Maricopa County Community College District
Governing Board Agenda
April 7, 2020

vision
A Community of Colleges—Colleges for the Community—working collectively and responsibly to meet the life-long learning needs of our diverse students and communities.

mission
The Maricopa Community Colleges provide access to higher education for diverse students and communities. We focus on learning through: University Transfer Education, General Education, Developmental Education, Workforce Development, Student Development Services, Continuing Education, Community Education, Civic Responsibility, and Global Engagement.

REGULAR MEETING
6:30 p.m.

As a consequence of the COVID 19 Pandemic, and in order to be in compliance with Governor Ducey’s Executive Order 2020-18, regarding Physical Distancing to Mitigate COVID 19 Transmission, as well as guidance from the Centers for Disease Control, the Board’s April 7th Board meeting will be conducted entirely remotely. There will be no physical meeting. The general public will be able to call-in and listen to the Governing Board Session live on April 7, 2020 beginning at 6:30 p.m. by dialing 1 (408) 418-9388. When prompted, the caller should enter meeting access code: 966 017 895 # #

Because the meeting is being conducted remotely, the Board will not conduct a Citizen’s Interim. However, the Board is making the April 7th Agenda and Board meeting materials available at this time. Members of the District community and public who wish to comment on the Agenda and materials may do so by sending an email to governing.board.office@domail.maricopa.edu no later than 1:00 PM on Tuesday, April 7th. Comments received in a timely fashion will be read into the record. Comments submitted through this email should comply with Governing Board rules regarding civility.

GENERAL
1. Call to Order
2. Pledge of Allegiance
3. Substitutions
4. Student Life Reports (No report)
5. Faculty Executive Council (No report)
6. Adjunct Faculty Association Report (No report)
7. Maricopa Student Senate Report (No report)
8. Emeritus, Awards, and Recognition (0)
9. Chancellor Report (Update)
CITIZENS INTERIM
This is an opportunity for members of the public to address the Governing Board. In compliance with the Open Meeting Law, the Governing Board will neither discuss nor take action on issues raised during this portion of the agenda. When necessary, issues will be taken under advisement and placed on subsequent agenda. Presenting concerns to the Board and the free expression of ideas should be communicated with Decorum and respect. Uncivil or disorderly conduct is not permitted. The use of derisive or insulting language or the direction of remarks that defame, attack, or harass an individual may serve as cause for the Board’s President to direct that the speaker immediately conclude his or her remarks.

CONSIDERATION OF CONSENT AGENDA
All items with an asterisk are consent matters unless they are removed from the Consent Agenda at this time. Any item may be removed from the agenda by the Chancellor as a matter of administrative prerogative, or by the Governing Board upon motion duly made, seconded, and approved. Consent Agenda items will be approved by one motion and there will be no specific discussion of these items. Items removed from the Consent Agenda will be approved during the consideration of the Non-Consent Agenda.

ACTION
10. CHANCELLOR/BOARD/LEGAL
11. ACADEMIC AFFAIRS
   *11.1 Curriculum-Academic Degrees and Policies
   *11.2 Intergovernmental Agreement for Dual Enrollment with Public School District
   *11.3 Intergovernmental Agreement on behalf of Chandler-Gilbert Community College and Maricopa County Office of the Medical Examiner
   *11.4 Intergovernmental Agreement for Firefighter Training Between the City of Scottsdale, Maricopa County Community College District (Mesa Community College)
   *11.5 New Grant Award – Arizona Commerce Authority and Mesa Community College Automated Industrial Technology Aerospace Industry Pipeline Training
   *11.6 Corporation for Public Broadcasting Community Service Grant (KBAQ)
   *11.7 Corporation for Public Broadcasting Community Service Grant (KJZZ)
12. BUSINESS SERVICES
   *12.1 Proposed Course Fee Changes Fiscal Year 2020-21
   *12.2 Consultant Selection for Districtwide Facilities Master Planning Services
   *12.3 Conceptual Approval for Remodeling in the North Campus Complex (NCC) at South Mountain Community College
   *12.4 Nursing Building Air Handler Replacement at Glendale Community College
   *12.5 Wayfinding Signage Purchase Order at Scottsdale Community College
   *12.6 Sun Corridor Network Intergovernmental Agreement
   *12.7 Employee Benefit Administrative Services Agreement
   *12.8 Extension of Contract Services for VB Consulting

INFORMATION
13. HUMAN RESOURCES
   13.1 Employment and Separations (January 18 – February 14, 2020)

MONITORING REPORTS
14. BUSINESS SERVICES
COMMUNITY LINKAGE
15. Governing Board Reports
   • Current Event Summaries

ESTABLISHMENT OF NEXT MEETING DATES, TIMES, AND LOCATIONS
16. April 28, 2020, 6:30 p.m., Regular Board Meeting, Governing Board Room

ADJOURNMENT
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Meeting Date April 7, 2020

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Title</th>
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<tbody>
<tr>
<td>11.1</td>
<td>Curriculum-Academic Degrees and Policies</td>
<td>Dr. Karla Fisher</td>
</tr>
</tbody>
</table>

**Recommendation**
Approve the updates to Maricopa’s academic degrees, general education requirements and related policies for academic year 2020-2021.

**Justification**
As part of the annual review process for Maricopa’s academic degrees, general education requirements and related policies, a comprehensive review and update is completed annually. The changes referenced in the summary beginning on page 2 are a complete listing of all updates recommended for 2020 - 2021. Changes proposed are based on action from processed curriculum, general education designation action, statewide policy modifications, Instructional Council and faculty recommendations.
Summary of the 2020 - 2021 versions of degrees and related policies proposed for change.

1. 2020 - 2021 Arizona General Education Curriculum (AGEC) A, B, S……………………………..page 3
2. 2020 - 2021 Associate in Arts (AA) Degree …........................................................................page 3
3. 2020 - 2021 Associate in Science (AS) Degree …....................................................................page 3
4. 2020 - 2021 Associate in Business-General Requirements (ABUS-GR) Degree ………………...page 3
5. 2020 - 2021 Associate in Business-Special Requirements (ABUS-SR) Degree ….................page 4
6. 2020 - 2021 Associate in Arts Elementary Education (AAEE) Degree …..............................page 4
7. 2020 - 2021 Associate in Arts Fine Arts (AAFA) – Art, Dance, Music, Theatre Degree ……….page 4
8. 2020 - 2021 Associate in General Studies (AGS) Degree …....................................................page 5
9. 2020 - 2021 Associate in Applied Science (AAS) General Education Requirements ………….page 5
10. 2020 - 2021 Academic Certificate (AC) Catalog Common Pages Information …....................page 5
11. 2020 - 2021 General Graduation Requirements …................................................................page 5
12. 2020 - 2021 Catalog Under Which A Student Graduates …....................................................page 5
13. 2020 - 2021 Licensure Disclaimer (within General Graduation Requirements) ….................page 6
14. 2020 - 2021 General Academic Policies for Associate Degrees Designed for University Transfer...page 6

Chart of Course Changes …............................................................................................................page 7
1. **2020 - 2021 Arizona General Education Curriculum (AGEC) A, B, S version**

**Proposed Changes:**
- Processed courses and/or general education designation action from August 2019 through February 2020 affecting the AGEC A, B, S requirements: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- Updated wording and punctuation throughout the document for consistency and to reflect new naming conventions (“emphasis” added to applicable degree titles, “transfer plan” replaces “subplan”)
- First Year Composition [FYC] on AGEC-A, AGEC-B, AGEC-S: Footnote added indicating change from 35 to 32 credits minimum to reflect 2/13/19 AZTransfer Steering Committee approval of transfer credit for single ENG courses from ASU/NAU/UAZ that meet FYC in full at the universities to meet FYC in full in AGEC (See AGEC Policies 305, 202, 203, 204 on aztransfer.com)
- AGEC-S: Added BIO181XT and BIO182XT as alternatives to BIO181 and BIO182 (verified with Karen Conzelman, Biology Department Chair, GCC)

2. **2020 - 2021 Associate in Arts (AA) Degree version**

**Proposed Changes:**
- Processed courses and/or general education designation action from August 2019 through February 2020 affecting the AGEC A, B, S requirements: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- Updated wording and punctuation throughout the document for consistency and to reflect new naming conventions (“emphasis” added to applicable degree titles, “transfer plan” replaces “subplan”)
- AGEC Section (IV): Footnote added indicating change from 35 to 32 credits minimum to reflect 2/13/19 AZTransfer Steering Committee approval of transfer credit for single ENG courses from ASU/NAU/UAZ that meet FYC in full at the universities to meet FYC in full in AGEC (See AGEC Policies 305, 202, 203, 204 on aztransfer.com)
- Purpose section: Added clarification regarding block transfer, applicability, receiving institution right to evaluate courses (as per request from Shelley Dennis, Allied Health, RSC)

3. **2020 - 2021 Associate in Science (AS) Degree version**

**Proposed Changes:**
- Processed courses and/or general education designation action from August 2019 through February 2020 affecting the AGEC A, B, S requirements: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- Updated wording and punctuation throughout the document for consistency and to reflect new naming conventions (“emphasis” added to applicable degree titles, “transfer plan” replaces “subplan”)
- AGEC Section (IV): Footnote added indicating change from 35 to 32 credits minimum to reflect 2/13/19 AZTransfer Steering Committee approval of transfer credit for single ENG courses from ASU/NAU/UAZ that meet FYC in full at the universities to meet FYC in full in AGEC (See AGEC Policies 305, 202, 203, 204 on aztransfer.com)
- AGEC Section (IV.6.): Added BIO181XT and BIO182XT as alternatives to BIO181 and BIO182 (verified with Karen Conzelman, Biology Chair, GCC)

4. **2020 - 2021 Associate in Business - General Requirements (ABUS-GR) Degree version**

**Proposed Changes:**
- Processed courses and/or general education designation action from August 2019 through February 2020 affecting the AGEC A, B, S requirements: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- AGEC Section (IV): Footnote added indicating change from 35 to 32 credits minimum to reflect 2/13/19 AZTransfer Steering Committee approval of transfer credit for single ENG courses from ASU/NAU/UAZ that meet FYC in full at the universities to meet FYC in full in AGEC (See AGEC Policies 305, 202, 203, 204 on aztransfer.com)
5. 2020 - 2021 Associate in Business - Special Requirements (ABUS-SR) Degree version

Proposed Changes:
- Processed courses and/or general education designation action from August 2019 through February 2020 affecting the AGEC A, B, S requirements: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- AGEC Section (IV): Footnote added indicating change from 35 to 32 credits minimum to reflect 2/13/19 AZTransfer Steering Committee approval of transfer credit for single ENG courses from ASU/NAU/UAZ that meet FYC in full at the universities to meet FYC in full in AGEC (See AGEC Policies 305, 202, 203, 204 on aztransfer.com)

6. 2020 - 2021 Associate in Arts Elementary Education (AAEE) Degree version

Proposed Changes:
- Processed courses and/or general education designation action from August 2019 through February 2020 affecting the AGEC A, B, S requirements: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- Updated wording and punctuation throughout the document for consistency and to reflect new naming conventions (“emphasis” added to applicable degree titles, “transfer plan” replaces “subplan”)
- AGEC Section (III): Footnote added indicating change from 35 to 32 credits minimum to reflect 2/13/19 AZTransfer Steering Committee approval of transfer credit for single ENG courses from ASU/NAU/UAZ that meet FYC in full at the universities to meet FYC in full in AGEC (See AGEC Policies 305, 202, 203, 204 on aztransfer.com)

7. 2020 - 2021 Associate in Arts Fine Arts – (AAFA) - Art, Dance, Music, Theatre Degree version

Proposed Changes:
- Processed courses and/or general education designation action from August 2019 through February 2020 affecting the AGEC A, B, S requirements: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- Updated wording and punctuation throughout the document for consistency and to reflect new naming conventions (“emphasis” added to applicable degree titles, “transfer plan” replaces “subplan”)
- Added new (effective Fall 2020) emphasis in Musical Theatre
- AGEC Section (IV): Footnote added indicating change from 35 to 32 credits minimum to reflect 2/13/19 AZTransfer Steering Committee approval of transfer credit for single ENG courses from ASU/NAU/UAZ that meet FYC in full at the universities to meet FYC in full in AGEC (See AGEC Policies 305, 202, 203, 204 on aztransfer.com)
- Listed degree credit totals for each emphasis area individually for clarity and quick reference because of multiple changes in recent years
8. 2020 - 2021 Associate in General Studies (AGS) Degree version

Proposed Changes:
- Per action on courses, the AGS degree requirements have been updated based on MCCCD “Gain/Loss” policy within the General Studies Procedures Guide: See attached chart
- Fixed formatting for consistency between degree policy documents
- Footnote added indicating that First Year Composition may be met with fewer than 6 credits if a student has transfer credit from ASU, NAU or UAZ for a single course that meets FYC in full. Although this degree does not require the AGEC, this change is made to align with AGEC-based degrees
- General Education Course List: Increased Mathematics credit range from 3-5 to 3-6 to include 6 credit math courses
- General Education Course List: Mathematics options-Added MAT114, MAT115, MAT217, MAT218, MAT225, MAT227 to reflect current offerings and align with AAS math options (Andy Burch, Mathematics IC Chair)
- General Education Course List: Deleted HIS275 from Social-Behavioral Sciences options to align with AGEC values (Ty Welborn, History IC Chair)
- General Education Course List: Deleted MGT230 from Literacy options to align with AGEC values (Cindy Cloud, Business IC Chair)

9. 2020 - 2021 Associate in Applied Science (AAS) General Education Requirements

Proposed Changes:
- Per action on courses, the AAS General Education Degree Requirements have been updated based on MCCCD “Gain/Loss” policy within the General Studies Procedures Guide: See attached chart of course changes
- Fixed formatting for consistency between degree policy documents
- Footnote added indicating that First Year Composition may be met with fewer than 6 credits if a student has transfer credit from ASU, NAU or UAZ for a single course that meets FYC in full. Although this degree does not require the AGEC, this change is made to align with AGEC-based degrees
- General Education Course List: Mathematics options-Deleted MAT103AA, MAT103AB, and added MAT114, MAT115, MAT217, MAT218, MAT225, MAT227 to reflect current offerings and align with AGS math options (Andy Burch, Mathematics IC Chair)
- General Education Course List: Natural Science options-Deleted AST113, AST114 (Keith Watt, Astronomy IC Chair)

10. 2020 - 2021 Academic Certificate (AC) Catalog Common Pages Information

Proposed Changes:
- Deleted STO291 (inactive) in cross-reference with ENH/ EDU291

11. 2020 - 2021 General Graduation Requirements

Proposed Changes:
- Updated wording and punctuation throughout the document for consistency and to reflect new naming conventions (“emphasis” added to applicable degree titles, “transfer plan” replaces “subplan”)
- Total credits for degrees updated as needed to reflect current requirements

12. 2020 - 2021 Catalog Under Which A Student Graduates

Proposed Changes:
- Updated years in document to present more current scenarios
- Adjusted format to improve readability
13. 2020 - 2021 Licensure Disclaimer

Proposed Changes: NONE

NOTE: The Licensure Disclaimer information is located within the General Graduation Requirements document for placement within the printed catalogs.

14. 2020 - 2021 General Academic Policies for Associate Degrees Designed for University Transfer

Proposed Changes:
- Updated wording and punctuation throughout the document for consistency and to reflect new naming conventions (“emphasis” added to applicable degree titles, “transfer plan” replaces “subplan”)
**Course Changes:** This information may include outcomes from university general education proposals, processed MCCCD new courses, and course modifications (specific changes) routed via CEG evaluation processes. The course that was created/modified/evaluated is listed as well as the action taken on the course and the General Studies degrees that were affected. This may also include corrections and/or additions to the AGEC course matrix and other degree requirements. Items impacting the AGEC also affect the degrees that contain AGEC within their requirements:

<table>
<thead>
<tr>
<th>Course</th>
<th>Item Updated</th>
<th>Area</th>
<th>Change</th>
<th>Effective Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIO182XT</td>
<td>AGEC-A/B/S AAS, AGS</td>
<td>SG</td>
<td>Designation Inherit: Course added to the area(s)</td>
<td>Spring 2020</td>
<td>Inherited value from ASU direct equivalency of BIO182[SG].</td>
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<tr>
<td>CIS162</td>
<td>AGEC-A</td>
<td>CS</td>
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<td>Spring 2020</td>
<td>Inherited value from ASU direct equivalency of CSE100[CS].</td>
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<td>ENH140AA</td>
<td>AGEC-A/B/S</td>
<td>C</td>
<td>Designation Gain: Course added to the area(s)</td>
<td>Spring 2020</td>
<td>Added Value (ASU GSC 10/10/19).</td>
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<tr>
<td>GLG110/GLG111</td>
<td>AGEC-A/B</td>
<td>SQ</td>
<td>Designation Gain: Course added to the area(s)</td>
<td>Fall 2020</td>
<td>(November) Inherited value from ASU direct equivalency of GLG110 &amp; GLG111 [SQ].</td>
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<tr>
<td></td>
<td></td>
<td>SG</td>
<td>Designation Loss: Course removed from the area(s)</td>
<td>Fall 2020</td>
<td>Per 2/13/2020 email from Julie Holston, SMCC, Maricopa GS Representative, the SG value cannot be kept along with the SQ value that was gained as an inherited value from ASU effective Fall 2020 (see November 2019 Detail Report). The [G] and [SQ] values for this course combo will be retained.</td>
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<td>GLG110IN</td>
<td>AGEC-A/B</td>
<td>SQ</td>
<td>Designation Gain: Course added to the area(s)</td>
<td>Fall 2020</td>
<td>(November) Inherited value from ASU direct equivalency of GLG110 &amp; GLG111 [SQ].</td>
</tr>
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<td></td>
<td>SG</td>
<td>Designation Loss: Course removed from the area(s)</td>
<td>Fall 2020</td>
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<td>INT115</td>
<td>AGEC-A/B/S</td>
<td>H</td>
<td>Designation Loss: Course removed from the area(s)</td>
<td>Fall 2020</td>
<td>Due to re-evaluation of INT115, the new ASU equivalency of INT111[HU] does not have an [H] value, thus we cannot have that value. INT115 will retain the current [HU] value only.</td>
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<tr>
<td>INT120</td>
<td>AGEC-A/B/S</td>
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<td>Fall 2020</td>
<td>Due to re-evaluation of INT120, the new ASU equivalency of INT111[HU] does not have an [H] value, thus we cannot have that value. INT120 will retain the current [HU] value only.</td>
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<tr>
<td>MUC180</td>
<td>AGEC-A/B</td>
<td>CS</td>
<td>Designation Gain: Course added to the area(s)</td>
<td>Spring 2020</td>
<td>Added Value (ASU GSC 11/07/19).</td>
</tr>
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</table>
**CONSENT AGENDA**

**ACTION ITEM**

Governing Board Agenda

Meeting Date **April 7, 2020**

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<tr>
<td>11.2</td>
<td>Intergovernmental Agreement for Dual Enrollment with Public School District</td>
<td>Dr. Karla Fisher</td>
</tr>
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</table>

**Recommendation**

It is recommended that the Maricopa County Community College District Governing Board authorize entry into Intergovernmental Agreements (IGA’s) on behalf of its colleges with the public school districts listed below for their dual enrollment programs.

