

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **November 17, 2015 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

One or more Board members and/or staff members may participate in the meeting by telephone if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Paul Hempsey at the above address or telephone number at least 24 hours prior to the scheduled time.

The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 16th day of November 2015, at 10:00 a.m.

Paul Hempsey
Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. NAVAJO-HOPI OBSERVER
5. KINO RADIO
6. KNNB RADIO
7. KONOPNICKI COMMUNICATIONS [KQAZ/KTHQ/KNKI RADIO]
8. KWKM RADIO
9. WHITE MOUNTAIN RADIO
10. NPC WEB SITE
11. NPC ADMINISTRATORS AND STAFF
12. NPC FACULTY ASSOCIATION PRESIDENT
13. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
14. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

OUR MISSION

Northland Pioneer College
creates, supports
and promotes
lifelong learning.



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

PUBLIC NOTICE OF NONDISCRIMINATION: Northland Pioneer College does not discriminate on the basis of race, color, national origin, veteran status, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resources, 2251 E. Navajo Blvd., Holbrook, Arizona 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, Arizona 85901, (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Revised 9-12-14

Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Date: November 17, 2015

Time: 10:00 a.m. (MST)

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Handorf
2.	Adoption of the Agenda (Action)	Chair Handorf
3.	Call for Public Comment	Chair Handorf
	<small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	
4.	Reports:	
	A. Financial Position	Interim Vice President Ellison
	B. Human Resources	Interim Vice President Ellison
	C. CASO	Margaret White
	D. NPC Faculty Association	Ryan Rademacher
	E. NPC Student Government Association	Anthony Hill
	F. NPC Friends and Family	Director Wilson
5.	Consent Agenda (Action)	Chair Handorf
	A. October 20, 2015 Regular Board Minutes; October 28, 2015 Teleconference Board Minutes	
	B. Dual Enrollment Intergovernmental Agreement between the Navajo County Community College District and Chinle USD ; and Joseph City USD .	
6.	Old Business: None.	
7.	New Business:	
	A. Meritorious Status – Barbara “Bobbi” Frawley	Sandy Manor
	B. Request to Approve NATC Roofing Project (Action)	Vice President Vest
	C. Request to Approve NATC HVAC Project (Action)	Vice President Vest
	D. Budget Assumptions and Guidelines First Read	Interim Vice President Ellison
	E. Review of Fall 2015 Enrollment Report	Vice President Vest
	F. Request to Approve Memorandum of Agreement with Hopi Tribal Housing Authority (Action)	Vice President Vest
	G. Request to Appoint David Huish to NATC Board (Action)	Vice President Vest
	H. Review of Title III Grant: EAGLE	Director Way
	I. Introduction of College Attorney - Kristin Mackin	President Swarthout
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report	Vice President Vest
	B. President’s Report	President Swarthout
	C. DGB Agenda Items and Informational Needs for Next Meeting ...	Chair Handorf
9.	Board Report/Summary of Current Events	Board Members
10.	Announcement of Next Regular Meeting December 15, 2015	Chair Handorf
11.	Adjournment (Action)	Chair Handorf

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President’s Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District’s attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District’s attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



Northland Pioneer College

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2015 to September 30, 2015

Budget Period Expired 25%

Tax Supported Funds				
General Unrestricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Primary Tax Levy	14,470,753	79,104	247,289	2%
State Aid:				
Maintenance and Operations	1,582,200		395,525	25%
Equalization	5,834,300		1,462,350	25%
Tuition and Fees	4,600,000	926,593	1,723,038	37%
Investment earnings	140,000	15,994	37,343	27%
Grants and Contracts	1,800,000		45,704	3%
Other Miscellaneous	200,000	20,644	53,283	27%
Transfers:	(2,750,000)	(273,599)	(829,755)	30%
TOTAL REVENUES	\$25,877,253	\$768,736	\$3,134,777	12%
EXPENDITURES				
Salaries and Wages	17,296,292	1,424,019	3,415,096	20%
Operating Expenditures	8,780,961	731,259	1,868,280	21%
Capital Expenditures				
TOTAL EXPENDITURES	\$26,077,253	\$2,155,278	\$5,283,376	20%
Unrestricted Plant				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
State Aid:				
Capital/STEM	345,500		86,375	25%
Other Miscellaneous				
Transfers:	2,000,000	166,667	500,000	25%
TOTAL REVENUES	\$2,345,500	\$166,667	\$586,375	25%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	5,145,500	58,953	302,424	6%
TOTAL EXPENDITURES	\$5,145,500	\$58,953	\$302,424	6%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2015 to September 30, 2015

Budget Period Expired 25%

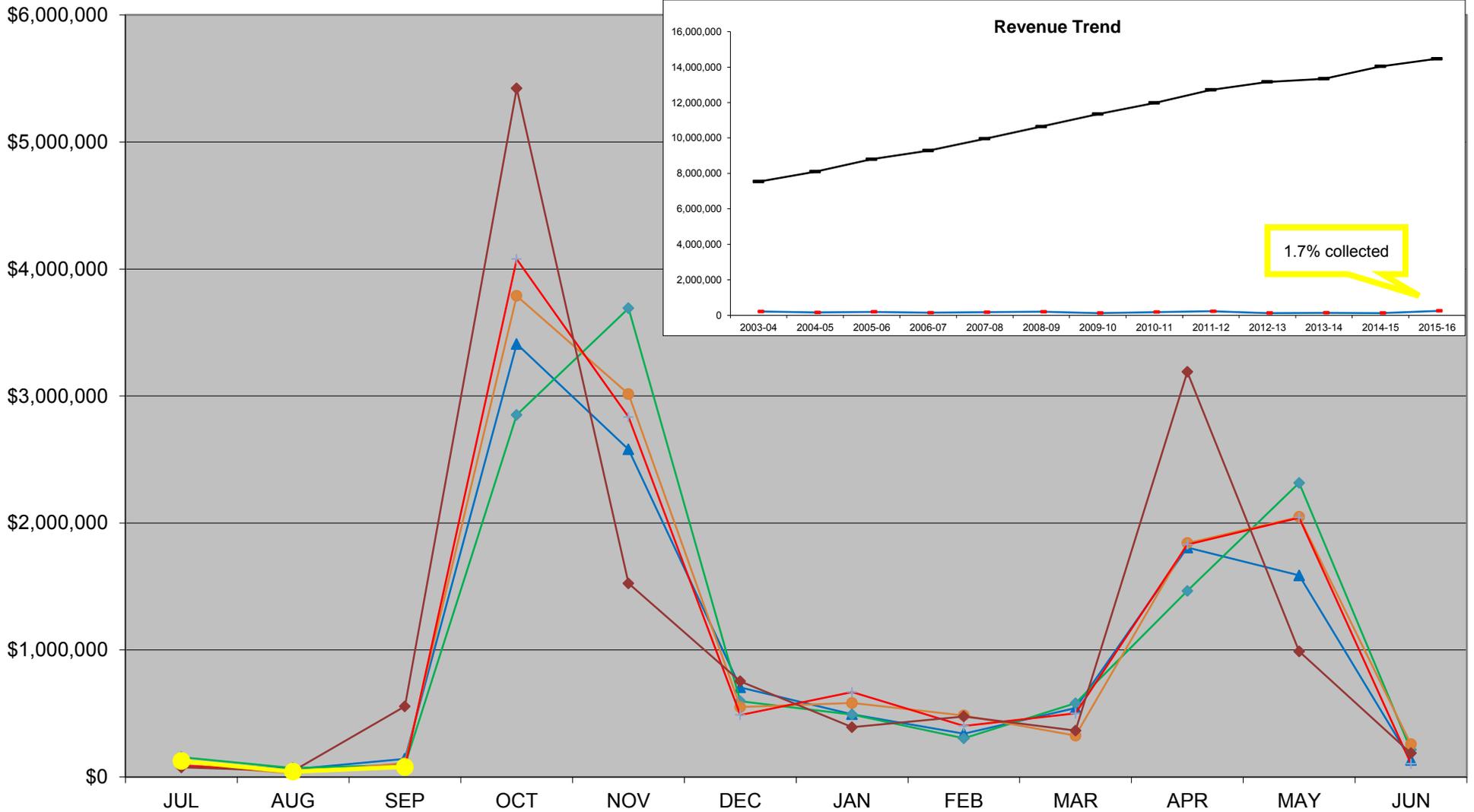
Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,000,000	934,228	1,078,607	18%
Donations				
Transfers:	600,000	68,157	277,434	46%
TOTAL REVENUES	\$6,600,000	\$1,002,385	\$1,356,041	21%
EXPENDITURES				
Salaries and Wages	1,234,637	100,858	277,434	22%
Operating Expenditures	5,365,363	319,899	1,479,826	28%
Capital Expenditures				
TOTAL EXPENDITURES	\$6,600,000	\$420,757	\$1,757,260	27%
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	500,000	(11,367)	84,630	17%
Donations				
Transfers:	150,000	38,775	52,321	35%
TOTAL REVENUES	\$650,000	\$27,408	\$136,951	21%
EXPENDITURES				
Salaries and Wages	403,001	23,530	73,097	18%
Operating Expenditures	246,999	14,354	63,854	26%
Capital Expenditures				
TOTAL EXPENDITURES	\$650,000	\$37,884	\$136,951	21%

