman has an allied health building located at 1801 Detroit Ave, Kingman, AZ 86401.

Our current enrollment figures are as follows: 2015-2016 FTSE - 2300
Mohave Community College currently employs approximately 525 employees.

Regular Staff:                   Associate Faculty:
Admin – 10                     Approx. 225
Faculty - 83
Professional Managers - 40
Professionals - 69
Support - 97

Campus information can be found on the College website at www.mohave.edu. The total number of buildings on the each campus is as follows:

- Kingman: 24 (including office at driving range)
- Kingman Allied Health: 1
- Bullhead City: 15 + outbuildings and storage units
- Lake Havasu City: 12
- Colorado City: 4 + 1 rental off-site

The total number of vehicles the College currently owns and operates is 17.

Mohave Community College is currently covered by an insurance package that covers general liability with excess liability (including professional and administrative practices liability, cyber liability, clinical student liability, and automobile liability), automobile physical damage, all risk property, equipment breakdown, and commercial crime.

**MINIMUM QUALIFICATIONS**

A. Main business activity of the firm is liability and property insurance brokerage with considerable experience and emphasis in the areas of requesting and evaluating proposals for associated coverages.

B. Considerable experience with large public sector (especially community colleges and school districts) insurance programs.

C. Staff available to converse telephonically or be available to meet with staff in Kingman as requested by the administration for scheduled meetings.

D. Possess adequate staffing and a local representative who is able to respond to the College’s insurance needs in a timely manner.

E. Allow Mohave Community College staff or their representatives full access to work files in regard to services performed, negotiated contracts, communications between yourself and carriers and other matters relating to services provided on behalf of the College.

**DESIRED SERVICES**

The objectives of Mohave Community College are to identify and select the benefit consulting firm most qualified to:
A. Provide proactive support services in the area of liability and property insurance with a local representative in the Kingman area.

B. Negotiate with insurance carriers and place coverage with carriers as approved by the College.

C. Place coverage on a “net of commission” basis whenever possible with any commissions or bonuses paid used as an offset to the insurance consultant fees.

D. Authorized carriers to provide the College, upon request, a list of any commissions and other compensation paid the consultant pertaining to College contracts.

E. Verify the accuracy and adequacy of contracts, policies and premiums for insurance coverage offered, insuring that coverage meets all local, state, federal and legal requirements of Mohave Community College for liability insurance and associated coverages.

F. When requested, assist in resolving claims with insurers and third party administrators.

G. Attend meetings as requested.

H. Provide other services in the covered areas as requested.

**RIGHT TO REJECT**

The College reserves the right to:
1. reject or accept any or all proposals submitted;
2. waive any informalities or irregularities in any proposal, as deemed to be in the best interest of the College;
3. request additional information from all offerors;
4. select for contract negotiations the offeror’s proposal that, in the College’s judgment, best meets the College’s needs, regardless of any differences in estimating serviced fees between the offeror and all others;
5. negotiate modifications to the offerors proposal prior to final award and;
6. negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period or terminated for lack of funds.
INSURANCE BROKER/CONSULTANT SERVICES QUESTIONNAIRE
Please briefly and clearly answer the following questions in the same order and number as presented.

The statements made from this questionnaire are to be kept separate from the proposal.

1. Describe your organization.

2. Describe the support staff including qualifications, certifications and service functions.

3. Outline proposed strategies for obtaining required coverage.

4. Describe the communications and administrative support services.

5. Describe additional resources and services which may be available.

6. Define how compensation for your services is paid.

7. List similar accounts, the similarities and value brought to each relationship.

8. Summarize what distinguishes your firm from your competitors.

9. List additional information which should be considered and why.

10. Provide references for at least four (4) current accounts.
Non-collusion Affidavit
(must be completed by contractor)

STATE OF: 

COUNTY OF: 

(Name of Individual)

being first duly sworn upon oath deposes and says: That he/she is

(Name of Individual)

being first duly sworn upon oath deposes and

says: That he/she is

(Name of Individual)

being first duly sworn upon oath deposes and says: That he/she is

(Name of Individual)

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(Name of Individual)
Conflict of Interest Disclosure

All vendors must disclose with their proposals the name of any officer, director or agent who is also an employee of the College or any of its agencies. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest in the vendor or any of its branches.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Description of Conflict of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
# New Hires

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date</th>
<th>Position</th>
<th>Campus</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brandi Swanner</td>
<td>01/11/2016</td>
<td>Nursing Lab Assistant</td>
<td>BHC</td>
<td>$39,762.00</td>
</tr>
<tr>
<td>Ryan Abella</td>
<td>01/19/2016</td>
<td>Public Information Officer</td>
<td>NCK</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>Lindsey Arnold</td>
<td>01/19/2016</td>
<td>Student Blogger</td>
<td>NCK</td>
<td>$12.50</td>
</tr>
<tr>
<td>Kathleen Kogut</td>
<td>01/11/2016</td>
<td>R.F./Clincial Coordinator-Rad Tech</td>
<td>BHC</td>
<td>$53,374.00</td>
</tr>
<tr>
<td>Sabrina Wellborn</td>
<td>01/25/2016</td>
<td>RN Simulation Coordinator/RF</td>
<td>NCK</td>
<td>$50,579.00</td>
</tr>
</tbody>
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# Transfers

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date</th>
<th>From</th>
<th>To</th>
<th>Salary</th>
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</table>

# Reclassification

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date</th>
<th>From</th>
<th>To</th>
<th>Annualized Salary</th>
</tr>
</thead>
</table>

# Title Change

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date</th>
<th>From</th>
<th>To</th>
<th>Annualized Salary</th>
</tr>
</thead>
</table>

# Separations

<table>
<thead>
<tr>
<th>Name</th>
<th>Effective Date</th>
<th>Position</th>
<th>Campus</th>
<th>Date of Hire</th>
<th>Reason</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrew Jenks</td>
<td>01/07/2016</td>
<td>Custodian, 25 hpw</td>
<td>NCK</td>
<td>09/28/15</td>
<td>Termination</td>
<td>$11.40</td>
</tr>
<tr>
<td>Staci Quick</td>
<td>01/21/2016</td>
<td>Science Lab Tech</td>
<td>BHC</td>
<td>04/12/12</td>
<td>Termination</td>
<td>$14.13</td>
</tr>
</tbody>
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