**Justification**

The agreement form establishes curriculum and enrollment standards for MCCCD’s dual enrollment program to comply with applicable law. It also implements MCCCD’s single financial model for dual enrollment. All students either pay tuition or qualify for a school district scholarship, and the college’s reimbursement to the school districts for instruction, facilities, and supplies is calculated according to a set formula.

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**Funding**

Source

Account Information
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
AND
«DISTRICT»
2019/2020

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of ______________, 2019 between Maricopa County Community College District (“College”) and «DISTRICT» (“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 in the best interests of the citizens of the district 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.

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 career technical 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. This Agreement shall be effective:

   A. After the governing boards of School District and College have approved it; and
   B. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

   The term of this Agreement shall be from the Effective Date through June 30, 2020 (“Term”).

4. RECORDING. Pursuant to A.R.S. § 11-952, this Agreement no longer is required to be filed with the County Recorder or the Secretary of State, as applicable.
5. **OBLIGATIONS OF COLLEGE.**

5.1. General Course Requirements.

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and freshman and sophomore students subject to Paragraph F in this Section 5.1, 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 the Maricopa County Community College District 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 to College if the student meets the course pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

1. a composite score of seven-hundred-twenty (720) or more on the preliminary scholastic aptitude test;
2. a composite score of seven-hundred-twenty (720) or more on the scholastic aptitude test;
3. a composite score of twelve (12) or more on the American college test;
4. a passing score on the relevant portions of the Arizona statewide standards assessment instrument;
5. the completion of a college placement method designated by the Maricopa County Community College District 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 and, under A.R.S.§15-1821.01(7), may fully participate in dual enrollment, including receipt of College credit. 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 has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not more than six (6) credit hours per semester.

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 6.1(E) below, College may waive the class status requirements 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.
G. 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.

H. 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.

I. 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 6.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

5.2. 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.

5.3. 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.

D. College will provide career counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

5.4. 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 Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), 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.

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, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

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.

5.6. Reporting and Tracking.

A. College will provide a report to the Joint Legislative Budget Committee on or before October 1 of each year as required under A.R.S. (Section) 15-1821.01(2)(b) regarding all exceptions to class status requirements for enrollment in the Dual Enrollment Courses offered in conjunction with School District during the previous fiscal year.

B. School District shall provide College with data required for inclusion in the report not later than September 1 of each year as specified in Section 6.6. School District will also assist College by providing data for any additional reports required by State or other governmental entities in relation to Dual Enrollment Courses.

6. OBLIGATIONS OF SCHOOL DISTRICT.

6.1. General Course Requirements.

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 6.1 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, as defined in A.R.S. § 15-901(A)(1)(b), who meets the requirements of A.R.S. § 15-901(A)(5), 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 policies, 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 5.1(F) 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 according to School District policies. 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.
6.2. **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 instructors teaching Dual Enrollment Courses provide instruction in accordance with 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.

6.3. **Assessment and Monitoring.**

A. 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.

B. School District will provide counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

6.4. **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 resident/nonresident 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 Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

6.5. **Students with Disabilities.** School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations 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. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
6.6. **Reporting and Tracking.** By September 1 of each year or as applicable, School District will provide to College information required by the Legislature for submission of reports as specified in Section 5.6 above.

6.7. **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 Marshal Code, A.R.S. §§ 37-1381 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.

7. **MUTUAL AGREEMENTS.**

7.1. **Instructor.**

A. 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. 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 an 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.

7.2. **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.

7.3. **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.

7.4. **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 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.

7.5. **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.
7.6. **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.

7.7. **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.

8. **FINANCIAL PROVISIONS AND FORMAT FOR BILLING.** See Exhibit A attached.

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

8.2. **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.

8.3. **Tuition.**

   A. The parent/guardian or School District shall be responsible for payment of tuition to College.

   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 residency status of the student. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of eighteen years will be that of the student’s parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

9. **CONTINUATION OF AGREEMENT.** The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

10. **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.

11. **CONFIDENTIALITY.** All written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) (“FERPA”) and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act (“IDEA”) and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student’s education records.

12. **TERMINATION/DISPOSITION OF PROPERTY.**

   12.1. **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 ninety (90) days prior to the intended date of termination. Except as provided in this section 12, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

   12.2. **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 (5) working days of such meeting. If reconciliation is not achieved within the five (5)
day period, this Agreement will automatically terminate.

12.3. 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.

12.4. 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.

13. RESPONSIBILITY.

13.1. 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.

13.2. 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.

14. 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.

15. 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.

16. COMPLIANCE WITH NON-DISCRIMINATION LAWS. To the extent applicable, the Parties shall comply with
all College policies and State and Federal laws and regulations which prohibit discrimination against any person based
on race, religion, handicap, color, age, sex, sexual orientation, political affiliation, national origin, veteran’s status and
 genetic information. 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 Americans with

17. 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.

18. 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.

19. 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.

20. 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.
21. **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:  
Ilya Smith, Associate General Counsel  
Maricopa County Community College District  
2411 West 14th Street  
Tempe, AZ 85281-6942

If to School District:  
«District»  
«Superintendent», «Title»  
«Address»  
«City», «State» «Zipcode»

22. **LEGAL WORKER REQUIREMENTS**  
To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program or any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

23. **WORKERS’ COMPENSATION.** For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

24. **NO PARTNERSHIP OR JOINT VENTURE.** Each Party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one Party be deemed the employees of the other Party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the Parties of any kind or nature.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of ____________________ 2019.

COLLEGE

By: Ilya Smith, Associate General Counsel

Date

SCHOOL DISTRICT

By: «Superintendent», «Title»

Date

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

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

A. Payment of Tuition and Fees. The method of payment for tuition and fees will be agreed to by the Coordinating College and the High School. Generally speaking, however, a student enrolled in a Dual Enrollment Course is ultimately responsible for paying to College the applicable tuition and fees for each Course. Students who are unable to provide documentation that they are a United States citizen or other acceptable documentation that they are in the United States legally will be required to pay MCCCD’s out-of-state tuition. College may, at its sole discretion and based on a standardized process and criteria for all Maricopa County Community College District (“MCCCD”) colleges, provide Dual Enrollment Grants as described in Paragraph 4 based on financial need for any of the students enrolled in MCCCD courses covered by this Agreement. School District may, at its sole discretion, provide scholarships for any of its students enrolled in MCCCD courses covered by this Agreement. If School District pays those scholarships directly to MCCCD on behalf of the student, School District must submit an approved list of scholarship recipients, including dollars awarded, to the appropriate college or colleges no later than the first day of dual enrollment classes offered under this Agreement.

B. Payment for Instruction, Facilities and Materials. College agrees to pay School District $1,000 per annualized Full-Time Student Equivalent (“FTSE”) and an additional $300 per annualized FTSE for ongoing use of computer labs and occupational and science lab equipment and supplies (pending full funding of dual enrollment in the fiscal year 2019/2020 budget). The purpose of those payments is to compensate School District for the reasonable cost of instructional services, facilities, and materials used in the MCCCD courses covered by this Agreement. College will calculate annualized FTSE by dividing the total number of student credit hours, as of the official count day specified in applicable state law, by 30. If State aid to community colleges for dual enrollment be reduced or eliminated, stipend amounts will necessarily be re-negotiated.

C. Partial Payment. College may make a partial payment to School District at the beginning of each semester to cover administrative costs the School District has already incurred and for facility rentals. College will calculate the partial payment using the individual high school class rosters and applying the formula in Paragraph 1.B (that is, annualized FTSE times the appropriate dollar amount). Partial payment may not exceed 50% of the total projected compensation specified in Paragraph 1.B. College may offset any scholarship payments due from School District under Paragraph 1.A. against the partial payment.

D. Reconciliation. Promptly after the official count day specified in Paragraph 1.B., College will make a written final reconciliation using actual enrollments as calculated in Paragraph 1.B., tuition and fees that students have paid directly, any scholarships that the School District has paid, any Dual Enrollment Grants provided, and any partial payment made to the School District under Paragraph 1.C. College will forward a copy of the final reconciliation to the School District. Any final payment due to School District from College or from School District to College will be made no later than 30 days after College receives an invoice from School District for payment.

E. School District Scholarships. School District will make a good faith effort to reinvest funds received under Paragraph 1.B. in the dual enrollment program and/or in scholarships to economically disadvantaged students who are enrolled in courses offered under this Agreement.

2. IDENTITY OF PERSON OR ENTITY RESPONSIBLE FOR PAYING STUDENT TUITION AND FEES

As specified in more detail in Paragraph 1A, the student is generally responsible for paying the College tuition and fees. In some cases, either the School District or MCCCD may provide financial assistance, as specified in Paragraphs 1.A and 4.

3. ADDITIONAL CHARGES

Other than tuition and fees, the College does not charge any additional fees.
4. FINANCIAL AID POLICIES

Other than as specified in this Paragraph 4, MCCCD offers no grant, scholarship or financial aid for the dual enrollment program. Additionally, the provision, if any, of any grant, scholarship or financial aid is subject to the requirements of MCCCD policies and procedures, and relevant state statutes and regulations.

MCCCD offers qualifying high school students attending Maricopa Community Colleges in dual enrollment programs the Dual Enrollment Grant program. High school students who cannot supply one of the 12 types of documentation specified under Arizona Revised Statutes §1-502 demonstrating that they are in the country legally may not apply for the Dual Enrollment Grant.

Student applicants must demonstrate “financial need” by completing the Dual Enrollment Grant Application Form and providing documentation of household income using the most recent years signed income tax return for the student and the parent or guardians. The need for financial assistance will be indicated if household income falls below 200 percent of the U.S. Health and Human Services Poverty Guidelines.

Student recipients from households that do not file income tax returns may demonstrate financial need if they provide documentation that, they themselves, their parents or a household member received benefits from any of the following federal benefits program: Supplemental Social Security, Food Stamps, Free or Reduced Price Lunch, TANF, or WIC.

A. Grant awards may be applied toward resident tuition and registration fees in dual enrollment courses only, and will cover a maximum of twelve credit hours per student per year. The parent/guardian or student is responsible for all other fees and charges.

B. Students must complete the first semester in which they enroll with a grade of A, B, or C in order to be eligible to receive a Dual Enrollment Grant for the following semester. Withdrawal from a course funded by a Dual Enrollment Grant after the last date for Official Course Withdrawal will disqualify a student for any additional grant awards while in high school. A disqualified student may request reconsideration based on extenuating circumstances. The award of an additional Dual Enrollment Grant will be at the College’s discretion.

C. College may not use Dual Enrollment Grant funds to support dual enrollment program costs such as salaries, operating supplies, and advertising.

D. The MCCCD Vice Chancellor for Business Services will notify each MCCCD College annually of the amount available for the Dual Enrollment Grant Program from MCCCD resources. Colleges may add to this allocation but must account for the scholarships in an account dedicated to dual enrollment scholarships. Such accounts will be established centrally.

E. At the end of every fiscal year, using a standardized form, each College will report to both the MCCCD Financial Aid Council and the MCCCD Chancellor’s Executive Council on the use of these scholarship resources.

5. FORMAT FOR BILLING

Paragraph 1 of this Exhibit describes the reimbursement that the College provides to the School District, the manner by which the College calculates it, and the School District expenses that the reimbursement is intended to address. If the School District owes College under Paragraph 1.D, School District will pay College based on the end-of semester reconciliation specified in Paragraph 1.D.

6. FULL TIME STUDENT EQUIVALENT

| Portion of that FTSE distributed to School District | $«Last_Year_Amt» |
| Amount School District returned to College | $«Amt_Returned» |
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 _____ N/A _____ (___) students per section and shall not exceed a maximum of _____ N/A _____ (___) students per section.

COURSES OFFERED

Attached to this Exhibit are the course listings for each college offering courses with the School District. The description of courses offered includes course prefix, title, and credits. Courses listed are for the Fall 2019 and Spring 2020 semesters. Changes to the courses offered are effective as of the date stamped.
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Meeting Date April 7, 2020

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Title</th>
<th>Responsible Agents</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.3</td>
<td>Intergovernmental Agreement on behalf of Chandler-Gilbert Community College and Maricopa County Office of the Medical Examiner</td>
<td>Mr. Gary Yaquinto, Dr. Gregory Peterson</td>
</tr>
</tbody>
</table>

Recommendation
It is recommended that the Maricopa County Community College District Governing Board authorize entry into an Intergovernmental Agreement between Maricopa County Office of the Medical Examiner (MCOME) and Chandler-Gilbert Community College (CGCC).

Justification
CGCC offers a Mortuary Science Program at the Williams Campus, and this program operates out of the Mortuary Science building at 7360 E Tahoe Ave in Mesa, AZ (MSPB). This specialized building is equipped with spaces for exams, body storage, and general office operations specific to postmortem examinations.

This IGA is not an obligation of or commitment of funds but a statement of Agreement between MCOME and CGCC concerning the sharing of space for emergency continuity planning related to any event that would compel MCOME to evacuate their current location.

In addition, to use in an emergency, this Agreement provides for MCOME to have access to MSPB at least once every three years for emergency drills. The drills will be organized in advance on mutually agreeable dates. In turn, MCOME will provide educational opportunities for the Mortuary Science Program students, including a presentation once per year, to cover a general overview of how funeral homes and medical examiner/coroner offices work together.

Funding
Source
Account Information
Intergovernmental Agreement (IGA)  
Between  
Maricopa County Community College District for and behalf of Chandler-Gilbert Community College  
And Maricopa County on behalf of the Office of the Medical Examiner  

This Intergovernmental Agreement ("IGA" or "Agreement") No. _______________ is made and entered into as of the last signature date herein (the "Effective Date"), pursuant to A.R.S. §§11-951 et seq., between Maricopa County on behalf of the Office of the Medical Examiner ("MCOME") and the Maricopa County Community College District for and on behalf of Chandler-Gilbert Community College (CGCC), which shall be collectively referred to as the Parties and each individually as a Party.

1. PURPOSE OF THE AGREEMENT:

This Agreement establishes the basis for the Maricopa County Office of the Medical Examiner (MCOME) and Chandler-Gilbert Community College (CGCC) to partner for continuity planning in the event of an emergency which impacts operations at the MCOME.

2. TERM OF THE AGREEMENT:

The term of this Agreement shall become effective upon approval of the Maricopa County Board of Supervisors and shall remain in effect for a period of five (5) years unless otherwise terminated or canceled as provided herein.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

3. TERMINATION OR AMENDMENT:

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written amendment signed by the authorized representative of the respective parties.

4. CONFIDENTIALITY:

A. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in Section 15 Scope of Work without prior approval of all parties to this Agreement.
5. PUBLIC RECORDS:

Notwithstanding any other provision of this Agreement, the Parties acknowledge that they are subject to A.R.S. 39-121 through 39-128 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

6. APPLICABLE LAW:

The substantive and procedural law of Arizona applies to this Agreement. The Parties agree that the venue for any claim arising out of any or in any way related to this Agreement shall be Maricopa County, Arizona.

7. COMPLIANCE WITH FEDERAL LAWS:

The parties warrant that they are in compliance with all applicable State and Federal laws.

8. CONFLICT OF INTEREST:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the Maricopa County Community College District or Maricopa County through the Office of the Medical Examiner receives written notice of the cancellation unless the notice specifies a later time.

9. ARBITRATION:

Any disputes under this Agreement shall be resolved through the use of arbitration as provided by A.R.S. § 12-1518.

10. FUNDING:

This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of agreement between the Parties concerning the sharing of space for emergency continuity planning related to the purposes of this Agreement. Expenditures by each party are subject to that party's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective parties.

11. RELATIONSHIP:

Nothing in this Agreement shall make any CGCC employee or MCOME employee an agent
or employee of the other party to this Agreement.

12. **INSURANCE:**

Maricopa County is a self-insured entity as provided by A.R.S. §11-981. CGCC is

13. **INDEMNIFICATION:**

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

14. **BACKGROUND:**

MCOME must establish a business operation continuity plan in preparation for any unexpected event that renders the MCOME Forensic Science Building (located at 701 W. Jefferson Street in Phoenix AZ) unavailable. MCOME must continue to meet statutory responsibilities for medicolegal death investigations. A critical component of this continuity planning is identification of an alternate site for postmortem examinations.

CGCC offers a Mortuary Science Program through their Williams Campus (located at 7360 E. Tahoe Avenue in Mesa AZ). The Program operates out of the Mortuary Science Building which includes space for exams, body storage, and general office operations.

15. **SCOPE OF WORK:**

A. CGCC agrees to provide MCOME the following:

i. Access to and use of the entire Mortuary Science Building within 12 hours of notification that an event has taken place preventing use of the MCOME Forensic Science Center. This exclusive access and use includes, but is not limited to, making available for exclusive use by MCOME the following:

   a) Exam room (3 tables)
   b) Body cooler
   c) Scale
   d) Closet in exam room to store exam equipment
   e) Room for donning and doffing of personal protective equipment
   f) Classrooms
   g) Break room
   h) Front lobby reception area
   i) Washing machine and dryer
   j) Area for viewing into the exam suite
   k) 20 parking spaces in front of the Mortuary Science Building
   l) Showers
ii. Use of the Mortuary Science Building for up to 30 days, with ability to extend use in additional 30-day increments with mutual agreement.

iii. Other space, to be negotiated at time of event, depending on severity and length of time Mortuary Science Building may be needed. This may include access to locker rooms in the gymnasium, staging and short-term equipment storage at the Facilities Building and/or the Applied Technology Lab, and additional parking spaces (for staff and refrigerated trailers).

iv. Access to the Mortuary Science Building at least once every three years for emergency drills, to be organized in advance on mutually agreeable dates.

v. Information regarding partnership and educational opportunities, meeting required accreditation curriculum, that MCOME can provide for Mortuary Science Program students, especially if MCOME must use the Mortuary Science Building for an extended period of time during the school year.

B. MCOME agrees to provide CGCC the following:

i. Educational opportunities for the Mortuary Science Program students, including a presentation once per year to cover a general overview of how funeral homes and medical examiner/coroner offices work together.

ii. Should MCOME require use of the Mortuary Science Building during the school year, potentially impacting Mortuary Science Program students, MCOME may provide opportunities for the students to assist in ways that comply with required curriculum (as advised by CGCC – see 15.A.v); these may include tracking decedents, handling decedents, and working in the Family Assistance Center.

iii. MCOME further agrees that they will provide all supplies and equipment necessary for their exact work that are not available within the Mortuary Science Building.

16. AUTHORITY:

A. This Agreement does not imply authority to perform any tasks or accept responsibility not expressly stated in this Agreement.

B. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in the Agreement.

17. SECTION HEADINGS:

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

18. NOTICES, CORRESPONDENCE, AND REPORTS:

Notices, correspondence, and reports shall be sent to:
COUNTY
Administrative Director
MCOME
701 W Jefferson Street
Phoenix AZ 85007
Phone: 602-506-3322

SIGNATURE APPROVALS:

COUNTY

By:___________________________________
Chairman, Board of Supervisors (DATE)

APPROVED AS TO FORM ATTEST

By:__________________________________ By:_______________________________
Deputy County Attorney (DATE) Clerk of the Board of Supervisors (DATE)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
FOR AND ON BEHALF OF
CHANDLER-GILBERT COMMUNITY COLLEGE

By:_________________________________ By:________________________________
(DATE) (DATE)
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Item Number | Item Title | Responsible Agents
---|---|---
11.4 | Intergovernmental Agreement for Firefighter Training between the City of Scottsdale, Maricopa County Community College District (Mesa Community College) | Dr. Karla Fisher Dr. Lori Berquam

Recommendation
It is recommended that the Governing Board approve the Intergovernmental Agreement between the City of Scottsdale and the Maricopa County Community College District (MCCCD), on behalf of the Mesa Community College (MCC), for the provision of certain educational services within the State of Arizona for the purposes of training firefighters through the City of Scottsdale Fire Department expiring June 30, 2024.