Cash Flows

Cash flows from all activities (YTD)	\$5,214,144
Cash used for all activities (YTD)	\$7,480,011
Net Cash for all activities (YTD)	(\$2,265,868)

Monthly Primary Property Tax Receipts



Human Resources UPDATE
DGB-November 17, 2015

FILLED

- 1. Director of Human Resources – James Bowers started November 9, 2015. Jim comes to us from Maricopa Community College District. He received his Bachelor’s degree and his Juris Doctorate from Ohio Northern University.**
- 2. Business Analyst and Training Specialist – Merlene Foshee started November 9, 2015. Merlene received her Associate’s degree from Northland Pioneer College.**

EXTERNAL OPENINGS

- 3. Network Security Coordinator (previously titled - Coordinator of Administrative Systems Support) Closed November 1, 2015. Three applicants.**
- 4. Network Support Technician (Re-advertised) – Closed November 1, 2015. 13 applicants**
- 5. Faculty in Philosophy – Closed October 15, 2015. 40 applicants.**
- 6. Director of Institutional Effectiveness – Closed September 30, 2015. 10 applicants.**
- 7. Vice President of Administrative Services – Open until filled. 40 applicants.**
- 8. Records and Registration Transcript Clerk – Closed November 16, 2015. Five applicants.**
- 9. EMS Program Clerk – Closed November 10, 2015. 14 applicants.**
- 10. Network and Systems Administrator – Closes December 1, 2015**
- 11. Database Administrator – Closes December 1, 2015.**

INTERNAL OPENINGS

- 12. Faculty in Mathematics – Closed November 2, 2015. Five applicants**
- 13. Faculty in Early Childhood Education – Closed November 6, 2015. Two applicants.**

Navajo County Community College District Governing Board Meeting Minutes

October 20, 2015 – 9:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Ginny Handorf; Mr. James Matteson; Mr. Prescott Winslow; Mr. Frank Lucero; Mr. Daniel Peaches.

Staff Present: President Jeanne Swarhout; Vice President Blaine Hatch; Vice President Mark Vest; Recording Secretary to the Board Lisa Jayne; Assistant to the President Paul Hempsey.

Others Present: Ann Hess; Everett Robinson; Peggy Belknap; Josh Rogers; Tiffani Martin; Pamela Dominguez; Betsyann Wilson; Ian Graham; Emma Hillend; Jeremy Raisor; David Huish; Ed Gentry; Bobbi Sample; Margaret White; Terrie Shevat; Tracy Mancuso; Tony Hill; Jim Austin, Rich Chanik; Amber Hill; Lonnie Hatch; Beverly Hatch; Stratton Hatch; Jason Labute; Tamara Martin; John Chapin; Rickey Jackson; Beulah Bob-Pennypacker; Stuart Bishop; Kelly Harvey-Brannon.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Handorf called the meeting to order at 9:03 a.m. Mr. Winslow led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Lucero seconded the motion. The vote was unanimous in the affirmative.

Agenda Item 3: Call for Public Comment

None

Agenda Item 4: Reports

4.A. Financial Position – Vice President Hatch

Vice President Hatch reviewed the financial position report with the Board.

Mr. Winslow asked if the auxiliary fund included business and industry training. Vice President Hatch stated it did.

4.B. Human Resources – Vice President Hatch

Vice President Hatch reviewed the Human Resources report with the Board.

4.C. NPC CASO

Margaret White, Co-chair of CASO, addressed the Board and stated that this year Ina Sommers will serve as President, Margaret White will be serving as Vice President, Hallie Lucas will serve as Treasurer, and Danneel Elkins will serve as the Secretary/Archivist to CASO. So far in FY

2015-2016, CASO raised \$294 from candy sales, \$1,234 was raised from the silent auction during convocation and payroll deductions have only raised \$15. Margaret White stated CASO will send out enrollment forms twice a year to try and help boost the amount. The textbook scholarship gave out one scholarship in the summer, and is considering three scholarships for this semester. The Salary Delegate team is contacting other colleges to work on a comparison study for a salary recommendation. CASO will be working with the Faculty Association on the recommendation process. The spring CASO retreat is tentatively scheduled for after convocation if convocation is half a day. Margaret White thanked Vice President Hatch for his encouragement, his service, and his advice to CASO over the years, and stated that he will be missed.

4.D. Faculty Association

John Chapin, Vice President of the Faculty Association (FA), addressed the Board and stated that Ryan Rademacher, the new president of the FA is doing a great job. Committees have been filled, except for a couple vacancies and FA is working on filling those. There was discussion at the last FA meeting about faculty who miss meetings due to having to teach on Friday. This is mainly cosmetology faculty. It was discussed that cosmetology faculty could take on the Sustainability Committee role.

The new ruling from the Higher Learning Commission, the College's accrediting agency, has created quite a bit of discussion among the faculty. Vice President Vest will address this topic at the next FA meeting. There was also discussion about whether software is the best medium to facilitate student retention. The FA will undertake salary recommendation discussions in conjunction with CASO. In addition, faculty seemed in favor of updating the library database after discussion with Stan Pirog, the Head Librarian.

4.E. NPC Student Government Association

Tony Hill, Student Government Association (SGA) Advisor, addressed the Board and stated last month SGA elected Tiffani Martin as SGA President, Carrie Tucker as Vice President, and Elodia Ortiz as secretary. Tiffani Martin, SGA President, stated that SGA is organizing a turkey drive for Thanksgiving in November and looking for a Leadership Conference to attend. The main focus of SGA right now is boosting student attendance.

Mr. Winslow asked if the SGA has considered using the video system to increase student participation. Tiffani Martin stated that currently the SGA meets two Fridays each month on the video system.

4.F. NPC Friends and Family – Betsyann Wilson

Betsyann Wilson, Director of NPC Friends and Family, addressed the Board and stated that this year's Pedal the Petrified was a huge success with 186 riders participating; 70% of the riders coming from out of the area. There was overwhelming positive feedback from riders, and Director Wilson stated that there should be many returning riders next year. For the September 17, 2016 ride, there will be plans to increase registration numbers to 250 riders, and there will be a competition for riders to raise sponsorships for the ride, which should increase the level of scholarship fundraising.

Director Wilson reminded the Board that Arizona Gives Day is on Tuesday, April 5, 2016. Also, on Saturday April 30, 2016 NPC Friends and Family will host a golf tournament at Silver creek Golf Course as a new fundraiser. The tournament will include four person teams that will involve local people; cost will be \$125 per person, or \$400 per team. Registration for the golf tournament will be opening soon. Director Wilson thanked Mr. Matteson for introducing her to a contact at Tate's Auto who will be sponsoring the golf tournament. She requested that if other Board members have potential contacts to please feel free to introduce her.

In addition, the Emergency Fund NPC Friends and Family adopted from CASO provided emergency funds to two students this month, and the 40th Anniversary Scholarship gave out \$5,800 in scholarships. There were four Fill-the-Gap Grants awarded at each campus. The Leg-Up Scholarship will be opened up to students again.

4.G. Small Business Development Center – Tracy Mancuso

Tracy Mancuso, Director of NPC's Small Business Development Center, stated that NPC's Small Business Development Center has earned one of the few 2015 Center of Excellence awards. Director Mancuso stated that SBDC staff, Richard Chanik and Jim Austin, creates economic impact by working with businesses one business at a time. For 2014, the SBDC helped provide three new jobs per week. \$3.6 million of new sales are generated by businesses working with an SBDC advisor, resulting in an average of \$102,000 in new capital being put into the local economy. Twenty-two new businesses received SBDC assistance in 2014.

Director Mancuso introduced Richard Chanik who represents SBDC in Apache County. Mr. Chanik addressed the Board regarding his work in Apache County.

Director Mancuso reminded the Board that the SBDC cannot advertise, and asked for help getting referrals to SBDC.

Mr. Winslow asked if SBDC helps businesses apply for SBDA loans. Director Mancuso stated they do help business owners work through SBDA loan packets.