Justification
Mesa Community College, after evaluating the firefighter training course content and instructional guidelines according to MCC’s strict curriculum criteria, has determined that Scottsdale’s current training classes for its employees qualify for college credit.

Scottsdale will provide the instructors, instruction and facilities for its training program, and MCC will, in turn, provide those in the training with college credit for the successful completion of the training under the terms specified in the agreement. The instructors shall not be considered adjunct faculty for MCC and shall not be entitled to any of the benefits to which adjunct faculty are entitled.

Scottsdale shall locate the site for the courses in facilities that are appropriate to the needs of the specific programs and MCC’s standards. Scottsdale shall not teach any course on MCCCD’s property, or in a facility under MCCCD’s control. Each student taking a course for which college credit is offered must be registered according to the standards of MCCCD.

Because Scottsdale is teaching college credit courses, the federal Family Educational Rights and Privacy Act of 1974 applies and Scottsdale is required to comply with the Act concerning the students in the credit courses. Scottsdale shall not provide Student roster lists, or any educational records such as grades and Social Security numbers about those Students, to any person unless the student expressly authorizes MCCCD or MCC to disclose such information.

MCCCD or Scottsdale may terminate this Agreement in future fiscal years if funds become unavailable for the programs that this Agreement supports.

Funding

Source
Account Information
This agreement is between the City of Scottsdale, an Arizona municipal corporation (“Scottsdale”), and the Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona, on behalf of the Mesa Community College (“College”), for the provision of certain educational services within the State of Arizona (“Agreement”). Scottsdale and MCCCD shall sometimes be referred to singularly as “Party” and collectively as the “Parties.” For the purposes of this Agreement, “College” shall mean either the Maricopa County Community College District or the Mesa Community College or any other district community college that performs services under this Agreement.

BACKGROUND

A. WHEREAS, pursuant to Arizona Revised Statutes §§11-951 et seq., the Parties are authorized to enter into agreements for services or to undertake joint or cooperative action; and

B. WHEREAS, Scottsdale is further authorized to enter into intergovernmental agreements pursuant to Article 1, Section 3-1 of the Scottsdale City Charter; and

C. WHEREAS, College is authorized to enter into intergovernmental agreements pursuant to Arizona Revised Statutes (“A.R.S.”) §15-1444(B)(4); and

D. WHEREAS, Scottsdale, through its Fire Department, provides firefighting services to its residents; and

E. WHEREAS, College, after evaluating the firefighter training course content and instructional guidelines according to the College’s strict curriculum criteria, has determined that Scottsdale’s current training classes for its employees qualify for college credit, and how much credit can be offered per class (“Courses”); and

F. WHEREAS, Scottsdale and College desire to enter into a mutually beneficial agreement under which Scottsdale will provide the instruction and facilities for its training program, and College will, in turn, provide those in the training (“Students”) with college credit for the successful completion of the training under the terms specified in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements contained herein, and the mutual benefits to be derived here from, the Parties agree as follows:

1. **Duration.** This Agreement shall be effective on the date of signing of the Agreement by authorized representatives of Scottsdale and MCCCD and shall expire on **JUNE 30, 2024** unless terminated pursuant to Paragraph 5 or renewed through a written amendment issued pursuant to Paragraph 10.

2. **Scottsdale’s Responsibilities.**

   2.1. Scottsdale shall provide instructors for the courses to be offered for college credit. The instructors directly teaching in the classroom shall at all times during this Agreement meet
the standards established by MCCCCD for its faculty teaching in the same field. Instructors shall not be considered adjunct faculty for the College and shall not be entitled to any of the benefits to which adjunct faculty are entitled.

2.2. Scottsdale shall locate the site for the courses in facilities that are appropriate to the needs of the specific programs and the College’s standards. Scottsdale shall not teach any course on MCCCCD’s property, or in a facility under MCCCCD’s control.

2.3. Scottsdale shall assist College in registering the Students for the courses.

2.3.1. Each Student taking a course for which college credit is offered must be registered according to the standards of MCCCCD.

2.3.2. College must receive a completed student registration form for each Student before the College will record the Student as enrolled in each course.

2.4. Because Scottsdale is teaching college credit courses, the federal Family Educational Rights and Privacy Act of 1974 applies and Scottsdale is required to comply with the Act concerning the students in the credit courses. Scottsdale shall not provide Student roster lists, or any educational records such as grades and Social Security numbers about those Students, to any person unless the student expressly authorizes MCCCCD or the College to disclose such information.

2.5. Before each instructor teaches any course covered by this Agreement, Scottsdale shall advise each instructor of the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.

2.6. Scottsdale instructors shall grade Students according to the standards of MCCCCD and College (“grading standards”). MCCCCD and College will advise Scottsdale instructors about those grading standards for the particular courses.

3. Evaluation of Curriculum, Coursework and Instruction.

3.1. College shall re-evaluate Scottsdale’s curriculum, coursework and instructional services on an annual basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum, coursework and instruction are under the control of College.

3.2. College has designated a person at the College to be responsible for verifying that the grade rosters submitted under Paragraph 2.6 comply with applicable MCCCCD and College policies identified in that Paragraph. That person is: Hans Silberschlag 480-461-6301


4.1. For each Student enrolled in a course, College shall invoice Scottsdale for all tuition and applicable fees according to MCCCCD’s current approved Tuition and Fee Schedule as follows:

4.1.1. Tuition for each course based on enrollment at the appropriate tuition rate, based on residency, per semester hour;

4.1.2. A registration fee;

4.1.3. Course fees as appropriate;
4.1.4.  Book fees as appropriate; and
4.1.5.  Other fees as designated by the MCCCD Governing Board.

4.2.  Scottsdale shall invoice College for each course for facilities rental and instructional services. The amount billed shall equal the amount of the appropriate in-state tuition rate and fees collected by College from Scottsdale for that course. Scottsdale advises that there will not be any out-of-state students.

5.  Termination.

5.1.  MCCCD or Scottsdale may terminate this Agreement by giving a thirty (30) day written notice of intent to terminate to the other Party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.

5.2.  MCCCD or Scottsdale may terminate this Agreement under Arizona Revised Statutes §38-511 for a conflict of interest.

6.  Indemnification. Each Party (as “indemnitor”) agrees to indemnify, defend and hold harmless the other Party (as “indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.  Nondiscrimination/ADA.

7.1.  Scottsdale shall not illegally discriminate in either the provision of services or in employment, against any person because of sex, race, disability, national origin, veteran’s status, sexual orientation or religion. Scottsdale agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

7.2.  Scottsdale’s services and facilities shall comply with all applicable laws, including the Americans with Disabilities Act, relating to persons with disabilities.

8.  Governing Law. This Agreement shall be governed by the laws of the State of Arizona.

9.  Funds Unavailable. MCCCD or Scottsdale may terminate this Agreement in future fiscal years if funds become unavailable for the programs that this Agreement supports.

10. Amendment. The Parties may amend this Agreement only through a written amendment signed by representatives of each Party who are authorized to sign contracts.

11. Use of MCCCD/College Logo or Name. Scottsdale may only use MCCCD’s or the College’s name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCD or College.

12.1. Scottsdale shall, at all times during this Contract, provide the services under this Agreement within the highest standards of its profession.

12.2. Scottsdale shall provide notice immediately to the person identified in Paragraph 3.2 of any change in any license or certification required to perform the services. By signing this Agreement, Scottsdale certifies that it shall, at all times, maintain all applicable licenses or certifications.

12.3. Scottsdale certifies and warrants that the services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.

13. **Independent Contractor Certification.** By signing this Contract, Scottsdale certifies that it is an independent contractor. Scottsdale’s employees or contractors shall not, at any time, be employees or contractors of MCCCD or the College for the specific course or courses being taught pursuant to this Agreement. Scottsdale shall be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.

14. **Administration.** Each Party agrees to assign a lead contact person for administration of this Agreement.

15. **Compliance with E-Verify Program.**

15.1. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

15.2. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

15.3. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

15.4. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

15.5. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

15.6. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

16. **No Property.** The Parties will not be jointly purchasing any property under this Agreement.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party’s practice. The signature pages from one or more counterparts may be removed from such counterparts and such
signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

SCOTTSDALE:  
CITY OF SCOTTSDALE

By: ________________________________________  
W.J. “Jim” Lane  
Mayor

Date: __________________________

MCCCD:  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: ___________________________________  
MCCCD General Counsel

Date: __________________________

ATTEST:

_________________________________________  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

______________________________________  
Sherry R. Scott  
City Attorney  
By: Luis E. Santaella  
Senior Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION
In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney: Maricopa County Community College District
By: __________________________
MCCCCD General Counsel
Date: __________________________

Attorney: City of Scottsdale
By: __________________________
Luis E. Santaella,
Senior Assistant City Attorney
Date: __________________________
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Title</th>
<th>Responsible Agents</th>
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<tbody>
<tr>
<td>11.5</td>
<td>New Grant Award</td>
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<tr>
<td></td>
<td>Arizona Commerce Authority</td>
<td>Dr. Karla Fisher</td>
</tr>
<tr>
<td></td>
<td>Mesa Community College</td>
<td>Dr. Lori Berquam</td>
</tr>
<tr>
<td></td>
<td>Automated Industrial Technology</td>
<td></td>
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<tr>
<td></td>
<td>Aerospace Industry Pipeline Training</td>
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</tbody>
</table>

**Recommendation**
It is recommended that the Governing Board accept an intergovernmental grant from the Arizona Commerce Authority totaling $900,000. The grant will run from March 1, 2020 to June 30, 2021.

**Justification**
This grant will support delivery of Mesa Community College’s accelerated Automated Industrial Technology Bootcamp, which was developed in partnership with Boeing Company to meet the Aerospace industry demands. The grant will recruit individuals into the short-term course in order to prepare them for employment in the aerospace industry. Students served under this grant will also complete the Arizona Career Readiness Certification (ACRC) as part of the course. Lastly, each student will receive an industry validated certification.

**Funding**
Source: Arizona Commerce Authority
Account Information: Restricted
## Project Budget Summary

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<tr>
<th>Category</th>
<th>Description</th>
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<tr>
<td><strong>Salaries</strong></td>
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<td><strong>$ 112,500</strong></td>
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<tr>
<td>Career Navigators</td>
<td>1.0 FTE and .5 FTE</td>
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<td>Administrative Assistant</td>
<td>.5 FTE</td>
<td>$14,167</td>
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<td><strong>Benefits</strong></td>
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<td>Career Navigators</td>
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<td>Administrative Assistant</td>
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<td>$2,833</td>
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<td><strong>Materials and Supplies</strong></td>
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<td><strong>$ 419,000</strong></td>
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<td>Bootcamp materials and consumable supplies</td>
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<td><strong>Participant Support</strong></td>
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<td><strong>$ 278,200</strong></td>
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<td>Student tuition reimbursements and faculty certification costs</td>
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<td><strong>Outreach</strong></td>
<td>Support for marketing, outreach, and student placement</td>
<td><strong>$ 47,800</strong></td>
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<td><strong>Total</strong></td>
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<td><strong>$900,000</strong></td>
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CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Meeting Date April 7, 2020

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<th>Item Title</th>
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<tr>
<td>11.6</td>
<td>Corporation for Public Broadcasting Community Service Grant (KBAQ)</td>
<td>Dr. Karla Fisher Ms. Kate Smith</td>
</tr>
</tbody>
</table>

**Recommendation**
We recommend that the Governing Board accept a grant from the Corporation for Public Broadcasting (CPB) totaling $231,126. Approval of the two-year allowable expenditure period is requested for October 1, 2019 through September 30, 2021. CPB follows the Federal Fiscal Year which begins on October 1st. The funds will not be released until the annual financial report and survey have been approved by CPB Staff. We seek approval of the Governing Board prior to funds being released.

**Justification**
This is the 26th year of funding from CPB for KBAQ. Funds are provided to assist local public radio stations in meeting their operating and program acquisition costs. The funds have restrictions and are intended to offset allowable existing operating and programming expenses.

---

**Funding**

Source
Account Information
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

<table>
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<tr>
<td>11.7</td>
<td>Corporation for Public Broadcasting Community Service Grant (KJZZ)</td>
<td>Dr. Karla Fisher</td>
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<td>Ms. Kate Smith</td>
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</table>

Recommendation

We recommend that the Governing Board accept a grant from the Corporation for Public Broadcasting totaling $589,288. Approval of the two-year allowable expenditure period is requested for October 1, 2019 through September 30, 2021. CPB follows the Federal Fiscal Year which begins on October 1st. The funds will not be released until the annual financial report and survey have been approved by CPB Staff. We seek approval of the Governing Board prior to funds being released.

Justification

This is the 50th year of funding from CPB for KJZZ. The restricted funds are provided to assist local public radio stations in meeting their program acquisition costs. The funds are intended to offset the cost of national content creation and supplement the efforts of the station, rather than to replace licensee support.

Funding

Source
Account Information
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Meeting Date April 7, 2020

<table>
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<th>Item Number</th>
<th>Item Title</th>
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<tr>
<td>12.1</td>
<td>Proposed Tuition &amp; Fees Fiscal Year 2020-21</td>
<td>Dr. James Moore</td>
</tr>
</tbody>
</table>

Recommendation
Attached is the Proposed FY2020-21 Tuition and Fee schedule, submitted as an action to the Governing Board. The Proposed FY2020-21 Tuition and Fees will be effective for the fall 2020 semester. The county resident tuition rate of $85.00 per credit hour would remain the same and full time students taking 30 credit hours will continue to pay $2,550 annually under this tuition schedule.

The following new fees and existing fee increases are also requested for consideration and approval by the Governing Board:

1. **Increase Out-of-State Non-Resident Online Tuition Rate, from $215 to $241 per credit hour (Section I, Tuition & Fee Schedule, page 1)**

   This tuition category covers the cost associated with online course offering and applies to out-of-state students who are taking distance learning courses or students who are taking classroom-based credit courses through a contract agreement between MCCCD and the company they work for. The rate of $215 per credit hour has not been changed since FY2009-10. A recent analysis indicated that the cost associated with online course offering has increased to $241 per credit hour.

   The nonresident tuition rate of $241 per credit hour for distance learning courses applies to students who both reside in the state and as well as out-of-state. Students not qualifying for resident tuition would pay the nonresident rate whether taking the course in Arizona or in their state of residence. If the distance learning non-resident out of state student is an eligible resident of a WICHE state, the lower Western Undergraduate Exchange Program Rate may be charged.

2. **Replace Credit by Examination & Credit by Evaluation (Section I, Tuition and Fee Schedule, page 1) with Prior Learning Assessment (Section II, Special Fee, page 2)**

   No fees are assessed by the colleges for the following types of Prior Learning Assessment: transfer credits from nationally recognized institutions listed in the U.S.D.E. or CHEA databases, international coursework that has been officially evaluated by a foreign evaluator service (such as educational credential evaluators), standardized college-level exams (such as CLEP, AP, IB, DSST, CIE), GED Exams, Military Transcripts, ACE (American Council on Education) transcripts, credit received through companies and organizations that offer nationally recognized credit evaluated by ACE, NCCRS, etc. (Straighterline, NOCTI, Study.Com, etc.), industry recognized credentials, skill center and clock hour transcripts.

   It is recommended that the following changes be approved for FY2020-21:
   
   - Reduce the cost of Prior Learning Assessment (PLA) options from $85 per credit hour to a flat fee of $40 per request if transcripted.
   - Waive the evaluation fee for industry recognized credentials.

Funding

Source
Account Information
### Proposed FY2020-21 Prior Learning Assessment Fee

<table>
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<tr>
<th>Items:</th>
<th>Adopted FY2019-20</th>
<th>Proposed FY2020-21</th>
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<tr>
<td><strong>Section I:</strong></td>
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<tr>
<td>Credit by Examination &amp; Credit by Evaluation (per credit hour)</td>
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<tr>
<td>Regular Rate</td>
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<td>Contract Testing Rate (1/2 the regular rate)</td>
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<td><strong>Section II – Special Fees:</strong></td>
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<td>Prior Learning Assessment: Department Challenge Exam and Credit by Evaluation</td>
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<td>- Administrative Flat Fee if awarded transfer credit</td>
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### 3. GateWay Community College’s Children Learning Center (page 4 of Tuition and Fee Schedule)

GateWay Community College is proposing adjustments to the fee structure at its Children's Learning Center. The fee structure has not changed in more than 10 years and is far below the market rate for high-quality childcare in the Valley. The rates proposed below align with those at Mesa Community College, establishing consistent tuition for students, faculty, and staff across the District. GateWay Children's Learning Center is one of only four, high-quality preschools within a six-mile radius of GateWay Community College, with 80% of its enrollment the children of GateWay students. The center is critical to student retention due to GateWay's adult population and high-number of occupational programs, and will continue to be an affordable option for students.

<p>| GateWay CC – Children Learning Center Fees Schedule |
|---------------------------------------------------|------------------------------------------|
| Description                                       | Adopted FY2019-20 | Proposed FY2020-21 | Note                   |
| GWC – Students                                     | $2.00          | <strong>$4.00</strong>          | Per hour               |
| Staff, Faculty, Other/ Drop-In                     | $3.00          | <strong>$5.00</strong>          | Per hour               |
| Registration - students                            | $10.00         | $10.00             | Per semester (Fall, Spring, Summer) |
| Registration - Staff &amp; Faculty                     |                | <strong>$40.00</strong>         | Per semester (Fall, Spring, Summer) |
| Late pick-up fee for the first 15 minutes           | $10.00         | $10.00             |                        |
| For each minute of late pick-up after the first 15 |               | $1.00              | $1.00                  |
| For every week payment is late                      |               |                  | <strong>$5.00</strong>              |</p>
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<th>County Resident (Per Credit Hour)</th>
<th>FY2019-20 Adopted</th>
<th>FY2020-21 Proposed</th>
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<tbody>
<tr>
<td>Total/ Cr Hour</td>
<td>$ 85.00</td>
<td>$ 85.00</td>
<td>-$</td>
<td></td>
</tr>
<tr>
<td>Audit Rate</td>
<td>$ 110.00</td>
<td>$ 110.00</td>
<td>-$</td>
<td></td>
</tr>
<tr>
<td>Regular Tuition</td>
<td>$ 85.00</td>
<td>$ 85.00</td>
<td>-$</td>
<td></td>
</tr>
<tr>
<td>Audit Surcharge</td>
<td>$ 25.00</td>
<td>$ 25.00</td>
<td>-$</td>
<td></td>
</tr>
<tr>
<td>County Resident - Senior Rate</td>
<td>$ 42.50</td>
<td>$ 42.50</td>
<td>-$</td>
<td></td>
</tr>
</tbody>
</table>

This rate applies to County Residents age 65 or over taking courses for credit or audit. This rate allows eligible seniors to enroll in any open seats in credit classes.

### Out-of-County

| General Tuition                  | $ 85.00           | $ 85.00           | -$           |      |
| Out-of-County Surcharge/Reimbursement (Apache, Greenlee) | $ 350.00 | TBD |

Out-of-County Reimbursement are calculated pursuant to A.R.S. 15-1469. Students who provide proof of residency from Apache and Greenlee counties will only pay general tuition rate.

<table>
<thead>
<tr>
<th>Out-of-State</th>
<th>FY2019-20 Adopted</th>
<th>FY2020-21 Proposed</th>
<th>Amount Change</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Tuition</td>
<td>$ 326.00</td>
<td>$ 326.00</td>
<td>-$</td>
<td></td>
</tr>
<tr>
<td>Out-of-State Surcharge</td>
<td>$ 241.00</td>
<td>$ 241.00</td>
<td>-$</td>
<td></td>
</tr>
<tr>
<td>Courses offered out of Arizona including distance learning, to non resident out-of-state students</td>
<td>$ 215.00</td>
<td>$ 241.00</td>
<td>$ 26.00</td>
<td></td>
</tr>
</tbody>
</table>

This rate applies to out-of-state students who are taking distance learning courses or students who are taking classroom-based credit courses through a contract agreement between MCCCD and the company they work for. This rate does not apply to Study Abroad Programs as there is a separately calculated rate for these students. The nonresident tuition rate of $241 per credit hour for distance learning courses applies to students who both reside in the state and as well as out-of-state. Students not qualifying for resident tuition would pay the nonresident rate whether taking the course in Arizona or in their state of residence. If the distance learning non-resident out of state student is an eligible resident of a WICHE state, the lower Western Undergraduate Exchange Program Rate may be charged.

### Out-of-State Students in Study Abroad Programs

| Study Abroad Programs Surcharge | $ 120.00 | $ 120.00 | -$ |      |

### Credit by Examination & Credit by Evaluation (per credit hour)

| Regular Rate | $ 85.00 | $ - | (85.00) | This fee is replaced with a flat fee of $40, see Section II, Special Fees, Prior Learning Assessment |
| Contract Testing Rate (1/2 the regular Rate) | $ 42.50 | $ - | (42.50) |

### Western Undergraduate Exchange Program (WUE)

| Regular Tuition | $ 85.00 | $ 85.00 | -$ |      |
| WUE Surcharge | $ 42.50 | $ 42.50 | -$ |      |

The educational consortium sponsored by Western Interstate Commission for Higher Education (WICHE) allows out-of-state students to take courses offered by MCCCD and pay tuition of 150% of in-state tuition in accordance with state statute. Likewise, Maricopa County residents may attend institutions in other states and pay 150% of the resident tuition rate. This rate also applies to distance learning classes taken by eligible non-resident out of state students.
### I. TUITION & FEES (Per Credit Hour) - Continue

<table>
<thead>
<tr>
<th></th>
<th>FY2019-20 Adopted</th>
<th>FY2020-21 Proposed</th>
<th>Amount Change</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Service Partnership (ESP) Tuition Rate</td>
<td>$71.00</td>
<td>$71.00</td>
<td>-$</td>
<td></td>
</tr>
</tbody>
</table>

Rio Salado College has been offering certificate programs to its business, industry and governmental partners as part of its mission to meet the needs of its communities since 1990. Each ESP partner provides, at their own cost, the adjunct faculty, training materials, and the required facilities/equipment. Currently, if the colleges had to pay for these materials and services, the cost would be covered by in-state tuition. Due to these significant in-kind contributions by ESP partners, the instructional costs are avoided, which in turn reduces MCCCD costs. The ESP in-state tuition rate of $71 per credit reflects the significant in-kind contribution that our ESP business, industry, and government partners make to the MCCCD.

<table>
<thead>
<tr>
<th>Rio Salado National - Online Out of State Residents</th>
<th>Total/Cr Hr</th>
<th>Total/Cr Hr</th>
<th>Amount Change</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 12 credit hours /Semester – Cost Per Credit</td>
<td>$250.00</td>
<td>$250.00</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>12 or more credit hours/semester - flat rate</td>
<td>$2,750.00</td>
<td>$2,750.00</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

Learning Resource Fee/Semester

The learning resource fee would be an automatic add on fee to RioNational tuition with an option for students to opt out of that fee.

### II. SPECIAL FEES

<table>
<thead>
<tr>
<th></th>
<th>FY2019-20 Adopted</th>
<th>FY2020-21 Proposed</th>
<th>Amount Change</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Processing Fee</td>
<td>$15.00</td>
<td>$15.00</td>
<td>-</td>
<td>Per semester/per college</td>
</tr>
<tr>
<td>Transcript Fee</td>
<td>$5.00</td>
<td>$5.00</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

Effective July 1, 2013 MCCCD implemented a new official transcript report for credit coursework completed at all MCCCD colleges. This would include all coursework grouped by either institution or term. There will be a single charge for transcript requests instead of a per-transcript, per-institution charge.

Prior Learning Assessment: Departmental Challenge Exam and Credit by Evaluation

| Administrative flat fee if awarded transfer credit | $40.00 | 
| Custom Workforce Training | $5.00 | $5.00 | - | Per Program Hour |

Dental Hygiene Skills Enhancement - 4 hrs block (RS)

This is an adjunctive course for students enrolled in the dental hygiene program. This course provides one-on-one instruction to dental hygiene students to improve their technical skills. The fees are used for adjunct dental hygiene instructors, administrative time, clinic use and all disposable supplies in the clinic. (plastic, chair covers, saliva ejectors, sterilization, etc.)

| Dental Hygiene Skills Enhancement Update - 8 hrs block (RS) | $200.00 | $200.00 | - |

A clinical session offered to licensed hygienists wanting to reenter, work on advanced skills, or for those needing guidance and a clinical facility to practice after moving into the state of Arizona to take the WREB examination. The additional fees will cover required administration time, additional disposables and supplies, and instrument kit rental costs.

Dental Hygiene Licensing Skills Update - 8 hrs block (RS)

| Dental Hygiene Licensing Skills Update - 8 hrs block (RS) | $600.00 | $600.00 | - |

EMT 104 Practicum Assessment Fee (NREMT Skill)

| EMT 104 Practicum Assessment Fee (NREMT Skill) | $50.00 | 

Charge to cover cost to conduct assessment of Basic EMT skills required for AZ NREMT testing

| Emergency Medical Technology (EMT) | $400.00 | 

These fees are part of course fees, therefore removed from this schedule due to duplication

| Fitness Center Fee | $20.00 | $20.00 | - |

PED Special Course Charge

<p>| PED Special Course Charge | $Actual Cost | $Actual Cost |</p>
<table>
<thead>
<tr>
<th>II SPECIAL FEES (Cont.) FY2019-20 Adopted</th>
<th>FY2020-21 Proposed</th>
<th>Amount Change</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Music Lessons</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Non-Music Majors</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 1/2 hr. per week/ per sem.</td>
<td>$431.00</td>
<td>$431.00</td>
<td>-</td>
</tr>
<tr>
<td>Addtl 1/2 hr. per week/ per sem.</td>
<td>$431.00</td>
<td>$431.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Music Majors</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 1/2 hr. per week/ per sem.</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Addtl 1/2 hr. per week/ per sem.</td>
<td>$138.00</td>
<td>$138.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Open Educational Resources (OER)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Cost not to exceed $40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Cost not to exceed $40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Incarcerated Student Material Fee</strong></td>
<td>$15.00</td>
<td>$15.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Check Returned from Bank</strong></td>
<td>$15.00</td>
<td>$15.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>College Bridge Pathways Fee</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(0-100% Poverty)</td>
<td>$25.00</td>
<td>$25.00</td>
<td>-</td>
</tr>
<tr>
<td>(101-150% Poverty)</td>
<td>$40.00</td>
<td>$40.00</td>
<td>-</td>
</tr>
<tr>
<td>(151-200% Poverty)</td>
<td>$55.00</td>
<td>$55.00</td>
<td>-</td>
</tr>
<tr>
<td>(Over 200% Poverty)</td>
<td>$70.00</td>
<td>$70.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Field Studies</strong></td>
<td>$Actual Cost</td>
<td>$Actual Cost</td>
<td></td>
</tr>
<tr>
<td>This charge supports specialized opportunities for study outside the traditional classroom. As such, Field Studies charges generally are not refundable as plans and travel must be made in advance. Students enrolled in credit courses will pay the requisite tuition and fees in accordance with their residency status in addition to the Field Study Fee.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Student Teaching Lab Schedule Change/Cancellation (RS)</strong></td>
<td>$100.00</td>
<td>$100.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Commencement Participation</strong></td>
<td>$25.00</td>
<td>$25.00</td>
<td>-</td>
</tr>
<tr>
<td>Commencement Participation - One-time fee refundable up to 2 weeks prior to graduation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For participation in graduation ceremony; includes cap, gown, honor cords, diploma cover, and participation in commencement ceremony. Maricopa does not charge a graduation fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GED Test</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Test</td>
<td>Based on State D.O.E</td>
<td>Based on State D.O.E</td>
<td>Since July 1, 2003, each testing center pays their own GED supplies cost.</td>
</tr>
<tr>
<td>Repeat Test (per section)</td>
<td>Based on State D.O.E</td>
<td>Based on State D.O.E</td>
<td>All colleges will charge the same rate, based on D.O.E parameters.</td>
</tr>
<tr>
<td>Administration Fee</td>
<td>$15.00</td>
<td>$15.00</td>
<td>-</td>
</tr>
<tr>
<td>Beginning January 1, 2007, the State D.O.E started charging students an administration fee before they could take the GED test.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OER materials are teaching, learning, and research resources that are copyright-free or have been released under a copyright license that permits others to reuse, revise, remix and redistribute them. Examples of OER include: full courses, course modules, syllabi, lectures, homework assignments, quizzes, lab and classroom activities, pedagogical materials, games, simulations, and many more resources contained in digital media collections from around the world.

While openly licensed, there are times that fees are associated with maintaining these resources as well as adding robust openly licensed homework systems, early alert systems and adaptive content systems which can lead to greater student success. An OER fee of up to $40 would enable courses to utilize these resources and reduce the cost of materials for students. The funds would be charged to students in only those sections using these OER systems and would be a pass through to the vendor, no funds would be pooled.

This fee will be used to provide class materials for our incarcerated students who are unable to access electronic materials online due to prison restrictions. The materials include course work, learning materials and correspondence supplies. The fee is assessed for each course enrollment.

GED Test
## II. SPECIAL FEES (Cont.)

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>FY2019-20 Adopted</th>
<th>FY2020-21 Proposed</th>
<th>Amount Change</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proctored Exams</strong></td>
<td>$25.00 or as</td>
<td>$25.00 or as</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>established by test publisher</td>
<td>established by test publisher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee for administering exams from other schools and institutions, including but</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>not limited to College Level Examination Program (CLEP), (DANTES Subject</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standardized Tests) DSST, and proctoring for industry licensure examinations.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>There has been an increase in the number of proctored tests administered by</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCCCD Colleges incurring a greater cost in supplies, time and staff.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hazardous Materials Certification (EMC) First Responder</strong></td>
<td>$ 100.00</td>
<td>$ -</td>
<td>N/A</td>
<td>EMCC no longer needs this fee</td>
</tr>
<tr>
<td>Fees associated with industry certification taken as part of FSC105 Hazardous</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials/First Responder.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hazardous Materials Certification (EMC) Firefighter I &amp; II</strong></td>
<td>$ 500.00</td>
<td>$ -</td>
<td>N/A</td>
<td>EMCC no longer needs this fee</td>
</tr>
<tr>
<td><strong>Spanish for Industry</strong></td>
<td>$ 50.00</td>
<td>$ -</td>
<td>N/A</td>
<td>This fee is part of course fees, therefore removed from this schedule.</td>
</tr>
<tr>
<td>Fees associated with required assessments taken as part of FSC102 Fire</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Operations.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Excessive Laboratory Breakage</strong></td>
<td>$ Actual Cost</td>
<td>$ Actual Cost</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>(Item List price + $10.00)</td>
<td>$ 10.00</td>
<td>$ 10.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td><strong>Library Fines-Lost Materials</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Fines</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Displaying an altered or substituted permit.</td>
<td>$ 50.00</td>
<td>$ 50.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Failure to register a vehicle and display a parking permit.</td>
<td>$ 30.00</td>
<td>$ 30.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Falsifying information on registration application</td>
<td>$ 50.00</td>
<td>$ 50.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Parking in a Fire Lane</td>
<td>$ 50.00</td>
<td>$ 50.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Violating disabled parking stall or access</td>
<td>$ 50.00</td>
<td>$ 50.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Improperly displaying a parking permit.</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Obstructing a properly parked/moving vehicle.</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Parking beyond posted time limit.</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Parking by a college employee or student in a visitor area.</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Parking on or blocking a pedestrian path.</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Parking outside stall lines.</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Parking in an unauthorized parking area</td>
<td>$ 25.00</td>
<td>$ 25.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Removing barricade or failure to obey vehicle control device</td>
<td>$ 25.00</td>
<td>$ 25.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>(All fines are doubled if not paid within 15 working days.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Child Care Fee (per clock hour or per Noted)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GWC - Students</strong></td>
<td>$ 2.00</td>
<td>$ 4.00</td>
<td>$ 2.00</td>
<td></td>
</tr>
<tr>
<td>Staff, Faculty, Other/ Drop-In</td>
<td>$ 3.00</td>
<td>$ 5.00</td>
<td>$ 2.00</td>
<td></td>
</tr>
<tr>
<td>Registration - students</td>
<td>$ 10.00</td>
<td>$ 10.00</td>
<td>$ -</td>
<td>Per semester (Fall, Spring, Summer)</td>
</tr>
<tr>
<td><strong>Registration - Staff &amp; Faculty</strong></td>
<td>$ 40.00</td>
<td>$ 40.00</td>
<td>$ -</td>
<td>Per semester (Fall, Spring, Summer)</td>
</tr>
<tr>
<td>Late pick-up fee for the first 15 minutes</td>
<td>$ 10.00</td>
<td>$ 10.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>For each minute of late pick-up after the first 15 minutes</td>
<td>$ 1.00</td>
<td>$ 1.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>For every week payment is late</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td></td>
</tr>
<tr>
<td><strong>MCC - Students</strong></td>
<td>$ 4.00</td>
<td>$ 4.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Staff &amp; Faculty</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Drop-in</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Registration - students</td>
<td>$ 30.00</td>
<td>$ 30.00</td>
<td>$ -</td>
<td>Per semester</td>
</tr>
<tr>
<td><strong>Registration - Staff &amp; Faculty</strong></td>
<td>$ 40.00</td>
<td>$ 40.00</td>
<td>$ -</td>
<td>Per semester</td>
</tr>
<tr>
<td>For each 15 minutes of late pick-up</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>For every week payment is late</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>
II SPECIAL FEES (Cont.)

<table>
<thead>
<tr>
<th>FY2019-20 Adopted</th>
<th>FY2020-21 Proposed</th>
<th>Amount Change</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noyce Scholar Forfeited Stipend Repayment Fee</td>
<td>5% of Forfeited Stipend</td>
<td>5% of Forfeited Stipend</td>
<td></td>
</tr>
</tbody>
</table>

NOYCE Fellowship Scholars are awarded a scholarship stipend. Upon their acceptance of the stipend they acknowledge that they are responsible to repay the stipend if they withdraw from the program at any time. Once a student withdraws, Rio Salado creates a repayment amortization which includes a repayment administration fee.

On average, the typical NOYCE Scholar pays $10 per month for a 60 month period; $600 over the life of the payment plan.

Identification Card Replacement Fee

| Basic Card Replacement | $ 5.00 | $ 5.00 | - |

Charge will cover the cost of replacing simple identification cards; original card will still be provided at no additional cost.

| Magstripe/Smart Card Replacement | $ Actual Cost | $ Actual Cost | |

Charge will cover the actual cost of replacing more technologically sophisticated identification cards that could contain a magnetic strip or programmable microchip; the original will still be provided at no additional cost.

Requests for Public Records

| Paper Format - per page | $ 0.25 | $ 0.25 | - |
| Fax Copies - per page | $ 1.00 | $ 1.00 | - |

Electronic Format - per USB Flash Drive

| $ 15.00 | $ 15.00 | - |

Documents that are readily available in electronic format are copied to USB Flash drive.

Electronic Reproduction of Records to alternative formats - per page

| $ 0.25 | $ 0.25 | - |

This fee is for the conversion of records to electronic format pursuant to a public records request. This fee will be charged in addition to $15.00 fee to produce records electronically. However, requests that require staff time and resources to convert from paper to alternative format (such as PDF) in order to place the documents on a flash drive, will be charged at the current per page rate for paper production; $0.25 per page.

Interpreter Preparation Program Application Fee

| Actual Cost | Actual Cost |

This fee is used to support the hiring of certified interpreters to assist with the Program Admission process. The certified interpreter reviews student videos submitted to ensure that students have the American Sign Language competencies required to meet the standards to pursue the demands of an Interpreter. The rate charged by interviewers and raters is set by national the Sign Language Proficiency Interview (SLPI).

Maricopa Student Refund Program (MSRP) - Effective March 2019

| Void Check | $ 10.00 | $ 10.00 | - |
| Copy of Check | $ 15.00 | $ 15.00 | - |
| Stop Payment on Check | $ 25.00 | $ 25.00 | - |

Admission criteria to attend a college within the Maricopa County Community College District (MCCCD) is determined in accordance with state law (ARS 15-1805.01 and 15-1821) and regulations of the Maricopa Community Colleges Governing Board and the Chancellor. As such, participants enrolled in courses in courses as part of third party agreements are also subject to the same admissions criteria. This includes the participant resolving any current enrollment or administrative holds that are unrelated to the third party in existing student account, but that otherwise impact his/her eligibility to enroll in courses or participate in programs delivered by MCCCD faculty or staff.
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Item Number | Item Title | Responsible Agents
---|---|---
12.2 | Consultant Selection for Districtwide Facilities Master Planning Services | Dr. James Moore

Recommendation
We recommend that the Governing Board approve the selection of

SmithGroup

to provide comprehensive districtwide facilities master planning services in the amount of $1,000,000.

Justification
The Capital Development Advisory Council (CDAC) reviewed this item at its March 17, 2020 meeting and recommended that it be submitted for Governing Board action.

At its October 22, 2019 meeting, the Governing Board provided Conceptual Approval for districtwide facilities master planning. The District has not undertaken a facilities master plan since 2003. Significant changes have taken place since then and a new comprehensive master plan is much needed as limited capital resources need to be utilized in the most effective ways possible.

SmithGroup is a nationally recognized multi-disciplinary design and consulting firm with a specialty in college master planning. SmithGroup will work directly with our colleges to provide individual campus masterplans which will build to a districtwide masterplan. The initial focus would be to prioritize work on those campuses facing Higher Learning Commission (HLC) accreditation first, followed by the remaining campuses and then the overall districtwide plan.

The preliminary estimate for completion of this task is approximately 12-15 months.

Funding for this work will be provided from Operating funds, from the previously established $1million Total Project Budget.

Funding

<table>
<thead>
<tr>
<th>Source</th>
<th>Account Information</th>
</tr>
</thead>
<tbody>
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<td>$1million</td>
<td>DSTWD-110-801985…Proj # 20.1436</td>
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CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

<table>
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<tr>
<th>Item Number</th>
<th>Item Title</th>
<th>Responsible Agents</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.3</td>
<td>Conceptual Approval for Remodeling in the North Campus Complex (NCC) at South Mountain Community College</td>
<td>Dr. James Moore Dr. Shari Olson</td>
</tr>
</tbody>
</table>

Recommendation
We recommend that the Governing Board provide conceptual approval for remodeling of approximately 6,380 gross sq. ft. (gsf) in the North Campus Complex (NCC) at South Mountain Community College, with a Total Project Budget of $520,000.