Agenda Item 5: Consent Agenda

- A. September 15, 2015 Regular District Governing Board Minutes; September 21, 2015 Teleconference Minutes
- B. Dual Enrollment Intergovernmental Agreements between the Navajo County Community College District and Whiteriver USD; Heber-Overgaard USD; Hopi Jr./Sr. High

*Mr. Matteson made a motion to approve the consent agenda. Mr. Winslow seconded. **The vote was unanimous in the affirmative.***

Agenda Item 6: Old Business

6.A. None

Agenda Item 7: New Business

7.A. Request to Approve Administrator Emeritus Status – Blaine Hatch

*Mr. Winslow made a motion to Approve Blaine Hatch for Administrator Emeritus Status. Mr. Matteson seconded the motion. **The motion passed with a unanimous vote.***

Dean Peggy Belknap presented Blaine Hatch with Administrator Emeritus Status.

Vice President Hatch stated he will miss the people at the College, and expressed appreciation for their dedication to the students and the institution. He thanked Terrie Shevat, his assistant, for all her help over the last twelve years, and also stated that President Swarthout has demonstrated a commitment to this institution that is unequalled, and thanked the Board for the dedication.

7.B. Request to Approve the Native American Serving Non-Tribal Institutions Program (NASNTI) Grant

Vice President Vest addressed the Board, and stated that the College has had a Title III Part A Project titled Project Eagle for the past five years which closed out in October. In June, the College applied for a new version of Title III with a project in mind, and recently found out it had been awarded in the amount of \$350,000 a year for five years. This grant will allow the College to develop and implement another distance education channel outside of the College to use in cooperation with area high schools to provide a range of dual enrollment courses to be taught by College faculty that will expand dual enrollment offerings to students in the service areas, lowering costs for the school districts.

Mr. Winslow asked if this would help solve the challenges high schools have in finding faculty that are qualified to teach dual enrollment. Vice President Vest stated it would. Mr. Winslow asked if there is a way to keep track of how College Bound Scholarship interacts with the new expanded dual enrollment offerings. Vice President Vest stated tracking what percentage of the new students take advantage of College Bound would be done. Mr. Winslow asked if dual enrollment courses would be offered during the day. Vice President Vest they would. Mr. Winslow asked if that was a requirement for dual enrollment courses. Vice President Vest stated that was also true. Mr. Winslow asked if staff anticipated that expanding dual enrollment courses would allow the College to save money on College Bound funding. Vice President Vest stated that both dual enrollment and College Bound is a tuition waiver. However, since a number of districts that could be involved in the dual enrollment have low utilization of College Bound due to their distance from a center, an increase in dual enrollment is anticipated. Mr. Winslow stated he thought it was a great idea. Chair Handorf stated this was clearly good for the College, and good for communities.

*Mr. Matteson made a motion to approve the Native American Serving Non-Tribal Institutions Program (NASNTI) Grant. Mr. Winslow seconded the motion. **The motion passed with a unanimous vote.***

7.C. Request to Approve 2016-2017 Strategic Priorities

Vice President Vest stated that the only changes SPASC made to the Strategic Plan since the first read was to shuffle the bullet points under *Technical Support for the College Community* for clarification purposes, and also, given staffing challenges, reassigned some tasks to a different administrator.

Mr. Winslow asked if training on the PASS software was included. Vice President Vest stated it was.

Mr. Matteson made a motion to approve the 2016-2017 Strategic Priorities as presented. Mr. Winslow seconded the motion. The motion passed with a unanimous vote.

7.D. Review of the Space Use Study

Vice President Hatch stated that a contract was signed October 6 with architect John Jarchow to complete the space use study. Mr. Jarchow will be attending the retreat later in the day in order to discuss the scope of the study. It is anticipated that a draft report will be complete in December, and within 30 days of the draft there should be a final report.

Mr. Lucero asked if the space use study was to redo “the building.” Vice President stated that was not its purpose. Mr. Lucero stated it was strange that an architect was going to do the study. Vice President Hatch stated utilization studies are often taken on by architectural firms, and that Mr. Jarchow’s background with community colleges shows he has the appropriate skill set and experience to complete the study. Vice President Hatch stated that study data will be provided by the College to be utilized by Mr. Jarchow to review and analyze. He will evaluate the four campuses, look at current capacity, how it is used currently, identify limitations, and make recommendations for improvements. It is anticipated that he will also make recommendations for the appropriate and most efficient use of current facilities. Mr. Lucero asked about how Mr. Jarchow proposed to get input from the communities. Vice President Hatch stated Mr. Jarchow will meet with people in formal and informal settings.

Vice President Hatch expressed appreciation for Mr. Matteson’s help in identifying potential professionals for the study since one of the major challenges was finding someone willing to take this relatively small project on.

Further discussion ensued in regards to Mr. Lucero’s confusion about the purpose of the space use study.

7.E. Request to Approve Contract for Student Retention Management Solution Software

Vice President Vest stated the PASS team invited three different vendors in to provide demonstrations of their products, and all faculty and staff were invited to participate. After, the PASS team solicited comments and recommendations from all of the participants. The majority of responses favored Hobsons, Inc. Star Fish software, a program heavy on communication. Star Fish allows staff involved in student contact to update the communication software so everyone is informed about student progress.

Star Fish offers the possibility of student participation in the software as well. This is a three year contract that includes training and time for use. At the end of the contract term the College can reevaluate for renewal or can even consider other options.

Mr. Winslow asked if the new software could track transportation and childcare issues for students for the study committees on these two topics. Vice President Vest stated he believed the new software could be used for this.

Mr. Winslow asked if the software would be integrated into the SOAR training. Vice President Vest stated it would.

Mr. Lucero asked about confidentiality for the student. Vice President Vest stated this software would be used just like the current student information system- personnel would have access as needed. There are no concerns about FERPA protection or student confidentiality issues. Mr. Lucero asked how long the student data would be kept. Vice President Vest stated that topic would need to be discussed further, but typically, as far as student concerns it would be a semester-to-semester database. Advising notes, however, would be beneficial to be kept long term.

Mr. Matteson asked if faculty had input in selecting the software. Vice President Vest replied in the affirmative. Mr. Matteson asked if there was an early-out option to the contract if it didn't work as advertised. Vice President Hatch stated the contract is for three years with no early-out option. Vice President Vest stated there is some concern about software implementation in general. Training will need to be a priority. The PASS team will be going to Coconino Community College to observe the program in use. Mohave Community College has also offered to let the PASS team come and observe there as well. Coconino is in their second year of use and Mohave is in their third year.

Mr. Lucero asked if it is compatible with the College's current software. Vice President Vest stated it is compatible with Jenzabar CX, and also works with Moodle.

*Mr. Peaches made a motion to approve the three year contract with Hobsons, Inc. for Star Fish Student Retention Management Solution, in the amount of \$101,000. Mr. Matteson seconded the motion. **The motion passed with a unanimous vote.***

7.F. Request to Approve Contract for LCC Sidewalk Improvements

Vice President Hatch stated the College requested bids for sidewalk improvements at Little Colorado Campus. There was one bid in the amount of \$59,592.17 from McCauley Construction, which included taxes. The College has worked with McCauley in the past.

Mr. Lucero recused himself from the discussion and vote.

Vice President Hatch reviewed the project with the Board, stating staff recommends approval of the contract.

Mr. Matteson asked if the project would bring the campus into ADA compliance, Vice President Hatch stated it would.

*Mr. Matteson made a motion to approve the contract for Little Colorado Campus sidewalk improvements with McCauley Construction in the amount of \$59,592.17. Mr. Winslow seconded the motion. Mr. Lucero recused himself. **The motion passed with a majority vote.***

7.G. Request to Approve Contract for SCC Drainage & Landscaping

Vice President Hatch stated a request for proposals was issued to address drainage issues at Silver Creek Campus. Two bids were received, one from Navapache Equipment Services, \$100,491.96 including tax, and the second from Western Grade for \$111,802. Vice President Hatch reviewed the project with the Board.

Mr. Winslow asked if the project was anticipated and if funds for the project were included in the 2015-2016 capital budget. Vice President Hatch stated the project was anticipated and planned for.

*Mr. Matteson made a motion to approve the contract with Navapache Equipment Services in the amount of \$100,491.96 for drainage and landscaping improvements at Silver Creek Campus. Mr. Peaches seconded the motion. **The motion passed with a unanimous vote.***

7.H. Request to Approve Contract for WMC Drainage & Landscaping

Vice President Hatch stated a request for proposals was issued for a drainage and landscaping project at White Mountain Campus. Two responses were received, one from Navapache Equipment Services for \$104,767.73, and one from Western Grade in the amount of \$111,700. Vice President Hatch reviewed the project with the Board, stating that staff recommends approval of the request to approve a contract with Navapache Equip Services in the amount of \$104,767.73.