Justification
The Capital Development Advisory Council reviewed this item at its March 17, 2020 meeting and recommended that it be submitted for Governing Board action.

SMCC is working diligently to increase the graduation rates of underserved populations, particularly within the Construction Trades areas. This proposed remodel, combined with the advancements with SMCC’s educational partnerships, will increase opportunities for SMCC students to participate in internships and to develop the appropriate skills required by our local businesses.

The proposed scope of work includes remodeling of approximately 6,380 gross sq. ft. (gsf) in the NCC. Modifications and improvements will be made to a number of existing classrooms and interior work spaces to support the new programs. Budget permitting, the project may also include minor modifications and expansion of the surrounding site to provide a large, secure walled storage and staging yard for materials and supplies needed for the program. There will be no increase to the existing building size of 50,475 gsf.

Future individual contract awards and purchase orders will be presented to the Board and/or CDAC for appropriate action as they occur.

The Total Project Budget of $520,000.00 will be provided as follows:

$520,000 SMCC Prop 301

The estimated construction completion date is August, 2020.

**Funding**

<table>
<thead>
<tr>
<th>Source</th>
<th>Account Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>$520,000</td>
<td>Fund 321</td>
</tr>
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</table>
I. **Action Request Summary**

South Mountain Community College requests Conceptual Approval for remodeling approximately 6,380 gsf within the existing NCC building, with a Total Project Budget of $520,000. The proposed scope of work includes modifications and improvements to a number of existing classrooms and interior work spaces to support the College’s new Construction Trades programs. Also included are minor modifications and expansion of the surrounding building site to provide a large, secure walled storage and staging yard for materials and supplies needed by the program.

**Supporting District and College Mission, Goals and Strategic Plans**

Supporting the District Mission:
- ☒ General Education
- ☒ Developmental Education
- ☒ Workforce Development
- ☒ Community Education
- ☒ Civic Responsibility

Supporting the District and Board Outcomes:
- ☒ Workforce and Economic Development
- ☒ Developmental Education
- ☒ Community Development and Civic and Global Engagement

**Previous Board Action on this Project**  None- Original Action to be at 3/24/2020 meeting.

**Policy Requirement**

**Administrative Regulation 1.14 Capital Development Projects**

1.14.1 The Capital Development Advisory Council is designated by the District’s Governing Board to review and approve Capital Development Projects and to approve guidelines for the administration and management of Capital Development projects in the Maricopa Community College District.

1.14.2 CDAC is responsible for the initial review and approval of the following, which are then forwarded to the Governing Board for final approval:

   A. Conceptual Approval of Capital Development Projects with a budget greater than $500,000.
II. Project Scope/Description/Justification

This project proposes remodeling approximately 6,380 gsf of existing space within the 50,475 gsf NCC building to provide space for training of three construction trades: carpentry (framing), plumbing, and electrical, along with classroom-based lectures for instruction of construction document review, OSHA training, development of Tech Math skills, and proper use of industry related power tools. Instruction will be housed in classroom space on the second floor of the NCC building.

The program goals of the Associate of Applied Science in Construction Technology is to prepare individuals to apply technical knowledge and skills in carpentry or plumbing or electrical systems in residential and commercial settings. Instruction to be provided is in both the theoretical and practical aspects of the construction trade and includes course work in safety, tools and equipment, construction calculations, blueprint reading, and trade-specific codes, material characteristics, and installation techniques. Students successfully completing the program will receive Certificates of Completion (CCL) with emphases in Carpentry, Electrical, and Plumbing are also available and are embedded in this program. The core purpose of the program is to meet the needs of our community by providing Occupational education and career development creating programs in Construction Technology to align with our academic mission. Industry Partnerships with employers and hands on workplace experience for students driven by local businesses will be available along with the implementation of a regional industry sector institute across the District with a single point of entry. Access to potential industry partners will enhance the student experience and prepare them for rewarding careers in the construction industry. Our program combines lecture, group interaction, and hands-on trades training along with the supports and career guidance needed to be a successful professional. Courses will be taught by top professionals in real-world environments equipped with current, industry-specific technology, tools, equipment and intense curriculum.

One of the unique features of the CTE program is the student experience. Each cohort will have support and will include the my360 experience which is unique to SMCC. The program is designed to enhance the student experience by providing a student orientation and renovating one of the spaces for a construction trades student success center, concentrating on the non-cognitive supports such as retention/persistence/completion and other social insecurities that students may face.

Existing NCC building location – portion of interior/ exterior spaces to be remodeled to support new Construction Trades program
III. Describe Any Alternatives That Were Considered In Lieu of New Construction or Significant Remodeling

Exhaustive efforts were made to find suitable alternative spaces on the campus that could support the proposed program but without success. Even lease or rental of off-site spaces were considered with the potential community partners but, again, nothing was found to support the proposed program and share the benefits of occupancy of space on campus with proximity to campus support and related academic activities.

There are also no other spaces to be found within the SMCC campus that could be remodeled to provide these spaces without compromising program goals.

IV. Recommended Project Delivery Method and Process

The NCC Construction Trades Remodel will be constructed using Job Order Contracting delivery method. Design and Engineering services will be obtained through one of the District’s on-call annual services consultants. Requests for Qualifications proposals for the design team and the construction contractor will be issued shortly after Conceptual Approval is provided by the Governing Board.

V. Estimated Project Schedule

<table>
<thead>
<tr>
<th>Dates</th>
<th>Begin</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant and Contractor Selections</td>
<td>April 2020</td>
<td>April 2020</td>
</tr>
<tr>
<td>Design &amp; Construction Documents</td>
<td>April 2020</td>
<td>June 2020</td>
</tr>
<tr>
<td>Bidding by JOC of subcontracted work</td>
<td>May 2020</td>
<td>June 2020</td>
</tr>
<tr>
<td>Construction</td>
<td>June 2020</td>
<td>August 2020</td>
</tr>
<tr>
<td>Anticipated Occupancy</td>
<td>August 2020</td>
<td>August 2020</td>
</tr>
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</table>

VI. Estimated Total Project Budget

<table>
<thead>
<tr>
<th>Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultants</td>
<td>$ 30,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$ 350,000</td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>Technology (voice and data, A/V)</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Security</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Miscellaneous, including contingencies</td>
<td>$ 50,000</td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
<td><strong>$ 520,000</strong></td>
</tr>
</tbody>
</table>

Total Project Cost $ 520,000
Total Project Cost per GSF $ 81.50/gsf
Direct Construction Cost $ 350,000
Direct Construction Cost per GSF $ 54.85/gsf

Funding Sources

Proposition 301 Funds $ 520,000
VII. **Project Data**

A. Project Description, including the compliance/impact on the Master Facilities Plan for the campus/site.

The proposed remodel includes modifications and improvements on the first and second floors of the NCC to create specialized lab space for Construction Trades, a Student Success Center, and faculty office(s).

B. Proposed remodeled Gross Square Footage by Use

**TOTAL PROPOSED GROSS SQUARE FEET (gsf): 6,380 gsf**

**GSF by Use:**

<table>
<thead>
<tr>
<th></th>
<th>Learning Resource Center/ [CTE Workroom/ Training]</th>
<th>Fine Arts:</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration:</td>
<td>n/a</td>
<td>Child Care:</td>
<td>n/a</td>
</tr>
<tr>
<td>Student Success [sticky space]:</td>
<td>1000</td>
<td>Performing Arts:</td>
<td>n/a</td>
</tr>
<tr>
<td>Faculty Services [office area]:</td>
<td>460</td>
<td>Bookstore/Food Service/Dining</td>
<td>n/a</td>
</tr>
<tr>
<td>Classrooms:</td>
<td>1620</td>
<td>Physical Plant</td>
<td>n/a</td>
</tr>
<tr>
<td>Fitness Center:</td>
<td>n/a</td>
<td>Community Room</td>
<td>n/a</td>
</tr>
</tbody>
</table>

C. Academic/administrative programs to be housed in the remodeled space

A. CTE Workspace [hands-on] – [space to remain as-is for new use proposed]

B. CTE Classroom

C. CTE Faculty and Student success activity space

D. Amount of space (gsf) and utilization of space by program

<table>
<thead>
<tr>
<th>Space or Persons by Program (as listed above)</th>
<th>A</th>
<th>B</th>
<th>C</th>
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<tbody>
<tr>
<td><strong>Current [program does not yet exist]</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space (gsf)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Students (headcount or FTSE)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Faculty (persons or FTE)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Administration (persons or FTE)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| **Projected [new program proposed]**         | 3300 | 1620 | 1460 |
| Students (headcount or FTSE)                 | 48   | 48   | incl in ‘A’ |
| Faculty (persons or FTE)                     | 4 incl in ‘A’ | incl in ‘A’ |
| Administration (persons or FTE)              | 0    | 0    | 0    |

(Assumption #1: 48 FTSE/ semester x 2 = 96 FTSE)

(Assumption #2: ‘varies’ for student use – at no time will all 48 students occupy the space at one time. Occupancy limit for 1000sf allows for 25sf/person = 40 person occupancy max]

VIII. **OTHER APPICABLE SCOPE OR ADDITIONAL WORK** (categories not listed above):

Budget permitting, minor site work to provide a secure and separate access for existing the childcare facility.
IX. **VACATED SPACE**

Projected use of vacated space: tbd as other campus programs evolve.

X. **DOES THIS PROJECT ADDRESS FIRE, LIFE SAFETY OR MAINTENANCE ISSUES IN AN EXISTING FACILITY?** N/A

XI. **IS THIS PROJECT DESIGNED TO CORRECT CURRENT DEFICIENCIES IN THE EXISTING FACILITY?** N/A

XII. **DOES THIS PROJECT INCLUDE ANY PROPOSED SHELL (UNFINISHED) SPACE?**

This project does not include any shell (unfinished) space.
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda  Meeting Date April 7, 2020

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Title</th>
<th>Responsible Agents</th>
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<tr>
<td>12.4</td>
<td>Nursing Building</td>
<td>Dr. James Moore</td>
</tr>
<tr>
<td></td>
<td>Air Handler Replacement at Glendale Community College</td>
<td>Dr. Teresa Leyba-Ruiz</td>
</tr>
</tbody>
</table>

**Recommendation**
We recommend that the Governing Board approve issuing a purchase order in the amount of Two Hundred Sixty-Three Thousand Five Hundred Seventy-One and 45/100ths Dollars ($263,571.45) to

Johnson Controls, Inc.

for replacement of the air handler unit in the Nursing Building at Glendale Community College.

**Justification**
The Capital Development Advisory Council reviewed this item at its February 18, 2020 meeting and recommended that it be submitted for Governing Board action.

District Facilities Planning & Development (FP&D) and Glendale Community College (GCC) are requesting the approval of a purchase order to replace the air handling unit (AHU) serving the GCC Nursing Building (NU), along with new zone control devices, Variable Air Volume (VAV) boxes and replacement of an electrical distribution panel. The unit is approximately fifty-five years old and has been identified as one of several buildings with air handler units from the campuses original construction that require replacement. The air handler unit provides cooling, heating, and fresh air for the building. GCC and FP&D have explored both repair and replacement options and have been informed that due to the AHU age and condition, temporary repairs will not prevent probable unit failure. In addition, because of the air handler’s age, many replacement parts are no longer available and would need to be custom manufactured with a substantial lead-time and at a significantly higher cost.

GCC has begun a systematic retirement/replacement program based on air handler unit condition to avoid emergency replacements. Unit selections will assure continued operation, improve comfort levels, and reduce utility and maintenance costs. All original construction air handlers are scheduled to be replaced as a part of the districtwide Deferred Maintenance Program.

Pricing for this work was obtained from Johnson Controls, Inc. in the amount of $263,571.45 through their U.S. General Services Administration (GSA)/Schedule 84 (Contract # GS-07F-190CA), which has been reviewed and accepted by our Purchasing Department for MCCCD’s use.

Construction completion is projected for July 31, 2020.

Funding will be provided from Deferred Maintenance Program Funds.

**Funding**

<table>
<thead>
<tr>
<th>Source</th>
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Consent Agenda
Action Item

Governing Board Agenda

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<tbody>
<tr>
<td>12.5</td>
<td>Wayfinding Signage Purchase Order at Scottsdale Community College</td>
<td>Dr. James Moore, Ms. Chris Haines</td>
</tr>
</tbody>
</table>

**Recommendation**
We recommend that the Governing Board approve awarding a Purchase Order (PO) in the amount not to exceed Four Hundred Fifty Thousand and no/100ths Dollars ($450,000.00) to

**Airpark Signs and Graphics**

for campus wayfinding signage at Scottsdale Community College.

**Justification**
The Capital Development Advisory Council reviewed this item at its March 17, 2020 meeting and recommended that it be submitted for Governing Board action.

The existing signs at SCC were installed approximately 15 years ago before improvements and new construction from the 2004 G.O. Bond program were fully completed. An updated signage package has been reviewed and approved by the Salt River Pima-Maricopa Indian Community (SRPMIC) design review council. SCC is using a phased approach to purchase and install the new, approved signs. Phase 1, which included monument signs at each of the four entrances to the college, has been completed.

SCC would like to proceed with phases 2 and 3 at this time. Phase 2 will include pedestrian and vehicular directional signage as well as kiosk map structures across the campus. Phase 3 will include building identifiers and parking lot signs. Both of these phases will also include demolition and disposal of existing signs, fabrication of new signs, installation, and permit and submittal fees to SRPMIC as required.

The total cost of phases 2 and 3 is **not to exceed $450,000** and the work will be performed by **Airpark Signs and Graphics** under the City of Peoria Cooperative Contract #P19-0079.

Funding will be provided from SCC’s unexpended plant funds.

**Funding**

<table>
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<th>Source</th>
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<tbody>
<tr>
<td>Account Information</td>
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CONSENT AGENDA
ACTION ITEM

Governing Board Agenda
Meeting Date April 7, 2020

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</thead>
<tbody>
<tr>
<td>12.6</td>
<td>Sun Corridor Network IGA</td>
<td>Dr. James Moore</td>
</tr>
</tbody>
</table>

**Recommendation**
It is recommended that the Governing Board approve the District entering into an Intergovernmental Agreement (IGA) between Maricopa County Community College District (MCCCD) and The Arizona Board of Regents, on behalf of The University of Arizona, Arizona State University, and Northern Arizona University acting together as the Sun Corridor Network (SCN) to participate in the non-profit regional research and education network known as the SCN.

**Justification**
In compliance with the District's commitment to maintain the operational effectiveness of its Information Technology systems and provide lower cost Internet services and research opportunities for students district wide, MCCCD requests approval of this IGA so that the District can join the SCN. Joining the network provides the opportunity to reduce the price currently paid for Internet access, by approximately $36,000/year, with the potential to double that amount if Maricopa is able to switch both of its primary Internet connections.

SCN allows education organizations in the region and nationally to collaborate in driving down the cost of Internet access for each institution, participate in research, and provide services for students. It is also the regional connector to Internet2, which includes 321 U.S. institutions of higher education and comprises 43 regional and state education networks. Participation in the Internet2 is available only to higher education institutions connected to their regional research and education network. “Internet2 is a member-driven advanced technology community founded by the nation’s leading higher education institutions in 1996. Internet2 provides a collaborative environment where US research and education organizations can solve common technology challenges and develop innovative solutions in support of their educational, research and community service missions. The Internet2 community touches nearly every major innovation that defines our modern digital lives—and continues to define ‘what’s next.’”

**Funding**

<table>
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<tr>
<th>Source</th>
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<tbody>
<tr>
<td></td>
<td>DSTWD-INFOTECH-110-802110-INST SPPT</td>
</tr>
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</table>
Intergovernmental Agreement for Network Services

This Intergovernmental Network Service Agreement ("IGA") is entered into pursuant to A.R.S. §11-952 as of Click here to enter a date. ("Effective Date") by and between The Arizona Board of Regents, a body corporate, on behalf of The University of Arizona, Arizona State University, and Northern Arizona University (each an “Institution”) acting together as the Sun Corridor Network ("Sun Corridor") and Click here to enter text. ("End User"). Sun Corridor and End User are each referred to herein as a "Party", and collectively "Parties". The purpose of this IGA is to provide general terms and conditions and a framework within which End User may from time to time purchase certain network services ("Network Service(s)") from Sun Corridor for End User use. Additional terms and conditions that apply to each type of Network Service are set forth in network service orders ("Network Service Order(s)"), if and when applicable. This IGA, Network Service Order(s) and any other attachments incorporated therein shall collectively be referred to as the "Agreement" and are binding upon the Parties.

1. Recitals
   A. Sun Corridor is a member of the Internet2 ("I2") member-owned advanced technology community and serves as a Connector to provide access to I2 services for other public educational institutions.
   
   B. ________________________________ is a political subdivision of the State of Arizona.
   
   C. Sun Corridor desires to provide End User with access to I2 services, on the terms and conditions set forth in this Agreement.
   
   D. The Parties are empowered to carry on activities included in this Agreement pursuant to A.R.S. §§ 11-951 et seq., 15-341, 15-342 and 41-2632.

2. General

2.1. Orders for Network Services

   a. Network Service Orders. End User may request a Network Service from Sun Corridor by submitting a Network Service Order, signed by End User, for consideration by Sun Corridor. End User acknowledges and agrees that End User is solely responsible for the accuracy of all Network Service Orders and other information that it provides to Sun Corridor. Upon completion of the review of End User’s request, Sun Corridor will notify End User as to whether such request has been accepted or rejected, which acceptance or rejection is at Sun Corridor’s sole discretion.

   b. Conditions. Each accepted Network Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this IGA. Network Service Orders shall clearly set forth the term, pricing, service type and location(s), and any additional specific terms for the Network Services. The pricing stated in any Network Service Order is contingent on
Network Service availability (as determined by Sun Corridor). All Network Service Orders shall be subject to availability and acceptance by Sun Corridor, and shall supersede any prior Network Service Orders for the same Network Service.

c. **Service Activation.** Sun Corridor will notify End User that the Network Service is activated, meets the service specifications as defined in the applicable Network Service Order, and is available for use by End User ("Service Available Notice"). End User shall have five (5) days in which to notify Sun Corridor that the Network Service is not functioning properly because it does not meet the service specifications. If End User has notified Sun Corridor within such five (5) day period that the Network Service does not meet the service specifications, then Sun Corridor shall take such steps reasonably necessary to cause the Network Service to meet the service specifications, at which time Sun Corridor shall issue a new Service Available Notice and the acceptance process above shall be repeated. End User’s failure or delay to test the Network Service or failure or delay to utilize the Network Service on or after the Service Available Notice date shall not relieve End User from paying for the Network Services from the Network Service Date.

2.2. **Order of Precedence.** In the event of a conflict between a term(s) of this IGA and the term(s) of the Network Service Order, precedence will be given in the following order: (a) an executed Network Service Order, but solely with respect to the Network Service(s) covered by that Network Service Order; and (b) this IGA. Silence regarding a provision does not constitute a conflict.

3. **Term**

3.1. **Term.** The term of this IGA shall commence as of the Effective Date and remain in effect for a period of one (1) year (the "Initial Term"), unless earlier terminated in accordance with a Party’s rights hereunder or by mutual written agreement of the Parties. This IGA will automatically renew following the Initial Term for consecutive one (1) year periods (each a "Renewal Term"), not to exceed a total of five (5) years or until either Party provides the other Party with written notice of its intent not to renew the Initial Term or the then-current Renewal Term at least ninety (90) days before the end of the then-current Term. The initial Term and any Renewal Terms are collectively referred to herein as the "Term". Notwithstanding the foregoing, this IGA shall govern and continue in effect with regard to any Network Service Order until the termination of such Network Service Order.

3.2. **Network Service Order Term.** The term of each Network Service Order shall commence on the Service Available Notice effective date for such Network Service and continue for the period of time specified in that Network Service Order ("Network Service Initial Term"), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Network Service Order, the term of each such Network Service Order shall automatically renew for one (1) year periods (each a "Network Service Renewal Term") until terminated by either Party upon at least ninety (90) days written notice prior to the end of the Network Service Initial Term or the then-current Network Service Renewal Term. The Network Service Renewal Term
shall not exceed a total of five (5) years.

4. **Billing and Payment**

4.1. **Commencement of Billing.** Billing will commence on the Service Available Notice effective date and End User shall be obligated to pay any and all fees as set forth in the relevant Network Service Order.

4.2. **Payment of Invoices**

a. **Network Service Fees.** Each Network Service Order will set forth all charges, including but not limited to non-recurring charges, annual recurring charges, quarterly recurring charges, and monthly recurring charges (collectively “Network Service Fees”) that End User is required to pay to Sun Corridor under such Network Service Order. Sun Corridor will provide End User with invoices for the Network Services. All amounts due Sun Corridor are payable in full within thirty (30) days of the invoice receipt (the “Due Date”). All invoices shall call for payments in U.S. dollars.

b. **Rate Increases.** For each Network Service Renewal Term, Sun Corridor may increase rates for any Network Services thereunder if Sun Corridor provides End User notice of the increase at least sixty (60) days prior to the date of increase. Rates will not increase for the Network Service Initial Term.

c. **Late and Unpaid Invoices.** If End User fails to make any payment required under this Agreement by the Due Date, (a) a late charge shall accrue equal to one percent (1.0%) simple per annum of the unpaid balance per month; and (b) Sun Corridor may take any action in connection with any other right or remedy Sun Corridor may have under this Agreement, including termination of Network Services, or at law or in equity. In the event Sun Corridor receives a payment and it is returned for insufficient funds or bank charges, the End User will reimburse Sun Corridor for all associated bank charges paid by Sun Corridor as well as the above stated interest to the extent applicable.

d. **Disputed Invoices.** In the event of any disputed invoiced Network Service Fee, End User shall provide Sun Corridor with written notice of the disputed amount within thirty (30) days of invoice receipt and shall timely pay any undisputed portion of such invoice. End User shall waive its right to dispute any invoiced Network Service Fees if it fails to provide written notice of the disputed amount within such thirty (30) day period. The Parties shall cooperate in good faith to attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, End User shall pay to Sun Corridor the resolved amount of Network Service Fees due Sun Corridor.

e. **Taxes.** Except for taxes based on Sun Corridor’s net income or property, End User shall be responsible for payment of all applicable taxes, impositions, fees, or other charges that arise in any jurisdiction as a result of the transactions contemplated herein, including
without limitation all sales, use, value added, consumption, gross receipts (other than in lieu of net income tax), excise, stamp or transfer taxes, however designated, and Universal Service Fund assessments, as applicable (collectively referred to as “Transaction Taxes”). If any authority asserts that Sun Corridor should have collected any Transaction Taxes from End User, which Sun Corridor did not collect, End User hereby agrees to be responsible for such Transaction Taxes.

5. **Delivery of Service**

5.1. **Network Monitoring, Management and Local Access**

a. **Sun Corridor Network Operations Center (NOC).** Sun Corridor will provide, through the Sun Corridor NOC, the following network monitoring and management services:

i. Proper monitoring and maintenance services (including problem determination and correction, routing set-up and control, performance monitoring, and security management) for its network twenty-four (24) hours per day, every day.

ii. Contact information for the NOC to allow for direct NOC to NOC communication between the Parties, both during and outside of normal business hours.

iii. Prompt notification to the respective Party’s NOC in the case of any network outage or degradation of either Party’s network to perform as expected for a high-performance advanced network.

iv. Coordination of any architecture, feature, software or equipment change with the other Party that may impact connectivity and performance.

v. Installation and maintenance of performance monitoring, troubleshooting, debugging and management tools consistent with current policies for Sun Corridor.

vi. Support for new network technologies, features and capabilities as they become available and are adopted as part of advanced network services in the R&E community.

vii. Maintenance of a headroom policy for its network and ports that provide sufficient capacity to support advanced networking applications with high data rates and the ability for traffic to burst.

viii. Performance data and statistics with respect to the Network Services. Sun Corridor will develop and provide a template for performance data and statistics. It is preferred that the Party publish its performance data and statistics on its web page, or at a minimum make them available to members of the Sun Corridor Network community via an appropriate forum.
b. **Scheduled Maintenance.** Scheduled maintenance may, but generally will not, result in Network Service interruption. If scheduled maintenance requires Network Service interruption, Sun Corridor will: (a) provide End User notice, and (b) work with End User to minimize such interruptions.

5.2. **Interruption, Suspension and Reduction of Service**

a. **Interruption of Service.** End User acknowledges that Sun Corridor is a “Connector” to I2, and may be subject to interruptions, suspensions or reductions in service by I2. Sun Corridor further reserves the right to interrupt, suspend or reduce Network Service to End User or any other person, when such action is necessary in Sun Corridor’s sole and absolute discretion. Sun Corridor may where reasonably possible, but does not promise to, provide advance notice to the End User of any such interruption, suspension, or reduction. As soon as possible following the interruption, suspension or reduction Sun Corridor will use reasonable commercial efforts to contact End User in an attempt to resolve any problems and restore Network Service.

b. **Prevention of Harm.** In the event Sun Corridor (a) is advised by a governmental authority with appropriate legal jurisdiction that End User’s use of the Network Service is a violation of state, national or international law, or (b) reasonably determines that End User’s use of the Network Service is or may adversely affect the Network Service or Sun Corridor Network, or interfere with other user’s use of the Network Service or Sun Corridor Network, Sun Corridor shall notify the End User and provide a reasonable period for End User to correct the problem, except as provided below. However, if in Sun Corridor’s sole judgment, End User’s continued use of the Network Service presents a threat of harm, damage or injury to Sun Corridor, the Sun Corridor Network, or End Users, or if ordered to do so by a governmental authority, Sun Corridor shall have the right to suspend End User’s use of the Network Service immediately.

5.3. **Modification.** Sun Corridor reserves the right to modify or otherwise change the delivery of Network Service at any time. Sun Corridor shall give written notice to the End User via email ("Modification Notice"). End User has the right to terminate this Agreement if Sun Corridor modifies the Network Service in any way that materially harms End User upon thirty (30) days written notice provided such notice is provided with thirty (30) days of the receipt of Modification Notice.

5.4. **Regulatory and Legal Changes.** If changes in applicable law materially affect delivery of Network Services, or otherwise require modification of this Agreement, the Parties will, in good faith, negotiate appropriate changes to this Agreement.

6. **LIMITATION OF LIABILITY**

6.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, AGENTS OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES
ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEEABLE. FOR AVOIDANCE OF DOUBT, IT IS THE PARTIES’ INTENT THAT ANY DAMAGES AS A RESULT OF A CLAIM BY AN END USER OR CUSTOMER ARISING FROM A BREACH OF THIS AGREEMENT ARE NOT CONSIDERED CONSEQUENTIAL.

6.2. NOTWITHSTANDING ANY CONTRARY PROVISION SET FORTH IN THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE THAT IN NO EVENT SHALL EITHER PARTY’S ENTIRE LIABILITY FOR ANY LIABILITIES, LOSSES, CLAIMS, JUDGMENTS, DAMAGES, EXPENSES OR COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL) ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE ANNUAL NETWORK SERVICE FEE(S) PAID BY END USER TO SUN CORRIDOR UNDER THIS AGREEMENT DURING ANY CONSECUTIVE TWELVE (12) MONTH PERIOD.

6.3. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRACT IN THIS AGREEMENT, SUN CORRIDOR SHALL NOT BE LIABLE FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY INTERRUPTION OR TERMINATION OF PARTICIPATION.

6.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, AUTHORIZED ORGANIZATIONS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS EXCEPT FOR INTENTIONALLY MALICIOUS ACTS.

7. WARRANTIES

7.1. EACH PARTY REPRESENTS AND WARRANTS TO THE OTHER THAT (A) THIS AGREEMENT HAS BEEN DULY EXECUTED AND DELIVERED AND CONSTITUTES A VALID AND BINDING AGREEMENT ENFORCEABLE AGAINST SUCH PARTY IN ACCORDANCE WITH ITS TERMS; (B) NO AUTHORIZATION OR APPROVAL FROM ANY THIRD PARTY IS REQUIRED IN CONNECTION WITH SUCH PARTY’S EXECUTION, DELIVERY OR PERFORMANCE OF THIS AGREEMENT; AND (C) THE EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT DOES NOT VIOLATE THE TERMS OR CONDITIONS OF ANY OTHER AGREEMENT TO WHICH IT IS A PARTY OR BY WHICH IT IS OTHERWISE BOUND.

7.2. THE SUN CORRIDOR NETWORK IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS, INCLUDING UNSCHEDULED OUTAGES, WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUN CORRIDOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SUN CORRIDOR NETWORK WILL NOT BE CAPACITY CONstrained, ERROR-FREE, SECURE, OR UNINTERRUPTED. SUN CORRIDOR AND ITS SERVICE PROVIDERS PERIODICALLY SCHEDULE SYSTEM DOWNTIME FOR MAINTENANCE
AND OTHER PURPOSES. UNPLANNED SYSTEM OUTAGES AND CAPACITY LIMITATIONS ARE ALSO LIKELY TO OCCUR. SUN CORRIDOR SHALL NOT BE RESPONSIBLE FOR THE RESULTING UNAVAILABILITY OF THE SUN CORRIDOR NETWORK OR FOR ANY LOSS OF DATA OR TRANSACTIONS CAUSED BY PLANNED OR UNPLANNED SYSTEM OUTAGES OR THE RESULTING DELAY, MISDELIVERY, OR NON-DELIVERY OF DATA OR OTHER INFORMATION CAUSED BY SUCH SYSTEM OUTAGES OR DELAYS, EITHER PARTIAL OR TOTAL, EITHER INTENTIONAL OR ACCIDENTAL (INCLUDING ANY ERROR, INTERRUPTION OR TERMINATION DUE TO THE DELIBERATE MISCONDUCT OR NEGLIGENCE OF ANY PERSON), WHETHER OR NOT PRIOR NOTICE OF ANY SUCH INTERRUPTION OR TERMINATION HAS BEEN GIVEN NO STATEMENT, ORAL OR WRITTEN, GIVEN BY SUN CORRIDOR, ANY OF ITS EMPLOYEES, OR ANY OTHER PERSON WILL CREATE A WARRANTY, NOR MAY ANY END USER, SUN CORRIDOR NETWORK PARTICIPANT, OR OTHER PERSON RELY ON ANY SUCH STATEMENT FOR ANY PURPOSE. SUN CORRIDOR SHALL NOT BE RESPONSIBLE FOR ANY TRAFFIC AND CONTENT END USER OR ANY OF END USER’S USERS TRANSMITS ACROSS THE SUN CORRIDOR NETWORK.

8. **Press Release and Trademarks**

8.1. **Press Release.** To the maximum extent permitted by Applicable Law, neither Party shall have the right to issue a press release regarding this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8.2. **Marks and Logos.** Neither Party will use the trademarks, trade name, logos, trade dress, or other commercial property of the other Party without the express written approval of that Participating Institution. Sun Corridor shall have the right during the Term to identify End User as a subscriber to Sun Corridor, and in connection therewith, to display the End User’s supplied logo on Sun Corridor’s website and other marketing materials that are pre-approved by End User, in writing. End User shall have the right during the Term to identify itself as a subscriber to Sun Corridor, and in connection therewith, to display Sun Corridor’s supplied logo on End User’s website and other materials that are pre-approved by Sun Corridor, in writing.

9. **Termination**

9.1. **Material Breach or Default.** If either Party commits a material breach or default in the performance of such Party’s obligations under this Agreement, the aggrieved Party shall have the right to give the breaching or defaulting Party written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within thirty (30) days after the defaulting or breaching Party’s receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting and non-breaching Party, at its option, shall have the right to elect to terminate this Agreement on written notice to the other Party at any time thereafter while the breach or default remains uncured.

9.2. **Termination for Bankruptcy, Insolvency.** Each Party shall have the right to terminate this Agreement in whole or in part by giving the other written notice of termination in the event: (a)
the other Party becomes insolvent or makes a general assignment for the benefit of creditors; or (b) a petition under the Bankruptcy Code is filed by or against the other Party unless dismissed sixty (60) days after filing.

9.3. **Termination for Convenience.** Each Party shall have the right to terminate this Agreement in whole or in part, without cause and for its own convenience, by giving the other Party a written notice, specifying the date upon which such termination becomes effective. The termination date must be at least ninety (90) days from the date of the notice. In the event of such termination by the End User, it will cooperate in good faith with Sun Corridor with respect to any transition arrangements requested by Sun Corridor. In the event of termination for convenience by End User, Sun Corridor shall not refund any Network Service Fee or any other payment made by End User and End User shall pay upon termination all remaining Network Service Fees for the remaining period of the Initial Network Service Term or the then current Network Service Renewal Term. In the event of such termination by Sun Corridor, it will refund to End User the annual Network Service Fee paid for the year in which the termination occurs, prorated based on the number of days remaining in the year until the next then-current Term.

9.4. **Effect of Termination.** Whenever a Party has a right to terminate this Agreement, unless expressly stated otherwise, such Party shall not incur any liability to the other Party solely as a result of such termination. A termination of any one Network Service Schedule will not cause all Network Service Schedules, nor the IGA to be terminated. Upon termination of this Agreement for any reason, any and all liabilities accrued prior to the effective date of the termination shall survive.

10. **General Terms**

10.1. **Funding Obligation.** The Parties recognize that the performance by Sun Corridor or End User may be dependent upon the appropriation of funds by the State Legislature of Arizona ("Legislature") or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if Sun Corridor’s or End User’s appropriation for this program is reduced during the fiscal year, or funding becomes otherwise not legally available, Sun Corridor or End User may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. Each Party agrees to notify the other as soon as reasonably possible after unavailability of said funds comes to a Party’s attention and to provide documentation of the unavailability or reduction.

10.2. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. 38-511.

10.3. **Applicability of Terms and Conditions.** These terms and conditions shall apply on an individual basis to each Network Service that End User contracts for under this Agreement.

10.4. **Contractual Relationship.** The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture
or partnership between the Parties or to impose any partnership liability upon any Party.

10.5. **Non-waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

10.6. **Assignment.** Neither Party shall assign or otherwise transfer all or part of this Agreement or its rights or obligations hereunder without prior written approval from the other Party, which such approval shall not be unreasonably withheld. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

10.7. **Entire Agreement.** This Agreement, including, Network Service Orders, and Service Available Notice, which are attached to this Agreement and incorporated herein by this reference, together with any other Exhibits, and Network Service Orders which may hereafter be attached hereto in accordance with the terms of this Agreement, constitutes the entire agreement and understanding between the Parties with regard to Network Services and supersedes any and all prior agreements between the Parties relating to Network Service. This Agreement may not be amended or modified except by a writing signed by both Parties.

10.8. **Severability.** If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will remain in full force and effect.

10.9. **Dispute Resolution.** In the event of any dispute relating to this Agreement, the Parties agree to exhaust all applicable administrative remedies to informally resolve their dispute in good faith. If the parties are unable to resolve their dispute informally, as required by Arizona Board of Regents Policy 3-208, the parties agree to the use of arbitration, mediation or other alternative dispute resolution in accordance with applicable law and court rules.

10.10. **Indemnification.** To the extent allowable under Arizona law, each Party (individually an “Indemnitor”) agrees to indemnify, defend, and hold harmless each other party (individually, an “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the applicable Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

10.11. **No Third Party Beneficiaries.** This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
10.12. **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, including but not limited to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (a) provides the other Party prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event.

10.13. **Good Faith.** The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto.

10.14. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by PDF format or facsimile will be considered an original.

10.15. **Compliance with Applicable Laws.** Each Party will comply with all applicable laws in connection with the subject matter of this Agreement, and its performance under this Agreement.

10.16. **Post-Termination Obligations.** Upon termination of this Agreement, any liabilities accrued before the effective date of the termination will survive.

10.17. **Survival.** The provisions of this Agreement, which by their nature are continuing, shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement.

10.18. **Contractors/Agents.** Both Parties shall have the right to use independent contractors, subcontractors, or other non-employees (collectively “Contractors/Agents”) to perform any of its obligations or to act on behalf of the Party. All actions of Party Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement.

10.19. **Insurance.** End User represents and warrants that it has in force, and will maintain in force adequate worker’s compensation, commercial general liability, error and omissions, and other forms of insurance sufficient to protect from the conduct, acts or omissions, of End User, or its employees, agents and contractors.
10.20. **Acceptable Use Policy and Compliance**

a. **Acceptable User Policy.** End User agrees to be bound by the following Sun Corridor Acceptable Use Policy ("AUP"), and as may be modified from time to time subject to the terms of section 5.6 herein:

“The Sun Corridor Network can be used for any legal purpose, so long as it does not interfere with or adversely affect the operation of the Sun Corridor Network or any network user, as may be determined by Sun Corridor Network. The Sun Corridor Network reserves the right, through its published governance processes, to modify this AUP (and its posted guidelines or other rules) from time to time and intends to provide advance notice of any such modifications.”

b. **Consistent Usage.** Both Parties agree to take reasonable steps, individually and collectively, to ensure use of the Sun Corridor Network by End Users and any other user is consistent with the terms of the Sun Corridor’s AUP.

c. **Good Faith Operation.** Notwithstanding the Sun Corridor AUP, End User agrees not to intentionally violate or tamper with the operation, performance or security of the Sun Corridor Network. End User also agrees to operate equipment that is attached to the Network Services in a manner that does not adversely impact the performance of the Sun Corridor Network or other user’s equipment.

10.21. **Content.** Sun Corridor is not responsible for the content of any information transmitted or received through the Network Services. Sun Corridor exercises no control over, and accepts no responsibility for, the content of the information passing through the Sun Corridor Network, or End User equipment, and use of any such Service is at End User’s own risk.