*Mr. Matteson made a motion to approve the contract for \$104,767.73 with Navapache Equipment Services for the drainage and landscaping project at White Mountain Campus. Mr. Winslow seconded the motion. **The motion passed with a unanimous vote.***

7.I. Review of Higher Learning Commission Guidelines for Qualified Faculty Requirements

Vice President Vest stated the Higher Learning Commission who issues accreditation in 19 states, including Arizona, has identified new guidelines for the number and type of credit instructors are required to have in order to teach general education course work. HLC is not clear if this is specifically referring to university transfer course work only. Currently the College follows the old guidelines of 18 graduate level hours in a field outside a degree field to teach general education coursework, or a combination of 24 undergraduate upper division, and graduate hours in that discipline.

NPC is scheduled for an HLC visit in 2019 so will need to be in compliance by then. Vice President Vest stated the College has been very conservative in the selection process for faculty

teaching general education courses, and are in good shape compared to some colleges and universities who use graduate students to teach courses. Since there are many concerns about these guidelines, this will be a major topic during the Higher Learning Commission conference in April 2016. The College is currently doing an audit of current faculty credentials in preparation of addressing the new guidelines.

President Swarthout stated the large number of institutions doing dual enrollment with unqualified faculty is an issue being dealt with by these new guidelines, but noted that NPC is in good shape.

7.J. Review of iBest House Project

Vice President Vest stated that in conjunction with WIA, 15 students at various stages of obtaining their GED are receiving course credits in construction. These students are moving toward a national credential in construction, and have already received a credential in work force readiness.

7.K. Request to Approve Hopi Tribal Housing Authority Contract

Vice President Vest stated this contract is in many ways a repeat of a project previously run in conjunction with the White Mountain Apache Tribe for a construction project several years ago but on a smaller scale with the Hopi Tribe. This will involve only 10 students, and will be a positive partnership with the Hopi Tribe, as it brings students into the center and will allow them to work on their academic career after completion of this program. So the Tribe will provide work to its members through this project and students will get hands on training and the College will graduate a group of students with a national credential that will take them right to work after graduation.

Mr. Winslow asked if contacts made at the outreach meeting helped bring this contract about. Vice President Vest stated this project was a direct result of contact from the outreach.

Mr. Peaches made a motion to approve the Hopi Tribal Housing Authority Contract. Mr. Matteson seconded the motion. The motion passed with a unanimous vote.

7.L. Review of College Bound and Finish Line Scholarship Utilization

Vice President Vest stated that College Bound Scholarship was extended into the summer, as many students would prefer summer courses. There was a significant increase in College Bound use from 2014 to 2015. The 50% reduced summer tuition resulted in tripled College Bound usage numbers, although there was a dip in Finish Line utilization, which was expected. It appears that the fastest expansion of College Bound from the high schools is by word of mouth. It is hopeful that the Title III Grant will expand usage of the scholarships.

7.M. Request to approve NATC Pavement Improvement Project

Vice President Vest stated this is a request by the NATC Board to utilize the remaining state funds allocated for capital improvements, in the amount of \$6,500. This was previously reviewed by the NATC Board and Director Stuart Bishop.

Mr. Matteson clarified the project entailed crack sealing. Vice President Vest stated it was a crack seal project. Mr. Matteson asked if there was any anticipation of the project running over budget as has happened in the past with asphalt repair projects at NATC. Vice President Hatch stated since crack sealing was done as recently as last year, it is not anticipated to run over budget. Mr. Lucero asked how much over budget the project ran last time. Vice President Hatch stated the project initially was scheduled to run \$24,000, and ended up being around \$34,000-35,000, a 30% overrun. Mr. Lucero asked if testing was ever done on the track. Vice President Hatch stated the track is usable at this point in time, and continues to be usable, so testing would only take place if there were any other recommendations for its upkeep outside of crack sealing.

Mr. Matteson made a motion to approve the contract with Hatch Construction for the NATC Pavement Improvement Project in the amount of \$6,500. Mr. Winslow seconded the motion. The motion passed with a unanimous vote.

Agenda Item 8: Standing Business

8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report – Vice President Vest

Vice President Vest stated SPASC is beginning the operational planning process in which draft reports will be reviewed and approved for the budgeting process. Staff will review operational plans one by one with the Board.

8.B. President's Report

President Swarhout stated the College is currently waiting for the next and last date for the Expenditure Limit Study Committee to meet, there is no upfront activity at this point. President Swarhout stated there will be an item from Information Services that will require Board action before the next board meeting and so there is a need to schedule a teleconference board meeting before Oct 30.

8.C. Agenda Items/Informational Needs

Mr. Winslow requested an update on the competitive environment, and status of funding challenges Coconino Community College is facing, as well as the status of a request for a new tribal college in the NPC service area, and a discussion on provisionals.

Chair Handorf noted there was a typo in the PASS software contract, regarding Limitation of Liability the word “fess” appears instead of “fees”.

Agenda Item 9: Board Report/Summary of Current Event

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting November 17, 2015.

Agenda Item 11: Adjournment

The meeting was adjourned at 11:02 a.m. upon a motion by Mr. Matteson, a second by Mr. Winslow, and a unanimous affirmative vote.

Respectfully submitted,

Lisa Jayne

Lisa Jayne
Recording Secretary to the Board

DRAFT

Navajo County Community College District Governing Board Special Teleconference Meeting Minutes

October 28, 2015 – 9:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present via phone: Ms. Ginny Handorf; Mr. James Matteson; Mr. Prescott Winslow.

Absent: Mr. Frank Lucero; Mr. Daniel Peaches.

Staff Present in Person: President Jeanne Swarhout; Vice President Blaine Hatch; Recording Secretary to the Board Paul Hempsey.

Staff Present via phone: Everett Robinson; Ernie Hess.

Agenda Item 1: Call to Order

Chair Handorf called the meeting to order at 9:00 a.m.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Winslow seconded the motion. The vote was unanimous in the affirmative.

Agenda Item 3: Call for Public Comment

None

Agenda Item 4: New Business

Request to Approve Renewal of Maintenance Agreement for Networking Equipment

Vice President Hatch recommended the approval of the Renewal of Maintenance Agreement for Networking Equipment using the low bid of \$66,363.91 from the current provider, CDW-G.

Mr. Matteson asked the price for the contract from last year to which Vice President Hatch responded there was approximately a 4% increase from last year's cost of \$63,762.73. Mr. Hatch commented that, with maintenance agreements, as the equipment ages the price does tend to go up.

Mr. Winslow asked when we might have to replace the Equipment rather than continue to maintain it. Mr. Hess stated the life-cycle replacement should be 5 years, as set by the former I.S. Director Bishop, and devices in this contract are between 1 and 6 years old. Mr. Winslow commented that a replacement contract for equipment would be considerably more costly and the Board would expect to see a spike in the Capital Budget presented. Chair Handorf also commented that we should see replacement in increments due to the spread in the age of the equipment. Vice President Hatch affirmed.

Mr. Winslow made a motion to approve Renewal of Maintenance Agreement for Networking Equipment with CDW-G in the amount of \$66,363.91.. Mr. Matteson seconded the motion. The vote was unanimous in the affirmative.

Agenda Item 5: Announcement of Next Meeting

Chair Handorf stated the next District meeting is scheduled for Tuesday, Nov. 17, 2015, followed by a retreat.

President Swarthout asked if any Board members would like to attend the Navajo County Leadership Academy at White Mountain Campus, on November 12th, to educate the participants on the importance of being active in Boards and the responsibilities of Board Members. After discussion Chair Handorf and Mr. Matteson agreed to attend and more information will be forwarded to them.

Agenda Item 6: Adjournment

The meeting was adjourned at 9:11 a.m. upon a motion by Mr. Winslow, a second by Mr. Matteson. The vote was unanimous in the affirmative.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
CHINLE UNIFIED SCHOOL DISTRICT NO. 24**

This Intergovernmental Agreement ("Agreement") is entered into this 27 day of August _____, 2015, between Navajo County Community College District, dba Northland Pioneer College ("College"), and Chinle Unified School District No. 24, ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

- B. applicable to a community college occupational degree or certificate program.
- C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2016 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph E in this Section 4.1 who meet College’s prerequisites.
- B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:
 - 1. of a quality and depth to qualify for college credit as determined by College;
 - 2. evaluated and approved through the College curriculum approval process;
 - 3. at a higher level than taught by the School District high school;
 - 4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
 - 5. compliant with all other standards for College courses.

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

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be

granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

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

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

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

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

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

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

H. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

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

4.2 Instructors and Instruction

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

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

4.3 Assessment and Monitoring

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

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

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

4.4 Policy and Procedure

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

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

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section

504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

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

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

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

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

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

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if

any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

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

5.4 Policy and Procedure

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

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of in-state tuition.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the

right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.