10.22. **Notices**

a. **Contact Information.** End User shall provide Sun Corridor the following: (a) the name and contact information for the individual responsible for matters relating to payments and invoices (the "Billing Contact"); (b) the name and contact information for the individual responsible for operational decisions for End User (the "Technical Contact"). End User is responsible for updating and providing written notice to Sun Corridor of changes to the above contact information.

b. **Notification of loss of service.** End User shall provide Sun Corridor prompt notification of any loss of Network Service to the Sun Corridor Network or any failure of the connection to perform as expected for a high-performance advanced network connection.

c. **Notification of breach or challenge.** End User agrees to notify Sun Corridor promptly of any known or suspected breach of or challenge to the Sun Corridor Network or any Network Service security or any known or suspected unauthorized use of a End User's facilities to access the Sun Corridor Network or any Network Service(s). Sun Corridor will notify End
User of any known breach of or challenge to the Network Service potentially affecting the End User.

d. **Method of notification.** Unless otherwise provided for in this Agreement, any notice, communication, request or reply (“Notice”) under this Agreement made by either Party to the other must be in writing and shall be effectively given if: (a) addressed to the Party to be notified and deposited in the United States Postal Service using certified or registered mail, postage prepaid with return receipt requested or shipped by a nationally recognized overnight courier service; (b) delivered in person; or (c) sent via email for such Party with a confirmation telephone call, provided, however, that any notice asserting a material breach or default or terminating the agreement shall also be delivered in writing by overnight courier. Any notice mailed is effective three (3) days after it is deposited in a depository of the United States Postal Service or other overnight services, and any Notice delivered in person to a Party shall be effective when received. All notices shall be addressed as set forth in below (or to such changes in address of which one Party notifies the other in accordance with the foregoing).

ACCEPTED AND AGREED:

Click here to enter text.

Signature: ____________________________
Name:  Click here to enter text.Click here to enter text.
Title:  Click here to enter text.
Date:  ___________________________________________________________________

The Arizona Board of Regents, on behalf of The University of Arizona and the Sun Corridor Network

Signature: ____________________________
Name:
Title:  Contracts Manager
Date:  ___________________________________________________________________
Approval

The undersigned attorney has reviewed this Agreement pursuant to A.R.S. § 11-952(D) and determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Click here to enter text.

By: _________________________ Date: __________________________

The undersigned attorney has reviewed this Agreement pursuant to A.R.S. § 11-952(D) and determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Board of Regents, on behalf of The University of Arizona and the Sun Corridor Network.

By: _________________________ Date: __________________________
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Meeting Date April 7, 2020

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<tr>
<th>Item Number</th>
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<th>Responsible Agents</th>
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<tr>
<td>12.7</td>
<td>Employee Benefit Administrative Services Agreement</td>
<td>Dr. James Moore</td>
</tr>
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</table>

**Recommendation**

It is recommended that the Governing Board approve Berkley Accident and Health Stop Loss Insurance Annual Renewal, effective July 1, 2020 and approve the Agreement with Meritain to transition from the Mental Health Network (MHN) to Blue Cross/Blue Shield.

**Justification**

Berkley Accident and Health has provided stop loss insurance for the District since 2015. Stop loss insurance protects the District against catastrophic or unpredictable losses for high cost claims. The July 1, 2020 annual renewal reflects an increase of 5.01%, or $191,000. The annual increase is based on health care cost trends and MCCCD's high costs claims. Currently, we have a high cost claim pending for the amount of $4 million. The budgeted increase for FY21 was over $500,000, so this reflects a decrease in expected costs.

MHN provides behavioral health/substance abuse and Employee Assistance Program (EAP) services for the Maricopa Community Colleges. For 2020 - 2021, MHN is raising its rates again by 15% for behavioral health/substance abuse services while keeping the rate for EAP services constant. The expected cost of the increase is $1,746,486. Therefore, it is recommended that MCCCD transition to the Blue Cross Blue Shield Network and their associated EAP provider (IBH) for 2020 - 2021. With this transition, behavioral health/substance abuse claims would be self-funded just as medical claims. The number of behavioral health providers available to employees would increase from 1,848 (MHN) to 2,668 (BCBSAZ) based on vendor website data. The projected cost for FY2020-2021 is estimated at $1,392,524 to $1,544,599. It is forecasted that MCCCD will realize a cost savings in 2020-2021 of $200,000 - $350,000 by switching to Blue Cross Blue Shield Network and their associated EAP provider (IBH).
AMENDMENT TO PROVIDER NETWORK MANAGEMENT AGREEMENT

This Amendment to Provider Network Management Agreement (“Amendment”) amends and supplements that certain Provider Network Management Agreement, dated July 1, 2005 (the "Agreement"), by and between Blue Cross and Blue Shield of Arizona, Inc., an Arizona non-profit corporation and an independent licensee of the Blue Cross Blue Shield Association ("BCBSAZ"), and Maricopa County Community College District (“Employer”)

EFFECTIVE DATE

The Effective Date of this Amendment is July 1, 2020.

RECITALS

a. Employer would like to make available to its employees an Employee Assistance Program (EAP).

b. BCBSAZ has contracted with IBH Population Health Solutions to provide an EAP option to BCBSAZ customers.

c. Employer wishes to purchase the IBH Population Health Solutions EAP (the “EAP”) from BCBSAZ and BCBSAZ wishes to make the EAP available to Employer’s employees pursuant to the terms of this amendment.

NOW, THEREFORE, the parties agree as follows:

1. EAP Services. During the Term of this Amendment the following EAP services ("Standard Services") will be available to Employer and its employees in exchange for Employer’s payment of the Fees:

   For the Worksite
   • Rapid and simple implementation and contract renewals
   • Quarterly and annual utilization reports
   • Satisfaction surveys for participants
   • Hardcopy materials include flyers, posters, and wallet cards in English and Spanish
   • Unlimited electronic materials for supervisors and members
   • Dedicated account manager supported by a national team
   • Supervisor resources (user guides, web content, and promotional materials)
   • Unlimited phone consultations for supervisors or HR
   • Process development for workplace policies
   • Management referral packets and coaching and return-to-work planning
   • Employee and supervisor orientations

   For the Employee
   • 24/7/365 crisis support
   • Comprehensive assessments conducted by clinicians
   • Referrals to community resources
   • Smooth transition between EAP and other benefits
   • In-person or online video counseling, as appropriate
   • Live, video peer support groups
• Work-Life balance and wellbeing website
• IBH Mobile app and AI chat-bot
• Suite of Work-Life Services
• Live, pre-scheduled monthly webinars
• Unlimited online trainings

2. Fees. For the Standard Services, Employer shall pay BCBSAZ $1.69 per employee per month (PEPM). Employer shall report to BCBSAZ each month the total number of employees for such month and remit payment to BCBSAZ along with its monthly Access Fee payment. Additionally, Employer may elect to purchase the following EAP services (“Additional Services”) for an additional fee to be agreed upon in advance by the Parties:

• Annual Benefit/Wellness fair attendance: no charge for up to 10 meetings. $150 first hour and $100 per hour thereafter for meetings over 10.
• Manager/Supervisor Consultations: $150 first hour; $100 per hour thereafter
• DOT/SAP Evaluations
• Unlimited online trainings or onsite trainings**: $250 per hour plus travel and materials (customization fees apply)
• Critical Incident Stress Debriefings (CISDs) on-site*: Standard Counseling- $200 per hour + travel if necessary or Immediate Counseling (within 2 hours) - $300 per hour + travel
  *$300 cancellation fee will apply
  *Cancellation fee will apply if cancellation notice is not received two weeks prior to presentation

3. Term. The term of this amendment shall commence on the Effective Date and expire at midnight on June 30, 2021.

4. All other terms and conditions set forth in the Agreement and any previous addenda shall remain the same. Any provision herein that is inconsistent with the Agreement shall prevail over such inconsistent term in the Agreement.

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: ____________________________
Print Name: ______________________
Title: ____________________________
Date: ____________________________

BLUE CROSS AND BLUE SHIELD OF ARIZONA, INC.

By: ____________________________
Print Name: ______________________
Title: ____________________________
Date: ____________________________

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: ____________________________
Print Name: ______________________
Title: ____________________________
Date: ____________________________

BLUE CROSS AND BLUE SHIELD OF ARIZONA, INC.

By: ____________________________
Print Name: ______________________
Title: ____________________________
Date: ____________________________
CONSENT AGENDA
ACTION ITEM

Governing Board Agenda

Meeting Date April 7, 2020

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<td>Extension of Contract Services for VB Consulting</td>
<td>Dr. James Moore</td>
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</tbody>
</table>

**Recommendation**
It is recommended that the Governing Board approve a contract extension for VB Consulting in support of MCCCD’s adoption of Guided Pathways. VB Consulting has been contracted to design and develop the student facing educational planning tool, Pathway Planner within our Student Information System.

VB Consulting services to finalize development and support implementation of Student Pathway Planner not to exceed: $450,000.

**Justification**
MCCCD has identified that student educational planning is a critical component of our Guided Pathways implementation. This contract is an extension of the services provided by VB Consulting as an initial body of work, building a customization/bolt-on piece of functionality for SIS and conducting the necessary configuration and setup to support the functionality. With the launch of Guided Pathways and rollout of the tool to students and staff starting in March 2020 the extension will provide for post-production support between now and June 31 to ensure any fixes or updates that need to be made based on production rollout can be supported, and to ensure that the necessary knowledge transfer and documentation are in place for our internal ITS teams to manage tool beyond that date.

**Funding**

<table>
<thead>
<tr>
<th>Source</th>
<th>Transformation Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Information</td>
<td>DSTWD-53210-DISTWIDE-110-801930-INST_SPPT-DSTWD-00000862-IMPLEMENTATION (Activity 2)</td>
</tr>
</tbody>
</table>
Recommendation
In accordance with employee group policies, the attached pages show personnel actions that were approved. Budget approvals have been granted and are on file for the personnel actions in this item, which covers January 18, 2020 through February 14, 2020, for both non-faculty and faculty personnel.

In summary, there were 24 new hires, with all but one residing in the Non-Faculty group. Included in the report is funding information to indicate whether a hire was a replacement for an existing budget line or if the hire was a new budget line. The attached lists are sorted by location and employee type. The breakdown is as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Faculty Hires</td>
<td>15</td>
</tr>
<tr>
<td>Non-Faculty Short-Term Hires</td>
<td>3</td>
</tr>
<tr>
<td>Non-Faculty Hires Specially Funded</td>
<td>5</td>
</tr>
<tr>
<td>Residential Faculty Hires</td>
<td>0</td>
</tr>
<tr>
<td>Residential Faculty Hires, OYO/OSO</td>
<td>1</td>
</tr>
<tr>
<td>Residential Faculty Hires, Specially Funded</td>
<td>0</td>
</tr>
<tr>
<td>Contracted Executive hires</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Hires</strong></td>
<td>24</td>
</tr>
</tbody>
</table>

The separations page of the report, indicates the type of separation for each former employee. The total number of separations for this period was 20.

*These are pro-rated annual amounts based on the start date of the employee.
## Non-Faculty Hires

**Location** | **Effective Date** | **Name** | **Position** | **Job Title** | **Annual Rate** | **FTE** | **Type**  
--- | --- | --- | --- | --- | --- | --- | ---  
District Office | 2/12/2020 | Ardle, Travis | 10001194 | Administrative Specialist Sr | $42,640.00 | 1.00 | Reallocation  
District Office | 1/27/2020 | Hawkins, April | 10024131 | Policy Analyst Senior | $52,139.00 | 1.00 | Reallocation  
District Office | 2/10/2020 | Haynes, Devin Michele | 10020988 | Student Svcs Specialist | $39,790.40 | 1.00 | Replacement  
District Office | 1/27/2020 | Knighten, LaKeSha S | 10001308 | Workforce Dev Manager | $95,067.00 | 1.00 | Replacement  
District Office | 2/10/2020 | Kudthi, Nishita | 10009104 | Software Engineer | $88,192.26 | 1.00 | Replacement  
District Office | 2/3/2020 | Lowery, Lisa A. | 10012036 | Accountant | $60,114.12 | 1.00 | Replacement  
District Office | 2/10/2020 | Prosser, Shane L | 100009140 | Student Svcs Specialist | $39,520.00 | 1.00 | Replacement  
Gateway | 2/10/2020 | Washington, James | 10022988 | Program Analyst Senior | $66,216.53 | 1.00 | Replacement  
Glendale | 1/27/2020 | Burks, Justina | 10022978 | Student Services Specialist | $39,520.00 | 1.00 | Replacement  
Mesa | 1/25/2020 | Pedersen, Christopher James | 10024011 | Tech Support Technician | $35,068.80 | 1.00 | Replacement  
Mesa | 1/25/2020 | Watson, Vanessa | 10003729 | Human Resources Specialist Sr | $51,708.80 | 1.00 | Replacement  
Mesa | 1/25/2020 | Wisniewski, Joshua R. | 10023888 | Tech Support Technician | $34,424.00 | 1.00 | Replacement  
Rio Salado | 2/10/2020 | Howell, Keelan E. | 10006352 | Administrative Specialist Sr | $38,563.20 | 1.00 | Replacement  
Rio Salado | 2/10/2020 | Wagh, Swanand | 10006371 | Software Developer Senior | $77,912.16 | 1.00 | Replacement  
Scottsdale | 1/27/2020 | Hamblen, Stacie J. | 10022502 | Student Services Specialist Sr | $45,718.40 | 1.00 | Replacement

### Non-Faculty Hires for January-February, 2020

15

## Non-Faculty Hires, Short-Term

**Location** | **Effective Date** | **Name** | **Position** | **Job Title** | **Annual Rate** | **FTE** | **Type**  
--- | --- | --- | --- | --- | --- | --- | ---  
Chandler-Gilbert | 1/27/2020 | Williams II, Cyril R | 10024236 | Tech Support Specialist - OYO | $44,969.60 | 1.00 | Replacement  
District Office | 2/10/2020 | Tennant, Julie Anne | 10014085 | Fiscal Technician - OYO | $45,156.80 | 1.00 | Replacement  
South Mountain | 2/3/2020 | Herberg, Geoffrey | 10024078 | PR and Marketing Coord - OYO | $52,499.20 | 1.00 | New

### Non-Faculty Hires, Short-Term for January-February, 2020

3
## Non-Faculty Hires, Specially Funded

<table>
<thead>
<tr>
<th>Location</th>
<th>Effective Date</th>
<th>Name</th>
<th>Position</th>
<th>Job Title</th>
<th>Annual Rate</th>
<th>FTE</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Office</td>
<td>2/3/2020</td>
<td>Sethi, Amrita</td>
<td>10001286</td>
<td>SBDC State Assistant Director - SPF</td>
<td>$88,847.00</td>
<td>1.00</td>
<td>Replacement</td>
</tr>
<tr>
<td>Rio Salado</td>
<td>1/27/2020</td>
<td>Jones, LaTonya C.</td>
<td>10023917</td>
<td>Instructional Designer/Tech - SPF</td>
<td>$72,526.00</td>
<td>1.00</td>
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</tr>
<tr>
<td>Rio Salado</td>
<td>2/10/2020</td>
<td>Marks, Scott A.</td>
<td>10015356</td>
<td>Instructor Senior - SPF</td>
<td>$59,203.00</td>
<td>1.00</td>
<td>Replacement</td>
</tr>
<tr>
<td>Rio Salado</td>
<td>1/27/2020</td>
<td>Pena, Hannah R.</td>
<td>10006726</td>
<td>Instructional Svc Specialist - SPF</td>
<td>$34,091.20</td>
<td>1.00</td>
<td>Replacement</td>
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<tr>
<td>Rio Salado</td>
<td>2/10/2020</td>
<td>Truong, Kim</td>
<td>10009725</td>
<td>Office Assistant - SPF</td>
<td>$32,198.40</td>
<td>1.00</td>
<td>Replacement</td>
</tr>
</tbody>
</table>

### Residential Faculty Hires

<table>
<thead>
<tr>
<th>Location</th>
<th>Effective Date</th>
<th>Name</th>
<th>Position</th>
<th>Job Title</th>
<th>Annual Rate*</th>
<th>FTE</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chandler-Gilbert</td>
<td>1/21/2020</td>
<td>Alber, Katrena Sea</td>
<td>10010136</td>
<td>Biology - OSO</td>
<td>$29,498.04</td>
<td>1.00</td>
<td>Replacement</td>
</tr>
</tbody>
</table>

**Residential Faculty Hires for January-February, 2020** 0

### Residential Faculty Hires, One-Year-Only and One-Semester-Only

<table>
<thead>
<tr>
<th>Location</th>
<th>Effective Date</th>
<th>Name</th>
<th>Position</th>
<th>Job Title</th>
<th>Annual Rate*</th>
<th>FTE</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chandler-Gilbert</td>
<td>1/21/2020</td>
<td>Alber, Katrena Sea</td>
<td>10010136</td>
<td>Biology - OSO</td>
<td>$29,498.04</td>
<td>1.00</td>
<td>Replacement</td>
</tr>
</tbody>
</table>

**Residential Faculty Hires, OYO/OSO for January-February, 2020** 1

### Residential Faculty Hires, Specially Funded

**Residential Faculty Hires, Specially Funded for January-February, 2020** 0

### Contracted Executive Hires

**Contracted Executive Hires for January-February, 2020** 0

**Total Hires for January-February, 2020** 24
<table>
<thead>
<tr>
<th>Location</th>
<th>Name</th>
<th>Job Code</th>
<th>Last Date Worked</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chandler-Gilbert</td>
<td>Dehaan, Jordyn</td>
<td>Fiscal Technician Senior</td>
<td>1/28/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>District Office</td>
<td>Hibbs, James E</td>
<td>Chief Operating Officer</td>
<td>2/1/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>District Office</td>
<td>Moser, Anna Beth</td>
<td>Grants Officer Senior</td>
<td>2/1/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Gateway</td>
<td>Nugent, Wendi Marie</td>
<td>Health Svcs Management</td>
<td>2/5/2020</td>
<td>Retirement</td>
</tr>
<tr>
<td>Gateway</td>
<td>Shortridge, Margaret G.</td>
<td>Training Devel Consultant</td>
<td>2/4/2020</td>
<td>Retirement</td>
</tr>
<tr>
<td>Gateway</td>
<td>Silva, Victor</td>
<td>Student Services Specialist</td>
<td>2/1/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Mesa</td>
<td>Blomvall, Tara</td>
<td>Student Services Manager</td>
<td>1/24/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Mesa</td>
<td>Brazda, Trisha J.</td>
<td>Web Services Coordinator</td>
<td>1/22/2020</td>
<td>Retirement</td>
</tr>
<tr>
<td>Mesa</td>
<td>Hall, Keath D</td>
<td>Instructional Svc Coord</td>
<td>1/24/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Mesa</td>
<td>Haney, Richard</td>
<td>College President</td>
<td>2/1/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Mesa</td>
<td>Lloyd, Lillis</td>
<td>Counselor</td>
<td>1/24/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Mesa</td>
<td>Vasquez, Darlene A.</td>
<td>Student Services Specialist</td>
<td>1/23/2020</td>
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<tr>
<td>Paradise Valley</td>
<td>Caraway, Cheryl Lee</td>
<td>Student Services Tech</td>
<td>2/1/2020</td>
<td>Retirement</td>
</tr>
<tr>
<td>Paradise Valley</td>
<td>McDaniel, Tremena</td>
<td>Library Specialist</td>
<td>1/22/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Phoenix</td>
<td>Neal, Amber J.</td>
<td>Laboratory Technician</td>
<td>2/4/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Rio Salado</td>
<td>McElhone, David</td>
<td>Workforce Dev Analyst Senior</td>
<td>2/7/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Rio Salado</td>
<td>Miller, Dean</td>
<td>Student Services Specialist</td>
<td>1/18/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Rio Salado</td>
<td>Rylee, Richard W.</td>
<td>Network and Systems Spec</td>
<td>2/10/2020</td>
<td>Retirement</td>
</tr>
<tr>
<td>Rio Salado</td>
<td>Vogt, Melissa</td>
<td>Project Manager Senior</td>
<td>2/7/2020</td>
<td>Separation</td>
</tr>
<tr>
<td>Scottsdale</td>
<td>Cruz, Mercy</td>
<td>Student Services Specialist</td>
<td>2/8/2020</td>
<td>Separation</td>
</tr>
</tbody>
</table>

**Total Separations for January-February, 2020** 20
MONITORING REPORT
CHANCELLOR LIMITATIONS
FINANCIAL CONDITION AND ACTIVITIES; FINANCIAL PLANNING AND BUDGETING

Governing Board Agenda
Meeting Date April 7, 2020

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Title</th>
<th>Responsible Agents</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.1</td>
<td>Budget Analysis Report</td>
<td>Dr. James Moore</td>
</tr>
<tr>
<td></td>
<td>Fund 1: General Unrestricted Fund</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For the Eight Months Ending 2/29/2020</td>
<td></td>
</tr>
</tbody>
</table>

GENERAL NOTE: In FY2019, the Budget Analysis Report for Fund 1 was changed to present the District’s financial information in a monthly budget format. Using monthly data from FY2019 and FY2020, we continue to refine budget and financial reporting practices to reflect how actual expenses and revenue expect to be incurred.