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

5.5 Students with Disabilities

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

5.6 Reporting

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

5.7 Facilities and Funding

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

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

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

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

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

7.4 Billing Format

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

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties,

by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

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

10.2 Risk to Health or Safety

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

10.3 No Relief from Obligations

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

10.4 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are

superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

Dr. Jeanne Swarthout, President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

If to School District:

Mr. Quincy Natay, Superintendent
Chinle Unified School District No. 24
P.O. Box 587
Chinle, AZ 86503

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarhout, Ph.D.
Title: President

By: Mr. Quincy Natay
Title: Superintendent

Date

Date

Quincy Natay
9. 8. 15

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: *Shannon McFaul*
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: *[Signature]*
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

- School District shall provide and pay all instructors.
- College shall provide and pay all instructors.
- Each party shall provide and pay for instructors as follows: _____

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$10) per credit hour for each properly enrolled student, capped at One hundred Dollars (\$100) per credit hour for each course. Invoices from the District to the College shall be based on College course rosters and include the information listed in Exhibit B of this Agreement.

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

College tuition is Sixty-eight Dollars (\$68) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

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

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>	
1. Media Fee	District _____	Student <input checked="" type="checkbox"/>
2. Course Fees (schedule attached)	District _____	Student <input checked="" type="checkbox"/>
3.	District _____	Student _____

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

- School District is responsible for payment of tuition to the College.
 - Each student is responsible for payment of tuition to the College.
- For tuition and fee/cost payments required to be made by the School District to the College:
- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
 - B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. FINANCIAL AID

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

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

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

Not applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$1,618,200

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

-0-

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 six (6) students per section and shall not exceed a maximum of thirty (30) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
CON100	CONSTRUCTION MATH & SAFETY	3.00	FALL	GILLIAM, TERRY
CON110	PLAN READING	3.00	FALL	GILLIAM, TERRY
WLD151	CUTTING PROCESS AND W	3.00	FALL	WAGNER, JR
WLD100	SAFETY AND MATH	3.00	FALL	WAGNER, JR
COS116	THEORY OF COS IV-HAIR	2.00	FALL	MITCHELL, KA
COS202	BASIC CLINICAL PRACTICE	4.00	FALL	MITCHELL, KA
COS203	BASCI CLINICAL PRACTI	4.00	FALL	MITCHELL, KA
BUS100	INTRODUCTION TO BUSIN	3.00	FALL	WATSON-MURRA
BUS103	SUCCESS ON YOUR JOB	2.00	FALL	WATSON-MURRA
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	SPRING	JIMMY, SEREN
BUS117	PRINC ACCT I-FINANCIA	3.00	SPRING	JIMMY, SEREN
BUS125	PAYROLL ACCOUNTING	3.00	SPRING	JIMMY, SEREN
COS106	THEORY COSMETOLOGY II	3.00	SPRING	MITCHELL, KA
COS111	WAVING-SHAMPOO-STYLIN	4.00	SPRING	MITCHELL, KA
BUS152	MS WORD BASICS	1.00	SPRING	YAZZIE, LORR
WLD150	SYMBOLS,DRAWING	3.00	SPRING	WAGNER, JR
WLD152	SMAW PLATE I	3.00	SPRING	WAGNER, JR

CHINLE UNIFIED SCHOOL DISTRICT NO. 24

PUBLIC NOTICE

**SPECIAL GOVERNING BOARD MEETING
CHINLE BOARD CONFERENCE ROOM
6:00 P.M., THURSDAY, AUGUST 27, 2015**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Governing Board of Chinle Unified School District No. 24 and to the public that the board will hold a Governing Board meeting beginning at 6:00 P.M., Thursday, August 27, 2015 at the Chinle Board Conference Room.

AGENDA

- I. ROLL CALL, 6:00 P.M., CHINLE BOARD CONFERENCE ROOM
- II. PLEDGE OF ALLEGIANCE
- III. STATEMENT OF WELCOME
- IV. APPROVAL OF AGENDA
- V. CONSENT ITEMS:
 1. Out of State Travel Request: Request Governing Board Approval for Rosa Pogue, CHS Nursing Instructor and two Chinle High School students: Miss Ashley Claw and Whitney Shorty to attend the 2015 National Native Youth Health Summit in Washington, DC on September 15-23, 2015
- VI. INSTRUCTION ITEMS:
 1. Request Governing Board approval to admit a student in Kindergarten that has not reached the required age as of September 1 of the current school year.
 2. Request Governing Board approval of the Intergovernmental Agreement between Navajo County Community College District and Chinle Unified School District No. 24 for the 2015/2016 School Year.
 3. Request Governing Board approval of the Intergovernmental Agreement between the Vail Unified School District and Chinle Unified School District for The Beyond Textbooks Program for Fiscal Year 2015/2016.
 4. Request approval of the Memorandum of Agreement between Navajo Technical University and Chinle Unified School District No. 24
- VII. BUSINESS ITEMS:
 1. Request Governing Board approval of Contract on ADM 14-1353 (3) Private School Services.
- VIII. PERSONNEL ITEMS: The Governing Board may vote to go into executive session pursuant to A.R.S. 38-431.03 A.1 to discuss personnel issues regarding an applicant or employee of the District, pursuant to A.R.S. 38-431.03 A.2 to discuss records exempt by law from public inspection, pursuant to A.R.S. 38-431.03 A.3 for consultation with the District attorneys or pursuant to A.R.S. 38-431.03 A.4 to discuss pending or contemplated litigation with the District's attorney(s):
 1. NEW HIRES

CHINLE UNIFIED SCHOOL DISTRICT NO. 24

Classified

2. Extra Curricular Activities & Duties for 2015-2016 – Canyon De Chelly Elementary School
Extra Curricular Activities & Duties for 2015-2016 – Mesa View Elementary School
3. Personnel Action Request
Personnel Action Request Stipend Payment \$1,500.00
4. Substitute Teacher Employee for School Year 2015-2016
Substitute Custodian Employee for School Year 2015-2016
5. Chinle High School Volunteer for School Year 2015-2016
6. Executive Session – Sarah Billie
 - Pursuant to ARS 38-431.03 (A) (1) and/or (A) (3), The Governing Board may vote to hold an executive session to discuss the Hearing Officers recommendation and legal action regarding the recommendation against a certified teacher Ms. Sarah Billie
7. Action Item – Sarah Billie
 - Consideration of Hearing Officers recommendation to accept and uphold the decision of termination of Ms. Sarah Billie.
8. Transfer Request – Information Only

IX. ADJOURNMENT

If you wish for more information regarding the items on this agenda, please feel free to contact the Chinle School Superintendent's Office at 928/674-9604.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2**

This Intergovernmental Agreement (“Agreement”) is entered into this 22nd day of June, 2015, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Joseph City Unified School District No. 2, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

- B. applicable to a community college occupational degree or certificate program.
- C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2016 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph E in this Section 4.1 who meet College’s prerequisites.
- B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:
 - 1. of a quality and depth to qualify for college credit as determined by College;
 - 2. evaluated and approved through the College curriculum approval process;
 - 3. at a higher level than taught by the School District high school;
 - 4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
 - 5. compliant with all other standards for College courses.

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

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be

granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

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

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

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

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

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

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

H. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

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

4.2 Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

- A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations

or special education services, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

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

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

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the 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 4.1(E) above.

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

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

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

5.4 Policy and Procedure

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

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of in-state tuition.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.

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

5.5 Students with Disabilities

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

5.6 Reporting

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

5.7 Facilities and Funding

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

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

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

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

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

7.4 Billing Format

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

8. RECORDS

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

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

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

10.2 Risk to Health or Safety

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

10.3 No Relief from Obligations

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

10.4 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

Dr. Jeanne Swarhout, President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

If to School District:

Bryan Fields, Superintendent
Joseph City Unified School District No. 2
P.O. Box 8
Joseph City, AZ 86032

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarhout, Ph.D.
Title: President

Brian Fields
By: Brian Fields
Title: Superintendent

Date

7-1-15
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: Shannon M. Stadel
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: Joe A. Ramirez
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

Each party shall provide and pay for instructors as follows: _____

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$10) per credit hour for each properly enrolled student, capped at One hundred Dollars (\$100) per credit hour for each course. Invoices from the District to the College shall be based on College course rosters and include the information listed in Exhibit B of this Agreement.

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

College tuition is Sixty-eight Dollars (\$68) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

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

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost.</i>	
1. Media Fee	District _____	Student <input checked="" type="checkbox"/>
2. Course Fees (schedule attached)	District _____	Student <input checked="" type="checkbox"/>
3.	District _____	Student _____

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

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

B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. FINANCIAL AID

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

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

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

Not applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$1,618,200

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

-0-

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 six (6) students per section and shall not exceed a maximum of thirty (30) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
ENL101	COLLEGE COMPOSITION I	3.00	FALL	BOWLER, LAUR
CON121	CABINETMAKING I	3.00	FALL	WESTOVER, AA
CON221	CABINETMAKING II	3.00	FALL	WESTOVER, AA
CON222	CABINETMAKING III	3.00	FALL	WESTOVER, AA
ENL102	COLLEGE COMPOSITION I	3.00	SPRING	BOWLER, LAUR
CON121	CABINETMAKING I	3.00	SPRING	WESTOVER, AA
CON221	CABINETMAKING II	3.00	SPRING	WESTOVER, AA
CON222	CABINETMAKING III	3.00	SPRING	WESTOVER, AA
MAT152	ADVANCED ALGEBRA	3.00	SPRING	BUSHMAN, JANET

REQUEST TO APPROVE NATC ROOFING PROJECT

Recommendation:

Staff recommends approval of a roofing and facility improvement project at the NATC facility by Quality First Roofing, Inc, in the amount of \$33,185.

Summary:

It has been determined that providing a sloped and guttered roof to the primary classroom/office building at NATC will significantly extend the life of the structure. The project will provide a sloped roof, guttering system, and new flexible building fascia. This project will also involve removal of existing HVAC units and replacement with a new HVAC system.

The NATC Board recommended approval of the project and bid at its November 3, 2015 meeting. Funds for this project will be drawn from the appropriation received from the State of Arizona for the construction of a public safety training facility. The current remaining balance of the appropriation is \$57,329.

Two quotes were received for this project:

Quality First Roofing - \$33,185
All Custom Exteriors - \$40,213

This project support Pillar 6 of the current strategic plan: Strengthen Facilities through Planning, Development, and Renewal.

REQUEST TO APPROVE NATC HVAC PROJECT

Recommendation:

Staff recommends approval of a HVAC improvement project at the NATC facility in an amount not to exceed \$27,300.

Summary:

It has been determined that replacing the HVAC system in the primary classroom/office building at NATC will significantly extend the life of the structure and improve quality of experience for facility users. The project will run gas lines to the classroom/office building and install new HVAC units for the facility.

The NATC Board recommended approval of the project and bid at its November 3, 2015 meeting. Funds for the bulk of this project will be drawn from the appropriation received from the State of Arizona for the construction of a public safety training facility. The current remaining balance of the appropriation, assuming approval of the NATC roofing project recommendation, is \$24,144. Project cost in excess of the remaining state appropriation will be drawn from the NPC facilities budget.

Cost breakdown of the project is as follows:

The four units, flex ducting, and diffusers will cost \$15,318.71

The ducting will be \$5,070.00 + tax \$410.67 = \$5,480.67

The electrical and gas line work estimated not to exceed \$6,500.00

Total cost not to exceed \$27,300.

This project support Pillar 6 of the current strategic plan: Strengthen Facilities through Planning, Development, and Renewal.

REVIEW of 2016-17 BUDGET ASSUMPTIONS AND GUIDELINES

Information Item:

Staff will review preliminary budget assumptions and guidelines for 2016-17.

STRATEGIC PLANNING AND BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2016 – 2017

REVISED

ACTIVITY	RESOURCE	DUE BY
1. Receive & approve calendar	DGB	✓15 September
2. Receive draft strategic plan	DGB	✓15 September
3. Approve strategic plan	DGB	✓20 October
4. Develop operational plans	SPASC	* 21 October
5. Receive preliminary budget assumptions/guidelines	DGB	17 November
6. Executive team receives operational plans	SPASC	11 December
7. ERC receives wage/salary recommendations	FA-CASO	11 December
8. Receive and approve budget assumptions & overview	DGB	15 December
9. Review current strategic plan/budget at convocation	SPASC	4 January 2016
10. Solicit input for upcoming strategic plan at convocation	SPASC	4 January
11. Distribute budget materials for operational & capital	Director Fin Svcs	5 January
12. College Council receives wage & salary recommendation	ERC	8 January
13. President receives wage & salary recommendation	College Council	1 February
14. Executive team receives budget requests	Department Managers	4 February
15. Review of operational & capital plans/budget requests	Executive Team	8 February
16. Receive introductory budget analysis	DGB	16 February
17. Receive wage and salary recommendation	DGB	16 February
18. Receive tuition and fee schedules	DGB	16 February
19. Budget hearings	SPASC	29 February
20. Receive preliminary budget analysis	DGB	15 March
21. Receive operational plans	DGB	15 March
22. Approve salary schedules	DGB	15 March
23. Approve tuition and fee schedules	DGB	15 March
24. Receive complete budget analysis	DGB	19 April
25. Adopt tentative budgets & approve publication	DGB	19 April
26. Publish notice of budget public hearing/TNT hearing	VP Adm Svcs	28 April
27. Develop priorities for upcoming strategic plan	DGB	29 April
28. Publish notice of TNT hearing (2)	VP Adm Svcs	5 May
29. Publish notice of budget public hearing (2)/TNT hearing (3)	VP Adm Svcs	10 May
30. Conduct taxpayer public hearings	DGB	17 May
31. Adopt property tax levy and final budgets	DGB	17 May
32. Notify PTOC of primary property tax levy	VP Adm Svcs	20 May
33. Submit tax levy to Navajo County	VP Adm Svcs	20 May
34. Develop upcoming strategic plan draft	SPASC	July 29
35. Present strategic plan report & new draft at convocation	SPASC	August 15
36. Receive input for future strategic plans at convocation	SPASC	August 15
37. Receive annual report on strategic planning	DGB	August 16 2016

Northland Pioneer College
Preliminary Budget Development Assumptions
FY 2016-17

GENERAL ASSUMPTIONS

- Budget Development Calendar will be followed
- Introductory budget analysis for DGB in February will be prior to budget hearings and will be limited to an overview of expenditure and revenue trends.
- Preliminary budget analysis for DGB in March will include a detailed examination of budget planning similar to prior year preliminary budget analyses
- Statutory Expenditure Limit will be breached.
- Carry-forward is available to address short-term issues and expenditures will not be restricted by statutory expenditure limitations, however, identification and recommendation for cost savings actions will be identified

REVENUE ASSUMPTIONS

- Overall revenues are expected to remain flat compared to current fiscal year.
- State funding is expected to remain flat compared to current fiscal year.
- Each \$1 increase in tuition is estimated to generate \$50,000 in additional revenue - tuition and general fees will be set at a rate that
 - (A) Gives consideration to the impact on students, student enrollment, and student retention rates
 - (B) Increases incrementally
 - (C) Is competitive in our market by maintaining a comparative position to the average overall tuition and general fees at other Arizona community colleges
- Course fees will be set at a rate calculated to offset expendable supplies and equipment
- Primary property tax will be levied at the maximum rate and will require a truth-in-taxation hearing.
- Other revenues will be estimated based on historical information and emerging trends

EXPENDITURE ASSUMPTIONS

- Overall general fund expenditures are expected to be flat or decrease compared to current fiscal year
- Items in budget requests will be linked to the current **NPC Strategic Plan** through operational plans developed at the division or departmental level. Any budget amounts that are higher than current budget **or** actual historical spending will require **justification and will be reviewed during the budget hearing process.**
- Budget requests from Department Managers for operational and capital expenditures will be completed by **Thursday, February 4, 2016.**

- SALARY SCHEDULES will be developed with
 - (A) Incrementally increasing rates
 - (B) Consideration to competitive market conditions with the goal to maintain a comparative position to the average increases/rates at other local public entities, other Arizona community colleges, and other similar institutions.
 - (C) Consideration to salary recommendations received through the shared governance process
- BENEFITS will be developed with
 - (A) No major changes expected in plan benefit structure or options
 - (B) Consideration on impacts from third-party partnerships
 - (1) Navajo County Schools Employee Benefit Trust for medical and dental insurance
 - (2) Arizona State Retirement System for retirement contributions
- Education partner relationships will be maintained
 - (A) Apache County
 - (B) NAVIT
 - (C) Dual enrollment
 - (D) Other
- CAPITAL budget requests will be developed for a three-year period (2016 – 2019).
- GRANT funding will continue to be identified and pursued
- AUXILIARY fund activities will be maintained

**Northland Pioneer College
Budget Development Assumptions
FY 2016-17**

Budget Categories & Targets:

Revenues	<ul style="list-style-type: none"> • Budget will be prepared by Administrative Services
Salaries/Wages & Benefits	<ul style="list-style-type: none"> • Budget will be prepared by Administrative Services except for the following wages that budget managers will include in budget requests: <ul style="list-style-type: none"> ○ Adjunct faculty ○ Faculty overload ○ Temporary employee ○ Lab aid ○ Substitute faculty
Operating Expenditures	<ul style="list-style-type: none"> • Funding expected to remain level in FY 2016-17. • Budget requests should reflect only those items identified in division or departmental operational plans. • Any new programs/services must demonstrate linkage to the adopted strategic plan.
Capital Expenditures	<ul style="list-style-type: none"> • All requests for funding will be linked to revenues from the operational budget, grant funds, or reserved funds. • Minimal state funding for STEM is expected to continue.