Revenue Summary: $515.9M year to date; projected revenue at year end: $717.6M
- The two major revenues, property taxes and tuition, are collected in cycles. Tuition revenue is generally collected at the beginning of each semester while property tax revenue is mostly collected in the fall and spring when semi-annual payments are due from property owners.
- 71.9% of projected revenue have been recognized year to date, which is consistent with the prior year.
- Tuition revenue for the year is projected to exceed the amount budgeted due to slightly higher than expected enrollment.

Expenditure Summary: $456.7M year to date; projected expenditure at year end: $722.5M
- Expenses for Personal Services and Employee Benefits are generally consistent throughout the academic year (August through May) as faculty expenses are primarily recognized during this period. Expenses in July and June of each fiscal year are typically lower.
- 63.2% of projected expenditures have been recognized year to date, which is consistent with the prior year.
- Contingencies of $4.1M included in the Expenditure Analysis line items in the attached report are not expected to be expended.
- Estimated annual expenses for personal services and employee benefits are projecting slightly higher than budget; however, we believe this is a function of how the monthly budget amounts were calculated and we continue to refine this process. We do not expect actual expenses to exceed the amount budgeted by the close of the fiscal year.

Fund Balance and Financial Stability Requirements
- Projections are for the Fund 1 balance to decrease by $4.9M (from $203.2M to $198.3M) in FY 19/20.
- MCCCD is required to maintain a financial stability balance equal to 10% of the annual projected revenue. This currently equates to $69.7M. The remaining fund balance of $128.6M is comprised of college carryforward, allowance for student bad debt, potential uncollected tax levy, reserves for potential claims, Campus Works investment, and a projected undesignated balance of $92.3M.
- While the projected undesignated fund balance is expected to be over $92M, there are ongoing expenses that may potentially impact these balances (i.e., technology, transformation, etc.).
- Financial activities of the District comply with the Governing Board Policies, Chancellor Interpretations 2.4 and 2.6, though Restricted Fund revenue collection often lags behind expenditures given that the nature of grants and financial aid is one of reimbursement for expenditures and awards.
- The Governing Board contingency beginning balance is $900,000. The remaining balance as of 2/29/20 is $900,000.

More information on the Budget Analysis Report access: https://district.maricopa.edu/budget/financial-services-controller/financial-reports
This report is also provided to the Audit & Finance Committee semi-annually.
## Eight months ending February 29, 2020

### REVENUE ANALYSIS

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Budget</th>
<th>Estimated Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>State aid</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>In lieu taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>4,331,815</td>
<td>4,348,576</td>
<td>16,761</td>
<td>8,663,631</td>
<td>8,680,392</td>
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<tr>
<td>General tuition</td>
<td>2,579,600</td>
<td>3,258,924</td>
<td>679,324</td>
<td>154,577,299</td>
<td>157,809,988</td>
<td>3,232,689</td>
<td>173,559,000</td>
<td>176,791,689</td>
</tr>
<tr>
<td>Out of state tuition</td>
<td>123,237</td>
<td>(330,212)</td>
<td>(453,449)</td>
<td>12,139,082</td>
<td>15,686,343</td>
<td>3,547,261</td>
<td>13,500,000</td>
<td>17,047,261</td>
</tr>
<tr>
<td>Out of county tuition</td>
<td>2,342</td>
<td>12,956</td>
<td>10,614</td>
<td>230,667</td>
<td>145,320</td>
<td>(85,347)</td>
<td>256,527</td>
<td>171,180</td>
</tr>
<tr>
<td>Other fees and charges</td>
<td>86,677</td>
<td>145,044</td>
<td>58,367</td>
<td>3,957,634</td>
<td>3,796,356</td>
<td>(161,278)</td>
<td>4,593,128</td>
<td>4,431,850</td>
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<tr>
<td>Investment income</td>
<td>189,100</td>
<td>1,717,341</td>
<td>1,528,241</td>
<td>1,676,585</td>
<td>5,490,349</td>
<td>3,813,764</td>
<td>3,050,000</td>
<td>6,683,764</td>
</tr>
<tr>
<td>Miscellaneous and other</td>
<td>151,482</td>
<td>82,681</td>
<td>(68,801)</td>
<td>1,175,612</td>
<td>1,587,762</td>
<td>412,150</td>
<td>1,890,588</td>
<td>2,302,738</td>
</tr>
<tr>
<td>Transfers from other funds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Subtotal Revenues</strong></td>
<td>19,471,752</td>
<td>19,970,357</td>
<td>498,605</td>
<td>508,357,359</td>
<td>515,911,361</td>
<td>7,554,001</td>
<td>730,003,846</td>
<td>717,557,846</td>
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</table>

### EXPENDITURE ANALYSIS

#### By Function

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Budget</th>
<th>Estimated Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>21,417,094</td>
<td>25,348,928</td>
<td>(3,931,834)</td>
<td>183,739,529</td>
<td>186,220,781</td>
<td>(2,481,252)</td>
<td>268,220,695</td>
<td>270,701,947</td>
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<tr>
<td>Public service</td>
<td>299,089</td>
<td>224,138</td>
<td>74,952</td>
<td>2,402,594</td>
<td>1,752,483</td>
<td>650,111</td>
<td>3,744,238</td>
<td>3,094,127</td>
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<tr>
<td>Academic support</td>
<td>6,077,515</td>
<td>5,864,324</td>
<td>213,190</td>
<td>50,985,177</td>
<td>51,181,089</td>
<td>(195,912)</td>
<td>79,500,797</td>
<td>79,696,709</td>
</tr>
<tr>
<td>Student services</td>
<td>6,842,665</td>
<td>5,503,110</td>
<td>1,339,556</td>
<td>54,268,174</td>
<td>47,831,402</td>
<td>6,436,772</td>
<td>85,546,968</td>
<td>79,110,196</td>
</tr>
<tr>
<td>Institutional support</td>
<td>16,150,476</td>
<td>12,570,325</td>
<td>3,580,151</td>
<td>133,001,923</td>
<td>112,388,866</td>
<td>20,613,058</td>
<td>221,844,383</td>
<td>201,213,325</td>
</tr>
<tr>
<td>Operation and maintenance of plant</td>
<td>4,827,981</td>
<td>4,977,244</td>
<td>(149,264)</td>
<td>39,533,848</td>
<td>43,037,225</td>
<td>(3,503,378)</td>
<td>68,036,985</td>
<td>71,540,363</td>
</tr>
<tr>
<td>Student financial assistance</td>
<td>1,178,009</td>
<td>1,199,001</td>
<td>(20,992)</td>
<td>14,974,747</td>
<td>14,025,836</td>
<td>648,911</td>
<td>17,734,566</td>
<td>17,085,654</td>
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<tr>
<td>Unused carryforward and contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>4,069,927</td>
<td>4,069,927</td>
</tr>
<tr>
<td><strong>Total Operational by Function</strong></td>
<td>56,792,830</td>
<td>55,687,071</td>
<td>1,105,759</td>
<td>478,905,992</td>
<td>456,737,681</td>
<td>22,168,311</td>
<td>748,698,559</td>
<td>726,530,248</td>
</tr>
</tbody>
</table>

#### By Account

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Budget</th>
<th>Estimated Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>35,162,083</td>
<td>34,997,612</td>
<td>194,471</td>
<td>265,506,733</td>
<td>266,469,072</td>
<td>(962,339)</td>
<td>413,420,275</td>
<td>414,382,614</td>
</tr>
<tr>
<td>Employee benefits</td>
<td>9,508,615</td>
<td>9,963,662</td>
<td>(455,047)</td>
<td>77,063,820</td>
<td>79,223,995</td>
<td>(2,160,174)</td>
<td>124,233,561</td>
<td>126,393,735</td>
</tr>
<tr>
<td>Contractual services</td>
<td>4,864,672</td>
<td>4,754,589</td>
<td>110,083</td>
<td>44,506,274</td>
<td>48,029,294</td>
<td>(3,523,020)</td>
<td>72,755,383</td>
<td>76,278,403</td>
</tr>
<tr>
<td>Supplies, materials, parts</td>
<td>730,476</td>
<td>856,296</td>
<td>(125,820)</td>
<td>7,087,904</td>
<td>6,744,698</td>
<td>343,207</td>
<td>11,554,006</td>
<td>11,210,799</td>
</tr>
<tr>
<td>Current fixed charges</td>
<td>731,486</td>
<td>173,106</td>
<td>558,381</td>
<td>7,191,018</td>
<td>7,571,326</td>
<td>(380,308)</td>
<td>11,522,862</td>
<td>11,903,170</td>
</tr>
<tr>
<td>Communications and utilities</td>
<td>1,235,806</td>
<td>1,104,535</td>
<td>131,271</td>
<td>11,279,832</td>
<td>10,390,836</td>
<td>880,996</td>
<td>19,018,831</td>
<td>18,129,835</td>
</tr>
<tr>
<td>Travel operating expenses</td>
<td>651,425</td>
<td>543,536</td>
<td>107,888</td>
<td>4,579,788</td>
<td>2,758,339</td>
<td>1,821,449</td>
<td>6,582,822</td>
<td>4,761,373</td>
</tr>
<tr>
<td>Student aid and miscellaneous</td>
<td>(208,662)</td>
<td>1,274,661</td>
<td>(1,483,323)</td>
<td>30,461,992</td>
<td>20,019,699</td>
<td>10,442,303</td>
<td>40,377,806</td>
<td>29,895,513</td>
</tr>
<tr>
<td>Intrafund transfers</td>
<td>2,473,895</td>
<td>2,473,895</td>
<td>0</td>
<td>14,934,475</td>
<td>14,934,475</td>
<td>0</td>
<td>26,317,503</td>
<td>11,383,028</td>
</tr>
<tr>
<td>Transfers to other funds</td>
<td>1,643,034</td>
<td>2,049,075</td>
<td>(406,041)</td>
<td>16,294,157</td>
<td>15,530,425</td>
<td>763,732</td>
<td>18,885,585</td>
<td>18,121,853</td>
</tr>
<tr>
<td>Unused carryforward and contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>4,069,927</td>
<td>4,069,927</td>
</tr>
<tr>
<td><strong>Total Operational by Account</strong></td>
<td>56,792,830</td>
<td>55,687,071</td>
<td>1,105,759</td>
<td>478,905,992</td>
<td>456,737,681</td>
<td>22,168,311</td>
<td>748,698,559</td>
<td>726,530,248</td>
</tr>
</tbody>
</table>
## Financial Condition Analysis

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Actuals</th>
<th>Variance</th>
<th>Budget</th>
<th>Actuals</th>
<th>Variance</th>
<th>Budget</th>
<th>Estimated Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total projected revenues</td>
<td>717,557,848</td>
<td></td>
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<tr>
<td>Less total projected expenditures (b)</td>
<td>(722,460,321)</td>
<td>(4,902,474)</td>
<td></td>
<td>203,216,882</td>
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<tr>
<td>Projected increase / (decrease) in fund balance</td>
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<tr>
<td>Beginning fund balance (audited)</td>
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<tr>
<td>Projected ending fund balance 6/30/20</td>
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<td>198,314,408</td>
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<tr>
<td>Less projected designations for future operations:</td>
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<tr>
<td>3.5% college carry forward</td>
<td>23,940,574</td>
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<tr>
<td>Less minimum financial condition measure (c)</td>
<td>69,740,525</td>
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<tr>
<td>Less allowance for student bad debt</td>
<td>3,000,000</td>
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<tr>
<td>Less uncollected tax levy</td>
<td>3,877,981</td>
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<tr>
<td>Less reserves for potential claims</td>
<td>5,000,000</td>
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<tr>
<td>Less Campus Works investment</td>
<td>500,000</td>
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<tr>
<td>Total Designations</td>
<td>106,059,080</td>
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<tr>
<td>Projected undesignated balance</td>
<td>92,255,328</td>
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</tbody>
</table>

(a) - Represents adopted budget, as amended by approved budget transfers.
(b) - Represents budgeted expenses less contingencies.
(c) - The financial condition measure represents that portion of the undesignated general fund balance equal to 10% of the annual projected revenues. This measure represents the minimum level of the undesignated general fund balance that must be continuously maintained to ensure continued operations in the event of unforeseen circumstances and contingencies.
### Revenue Descriptions

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Month</th>
<th>Year-To-Date</th>
<th>Full Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
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<tr>
<td>State Aid</td>
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<tr>
<td>In Lieu Tax, Salt River Project</td>
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<tr>
<td>General Tuition</td>
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<tr>
<td>Out-of-State Tuition</td>
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<tr>
<td>Out-of-County Tuition</td>
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<tr>
<td>Other Fees and Charges</td>
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<tr>
<td>Investment Income</td>
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<tr>
<td>Miscellaneous and Other</td>
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<tr>
<td>Budgeted Use of Fund Balance</td>
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</tbody>
</table>

#### Budget Actuals Variance

Primary property taxes levied and collected for use in current operations without restrictions.

Effective in FY 16, the State of Arizona no longer provides operational support to the Maricopa County Community College District.

Monies paid to the District by SRP for use in current operations as a substitution for property taxes.

Tuition and fees received from students who do not reside within the state or are not otherwise eligible for in-state tuition, whether directly or from a third party.

Counties that do not have a community college district provide monies for operations to the districts where their students attend.

Includes funds received from students for various fees such as registration, transcripts, evaluation by examination registration fees, music lessons, etc.

Idle monies of the District are invested per Governing Board policy and the income is available for operating purposes. Based on accounting standards, the District adjusts the value of its investments monthly to that of the market and these adjustments are reflected in the investment income line. Therefore, the actual amount for this revenue line can fluctuate up and down over the course of the year. The projected revenue is what the District expects the final income amount to be at the end of the fiscal year regardless of the increases and decreases that can occur monthly.

Includes funds recovered from previously written off student debts as well as other small types of revenues.

Includes budget capacity to allow colleges and district office divisions to carry forward up to 3.5% of operating budgets from one fiscal year to the next, enrollment growth funding for the colleges, and contingencies for unanticipated expenses. Fund balance will not be recognized as a source until used.
### Maricopa County Community College District

**Budget to Actual**

**All Business Units**

**FUND: 110 - General Fund**

#### Eight months ending February 29, 2020

<table>
<thead>
<tr>
<th>EXPENDITURE DESCRIPTIONS</th>
<th>Budget</th>
<th>Actuals</th>
<th>Variance</th>
<th>Budget</th>
<th>Year-To-Date</th>
<th>Variance</th>
<th>Full Year</th>
<th>Estimated Actuals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By Function</strong></td>
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<tr>
<td>Instruction</td>
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<tr>
<td>Includes expenditures directly related to instruction including credit courses and vocational and technical courses.</td>
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<tr>
<td>Public Service</td>
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<tr>
<td>Includes expenditures for activities established primarily to provide non-instructional services beneficial to individuals and groups external to the District.</td>
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<tr>
<td>Academic Support</td>
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<tr>
<td>Includes activities to support the District's primary mission, such as student computing and library services.</td>
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<tr>
<td>Student Services</td>
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<tr>
<td>Includes activities that contribute to the students' emotional and physical well being; to promote intellectual, cultural, and social development outside the context of the formal classroom; and to facilitate student enrollment in courses. Examples are Admissions and Records, student activities, financial aid,</td>
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<tr>
<td>Institutional Support</td>
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<tr>
<td>Includes activities that provide safety, security, printing, travel, marketing, insurance, management, business and human resource operations, and planning.</td>
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<tr>
<td>Operation/Maintenance of Plant</td>
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<tr>
<td>Includes expenditures allocated for the operation and maintenance of the physical plant, such as utility costs and staff responsible for the maintenance of buildings and grounds for all units.</td>
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<tr>
<td>Student Financial Assistance</td>
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<tr>
<td>Maricopa funded scholarships such as the President's scholarship, and honors awards.</td>
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<tr>
<td>Unused carryforward and contingency</td>
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<tr>
<td>Includes amounts carried from one fiscal year to the next by the colleges and district office units (up to 3.5% of adopted budget) and basic contingency for unexpected needs as prioritized by the Governing Board.</td>
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<tr>
<td><strong>By Account</strong></td>
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<tr>
<td>Personnel Services</td>
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<tr>
<td>Includes salaries and wages for all employees in all types of positions such as full-time, part-time, temporary, permanent, all employee groups, etc.</td>
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<tr>
<td>Employee Benefits</td>
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<tr>
<td>Includes all employer paid costs of employee health insurance, retirement contributions, social security and Medicare, life insurance, workers compensation, unemployment, etc.</td>
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<tr>
<td>Contractual Services</td>
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<tr>
<td>Includes expenditures such as funding for professional services, advertising, marketing, etc.</td>
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<tr>
<td>Supplies, Materials, Parts</td>
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<tr>
<td>Includes the cost of classroom and office supplies and materials, software, audiovisual aids, etc.</td>
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<tr>
<td>Current Fixed Charges</td>
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<tr>
<td>Includes expenditures for facilities rentals, liability and property insurance, subscriptions, etc.</td>
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</tr>
<tr>
<td>Communications and Utilities</td>
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<tr>
<td>Includes all costs relating to telephone, postage, electricity, water, sewer, etc.</td>
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<tr>
<td>Travel</td>
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<tr>
<td>Includes mileage, in and out of state travel, international travel, registration, hotel, airfare, etc.</td>
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<tr>
<td>Student Aid and Miscellaneous</td>
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<tr>
<td>Includes statutory waivers, employee and dependent waivers, non-capital equipment, bad debt expense relating to student accounts, etc.</td>
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<tr>
<td>Transfers-Intrafund</td>
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<tr>
<td>Includes allocations for enrollment growth funding (reserved to help fund additional courses for increased student enrollment), funds for incremental costs from capital development facilities, etc.</td>
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<tr>
<td>Transfers to Other Funds</td>
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<tr>
<td>Includes transfers for programs accounted for in other funds of the district, such as the Maricopa and Southwest Skill Centers, mandatory match associated with federal programs (financial aid and Small Business Development Center), etc.</td>
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<tr>
<td>Unused carryforward and contingency</td>
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<tr>
<td>Includes amounts carried from one fiscal year to the next by the colleges and district office units (up to 3.5% of adopted budget) and basic contingency for unexpected needs as prioritized by the Governing Board.</td>
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