	TOTAL FTSE		NAVIT FTSE		DUAL FTSE		REGULAR FTSE	
	2014	2015	2014	2015	2014	2015	2014	2015
Little Colorado	158	186	27	25	13	20	118	141
Painted Desert	200	213	55	53	47	38	99	121
Silver Creek	169	132*	30	26	49	46	89	59*
White Mountain	473	493	81	80	59	81	333	332
Subtotal	1000	1024	193	184	168	185	639	673
ALU	1	1	0.0	0.0	0.0	0.0	1	1
CDA	40	49	0.0	0.0	0.0	0.0	40	49
DOC	59	95	0.0	0.0	0.0	0.0	59	95
Hopi	39	34	0.0	0.0	4	3	36	31
Internet	98	86	0.0	0.0	0.0	0.0	98	86
Kayenta	23	21	0.0	0.0	3	5	20	16
Springerville-Eagar	71	55	8	5	39	30	24	19
St Johns	89	99	49	47	2	3	39	49
Whiteriver	86	98	0.0	0.0	33	39	53	59
Apache Co Misc	22	24	0.0	0.0	18	22	4	3
Navajo Co Misc	1	16	0.0	0.0	1	5	0	11
Subtotal	529	577	57	52	98	108	373	399
TOTAL	1529	1601.4	250	236	266	293	1013	1072

* No law enforcement academy at SCC this fall. Fall 2014 law enforcement academy FTSE was 26.4

Regular Enrollment percentage change, Fall 2014-Fall 2015: +5.6%
Total Enrollment percentage change, Fall 2014-Fall 2015: +4.6%

HEADCOUNT

2014 – 3211
2015 – 3354 (+4.3%)

KEY GROWTH AREAS: +73 Fulltime student headcount, +170 under age 24 headcount, 4+ FTSE growth in 16 departments, location-specific growth, growth in multiple departments that had seen declines since 2008 peak enrollment

AREAS FOR IMPROVEMENT: -27 over age 24 headcount, 4+ FTSE decline in 8 departments, location-specific declines

Carpentry Training Program Memorandum of Agreement with Hopi Tribal Housing Authority

Recommendation:

Staff recommends approval of a carpentry training Memorandum of Agreement with Hopi Tribal Housing Authority in the amount of \$48,875. This MOA is through the college's Community and Corporate Learning department. Ten students will participate.

Summary:

Hopi Tribal Housing Authority (HTHA) desires to contract with NPC to provide credit-bearing nationally-certified Construction training to a cohort of ten students. The District Governing Board approved what was provided to NPC as a final draft of this MOA as a contract at the October board meeting. Subsequent to the board meeting, the Hopi Tribe's legal department retitled the document as a Memorandum of Agreement and appended three pages of federal regulatory language. College legal counsel has reviewed the amended document. NPC recommends approval of the amended and retitled attached document.



Date: October 27, 2015

MEMORANDUM OF AGREEMENT

Amending and Replacing Agreement Dated October 26, 2015

Hopi Tribal Housing Authority (HTHA)
NCCER Carpentry Training Class
November 2, 2015 through June 30, 2016
Contract Reference No. 2015-08-26

This Memorandum of Agreement amends and replaces the previous Agreement between the same parties dated October 26, 2015. Northland Pioneer College is a comprehensive community college providing Northeastern Arizona's Apache and Navajo Counties with higher education and specialized instruction services since 1974. Northland Pioneer College's commitment is to provide an educational network, which delivers educational services at over 100 locations plus consumer sites, through effective accredited instructional programs and leading edge technology.

The Community and Corporate Learning Department has operated since July, 2000. Community and Corporate Learning provide the community and business/industry with proven training services designed to enhance employee value and strengthen business effectiveness. Community and Corporate Learning programs are cost effective, customized, innovative, and flexible. Community and Corporate Learning programs are designed to contribute economic development and promote occupational skill development.

(HTHA)- NCCER Carpentry Training Class – November 2, 2015 through June 30, 2016. There will be approximately 640 contact hours developed in the curriculum of the class. Contract Reference # 2015-08-26.

Northland Pioneer College (NPC) Community and Corporate Learning (CCL) will provide the Hopi Tribal Housing Authority (HTHA) with an **NCCER (National Center for Construction Education and Research)** Carpentry Training Class beginning November 2, 2015 and ending by June 30, 2016. Classroom instruction will be held (2) days per week, (Monday and Tuesday) for (6.5) hours per day. On weeks where a National holiday falls on a Monday, (and/or the NPC Center is closed) the class will be held Tuesday and Wednesday that week. The students will be paid by HTHA as temporary employees of HTHA. Hands on construction practice will be coordinated with (HTHA) as students will work with the (HTHA) 2-3 days per week improving their learned skills. (HTHA) will provide all materials and equipment needed for the students and NPC instructor for teaching elements in the classroom hours. (HTHA) will provide all personal safety equipment, all tools for students, and all building materials and equipment (i.e. hand tools, saws and construction equipment) for use during class. Classroom instruction will be held at NPC in Polacca (Room 116), and hands-on practice (Construction Skills) will be held at a

location to be determined by the (HTHA). NPC will supply an NCCER Certified Adjunct Instructor to teach the NCCER Certified instruction courses listed below:

Module ID #	CON ID#	Module Description
00101-09	Con 100	Basic Safety
00102-09	Con 100	Introduction to construction math
00103-09	Con 100	Introduction to hand tools
00104-09	Con 100	Introduction to power tools
00105-09	Con 110	Introduction to construction drawings
00106-09	Con 110	Basic rigging
00107-09	Con 110	Basic communication skills
00108-09	Con 110	Basic employability skills
00109-09	Con 110	Introduction to materials handling
68101-09	Con 110	Site Layout One-Distance measuring and leveling
68102-09	Con 125	Introduction to concrete, reinforcing materials, and forms
68103-09	Con 125	Handling and placing concrete
68104-09	Con 124	Introduction to masonry
68105-09	Con 124	Masonry units and installation techniques
68106-09	Con 126	Floor systems
68107-09	Con 126	Wall and ceiling framing
68108-09	Con 126	Roof framing
68109-09	Con 145	Roofing applications
68110-09	Con 145	Exterior finishing
68111-09	Con 126	Basic stair layout
68112-09	Con 227	Electrical safety
68113-09	Con 227	Residential electrical services
68114-09	Con 227	Introduction to HVAC
68115-09	Con 227	Introduction to Drain, Waste, and Vent (DWV) systems
68116-09	Con 227	Plastic pipe and fittings
68117-09	Con 227	Copper pipe and fittings
		435 hours of instruction
		205 hours of hands on practice Construction Skills

The instructor for this training will be Jo Costion, (NPC Adjunct Instructor) Certified NCCER Instructor. He will be maintaining rosters of attendance and completion of each NCCER module for certificate completion. Attendance will be taken each day of the first week of class. The highest number obtained during the first week will be the multiplier used for the estimated costs variable. No one will be able to start the class after the second week, to keep costs and class

participation records concise and reliable. The curriculum of this program will be intense. Missing classes is not recommended as each module will have time requirements and classes quickly move to the next module. It will be the responsibility of the student to attend classes as developed, and the responsibility of the student to work with the instructor to make up missed work if absent.

There are fixed costs and estimated costs designed within this MOA. For the purpose of this MOA, fixed costs include instructor's salary, no matter class load. For the purpose of this MOA, estimated costs of textbook fees are dependent on total number of students. For the purpose of this MOA, all estimated costs are determined at (10) students attending. Any additional students will be subject to tuition and books, and the estimated cost will rise. The estimated costs are listed below.

Line Item	Estimated Cost/Student	Cost X (10) students	Estimated Total Cost	Totals
Instructor	(Fixed cost)		\$ 40,000.00	40,000.00
NCCER Textbooks	\$250.00	\$ 2,500.00	\$ 2,500.00	\$ 42,500.00
15% Administration Fee			\$ 6,375.00	\$ 48,875.00

Additional Benefits to (HTHA) and the students covered under this Agreement at NO ADDITIONAL CHARGE:

1. Each student who successfully completes each module of the program will receive an NCCER (**National Center for Construction Education and Research**) Certification Card and transcript. **This is a nationally recognized credential.**
2. Northland Pioneer College will provide **Course credits** to the students for completion of the classes under this MOA. NPC will have to register all students into the college to provide location and accreditation for contact hours, course completion and credit completion.
3. Northland Pioneer College will offer up to (22) credits towards furthering their education at NPC as part of the (CON) program curriculum as listed below:
 - Con 100 Construction Math & Safety (3) credits
 - Con 110 Plan Reading, Site Layout, Communication & Employment (3) credits
 - Con 124 Masonry Systems (3) credits
 - Con 125 Concrete Systems (3) credits
 - Con 126 Framing Systems (4) credits
 - Con 145 Roofing, Thermal and Moisture Protection Systems (3) credits
 - Con 227 Electrical, Mechanical, Plumbing Systems (3) credits

(22) Total credits

4. Northland Pioneer College will encourage the students who successfully complete each part of the program curriculum under this MOA to apply for a **Certificate of Proficiency** through Northland Pioneer College. **Certificates of Proficiency (COP)** are approved programs that indicate specific vocational competencies. A formal certificate will be sent to the applicant once the completion of requirements is certified. Normally these students do not attend graduation ceremonies. **Certificates of Proficiency will be awarded when the student:**

- (A) Satisfies the requirements for the certificate as published in the applicable NPC catalog;
- (B) Files an application with the Records and Registration Office when all courses have been completed;
- (C) Completes successfully, **with a grade of 'C' or better**, all courses to indicate the achievement of technical skills and competence in a specific area of endeavor;
- (D) Has a minimum of 75 percent of the credits required for the certificate in residence at NPC. Credits obtained by assessment cannot be used toward the residency requirement; and
- (E) Removes any indebtedness to the college prior to making application for the Certificate of Proficiency.

Billing:

Northland Pioneer College (CCL department) will bill (HTHA) (4) monthly invoices in the amount of \$ 10,000.00 for fixed costs beginning in November, 2015 and continuing until February, 2016 for the total of the fixed costs. Textbooks will need to be ordered in advance of the class, based on (10) students and will be billed in November 2, 2015. The fixed costs will not change; however, the estimated costs may change due to number of students registered into the program. All invoices will have the 15% administration fee added to the subtotal of the invoice.

All billing invoices will be sent to Chester Carl or his designee by email from CCL. We respect and understand the time needed to get checks processed by HTHA. To maintain program integrity and keep the program viable, HTHA will be given (60) sixty calendar days per bill, (from the date the bill is issued) until payment must be received by the Business office in Holbrook. If payment is not received after (60) sixty calendar days, there will be a 10% late fee penalty assessed to that invoice and billed to HTHA immediately.

By signing this MOA, HTHA guarantees to pay \$ 40,000.00 in fixed costs for this class. HTHA further guarantees to pay \$ 8,875.00 in estimated costs depending upon total number of students enrolled in the program.

NAHASDA Federal Funding Requirements:

Some or all of the funding for this MOA comes from the government of the United States, its Department of Housing and Urban Development, and its Native American Housing Assistance and Self Determination Act (NAHASDA). Federal laws and regulations impose certain requirements on the NPC and Hopi Tribal Housing Authority as parties to this MOA. The NPC is herein acknowledging that, for work performed under this MOA, it is subject to certain other federal and NAHASDA requirements. Furthermore, it agrees that it is its obligation and responsible to know, understand, and comply with these publically enacted laws and regulations.

1. Indian Preference for Enrolled Members of Federally Recognized Tribes. The HTHA and NPC must comply with the Indian Self Determination and Education Assistance Act and section 7(b), its preference section (25 U.S.C. 450e(b)), and to the greatest extent feasible provided preference in the award of contracts and subcontracts to Indian organizations and Indian-owned Economic Enterprises as well as employment preferences and opportunities for training. Furthermore, at the direction of the Hopi Tribal Housing Authority NPC may be required to take actions prescribed by the Hopi Tribal Housing Authority upon a finding by the Housing Authority or the U.S. Department of Housing and Urban Development (HUD) that NCCER has violated section 7(b) of the Act.
2. Preference for Low Income Locals. The HTHA and NPC must comply with the Housing and Urban Development Act of 1968, section 3, but not in derogation of the Indian preference requirements under section 7(b) of the Indian Self-Determination and Education Assistance Act described above, and to the greatest extent feasible give preference in the award of contracts and subcontracts to low income locals.
3. Non-Discrimination Executive Order (E.O.11246). For work performed under this MOA, NPC, is prohibited by Executive Order 11246 (E.O.11246) from discriminating in employment decisions on the basis of race, color, religion, sex or national origin. The Executive Order also requires covered contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This Executive Order is administered by the U.S. Department of Labor. This shall not be done in derogation of Indian preference requirements under section 7(b) of the Indian Self-Determination and Education Assistance Act as described above.
4. Copeland "Anti-kickback" Act. The HTHA and NPC are prohibited by the Copeland "Anti-kickback" Act (18 U.S.C 874) from inducing employees to give up any part of their compensation.
5. Federal Debarment and Suspension Executive Order (E.O.12549). The HTHA, NPC and their contractors and subcontractors, at any tier, may not under this MOA, award or contract with any party that has been debarred, suspended or otherwise excluded from or is ineligible for participation in a Federal assistance program. This restriction is imposed, by Executive Order 12549.

6. Davis-Bacon Act Wage Rates and Requirements. The HTHA, and NPC are required for work under this MOA to comply with the Davis-Bacon Act. This includes Davis Bacon prevailing wage requirements (the Act of March 3, 1931 commonly known as the Davis Bacon Act; chapter 411; 46 Stat. 1494; 40 U.S.C. 276a et seq.). This can be modified or supplanted by a law or regulation of the Hopi Tribe that requires wage rates determined by the Tribe so long as those wage rates are not less than the prevailing wages determined by Davis-Bacon (Native American Housing Assistance and Self-Determination Act of 1996, as amended, (25 USC 4114 (b)(3))).
7. Contract Work Hours and Safety Standards. Because work under this MOA involves employment of mechanics or laborers in excess of \$2,500, NPC must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR part 5).
8. Federal Access to Records. For work performed under this MOA, NPC is required to provide access to the HTHA, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duty authorized representatives to any books, documents, papers, and records which are directly pertinent to specific contracts for the purpose of making audit, examination experts and transcriptions (2 CFR part 200.336).
9. Retention of Records. For work performed under this MOA, NPC is required to retain all required records for three years after HTHA makes final payments and all pending matters are closed. (2 CFR part 200.33)

Disputes:

1. In the event of a dispute arising under this MOA, the parties shall attempt to resolve the matter through informal negotiations. If that fails, the parties agree to mediate the dispute with the use of a mediator to be agreed upon by both parties.
2. The parties agree that any dispute or claims arising under this MOA shall only be brought in the Tribal Court of the Hopi Tribe.

Termination:

The HTHA may terminate the NPC's right to proceed under this MOA with or without cause. Such termination shall be effective immediately upon delivery of written notice to the NPC. If the HTHA terminates without cause, the NPC shall be paid a fair and reasonable amount for the work properly completed prior to the notice of termination.

Immunity:

Nothing in this MOA shall be read or construed to effect, modify, limit, or waive the sovereign immunity of the Hopi Tribe, the Hopi Tribal Housing Authority or either of their departments, agencies, organizations, officers, agents, and/or employees or be construed as a "consent to be sued," as that term is used in Ordinance 15 of the Hopi Tribe.

AGREED AND ACCEPTED:

Name: Mr. Chester Carl Title: Executive Director, HTHA

Signature:  Date: 10/27/2015

Name: Dr. Jeanne Swarthout Title: President of Northland Pioneer College

Signature: _____ Date: _____

Public Notice of Nondiscrimination

Northland Pioneer College does not discriminate on the basis of race, color, national origin, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resource, 2251 E. Navajo Blvd., Holbrook, AZ 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, AZ 85901, and (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs.

Request to fill vacancy on NATC board

Recommendation:

Staff requests that the Board appoint David Huish, NPC Director of Facilities and Vehicles, to fill a vacancy on the three person Northeast Arizona Training Center board.

Summary:

The retirement of Blaine Hatch, Vice President for Administrative Services, has created a vacancy on the NATC board. Per NATC bylaws, the Navajo County Community College District Governing Board shall appoint three college employees to serve on the NATC board. Given that capital improvement projects are the current highest priorities at the facility, the college recommends appointing David Huish, NPC Director of Facilities and Vehicles, to the NATC board vacancy. Mr. Huish's expertise in construction and facility management will allow the board to make informed and clear decisions regarding future capital needs at the facility. We anticipate Mr. Huish will provide valuable insight and reduce the board's response time to NATC needs as capital improvement projects transition to the college's capital budget.