

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 August 19, 2014 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 Lisa Jayne 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, Lisa Jayne, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 18th day of August 2014, at 10:00 a.m.

Lisa Jayne
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

Governing Board Meeting Agenda

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

Date: August 19, 2014

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

Item	Description	Resource
1.	Call to Order and Pledge of Allegiance	Chair Handorf
2.	Adoption of the Agenda	Chair Handorf
3.	Call for Public Comment.....	Chair Handorf
<p>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.</p>		
4.	Reports:	
A.	Financial Position	Vice President Hatch
B.	CASO	Margaret White
C.	NPC Faculty Association	Gary Mack
D.	NPC Student Government Association	Dean Hinton-Rivera
E.	NPC Friends and Family Report	Betsyann Wilson
5.	Consent Agenda..... (Action)	Chair Handorf
A.	June 17, 2014 DGB Minutes ; June 17, 2014 Executive Session Minutes; July 22, 2014 DGB Teleconference Minutes	
B.	Dual Enrollment IGAs with St. John's USD; Red Mountain USD; Chinle USD; Joseph City USD; Whiteriver USD; Holbrook USD; Winslow USD; Ganado USD; Snowflake USD	
6.	Old Business: None	
7.	New Business:	
A.	Request to Approve Overage for NATC Crack Seal (Action)	Vice President Hatch
B.	Request to Approve Exterior Building Improvements (Action)	Vice President Hatch
C.	Request to Approve Prepurchase of Mechanical Equipment (Action)	Vice President Hatch
D.	First Read: Revision of Policy 1000 ; Procedure 2000.....	President Swarthout
E.	First Read: Revision of Policy 1085 ; Procedure 2010, 2015, 2020 2025, 2030, 2035	President Swarthout
F.	Review of Health Insurance Pool	Vice President Hatch
G.	Review of Initial Salary Placement Guidelines	Vice President Hatch
8.	Standing Business:	
A.	Strategic Planning and Accreditation Steering Committee Report....	Vice President Vest
B.	Human Resources Update	Director Hokanson
C.	President's Report.....	President Swarthout
D.	DGB Agenda Items and Informational needs for next meeting	Chair Handorf
9.	Board Report/Summary of Current Events	Board Members
10.	DGB Board Meeting – September 16, 2014.....	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.
One or more Board members and/or staff members may participate in the meeting by speakerphone, if necessary.



Northland Pioneer College

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2013 to June 30, 2014

Budget Period Expired 100%

Tax Supported Funds

	General Unrestricted			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	13,341,335	104,425	13,162,286	99%
State Aid:				
Maintenance and Operations	1,646,600		1,646,600	100%
Equalization	5,514,200		5,514,200	100%
Tuition and Fees	4,755,000	167,850	4,414,494	93%
Investment earnings	125,000	21,519	140,531	112%
Grants and Contracts	1,600,000	335,000	2,879,787	180%
Other Miscellaneous	200,000	13,934	228,189	114%
Transfers:	(2,750,000)	141,113	(2,260,279)	82%
TOTAL REVENUES	\$24,432,135	\$783,841	\$25,725,808	105%
EXPENDITURES				
Salaries and Wages	17,067,805	1,710,233	15,551,537	91%
Operating Expenditures	6,587,182	577,243	5,695,764	86%
Capital Expenditures	253,000	55,150	194,059	77%
TOTAL EXPENDITURES	\$23,907,987	\$2,342,626	\$21,441,360	90%

	Unrestricted Plant			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital	199,300		122,600	62%
Other Miscellaneous				
Transfers:	2,000,000	166,667	2,000,000	100%
TOTAL REVENUES	\$2,199,300	\$166,667	\$2,122,600	97%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	12,199,300	1,203,948	3,922,136	32%
TOTAL EXPENDITURES	\$12,199,300	\$1,203,948	\$3,922,136	32%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2013 to June 30, 2014

Budget Period Expired 100%

Restricted and Auxiliary Funds

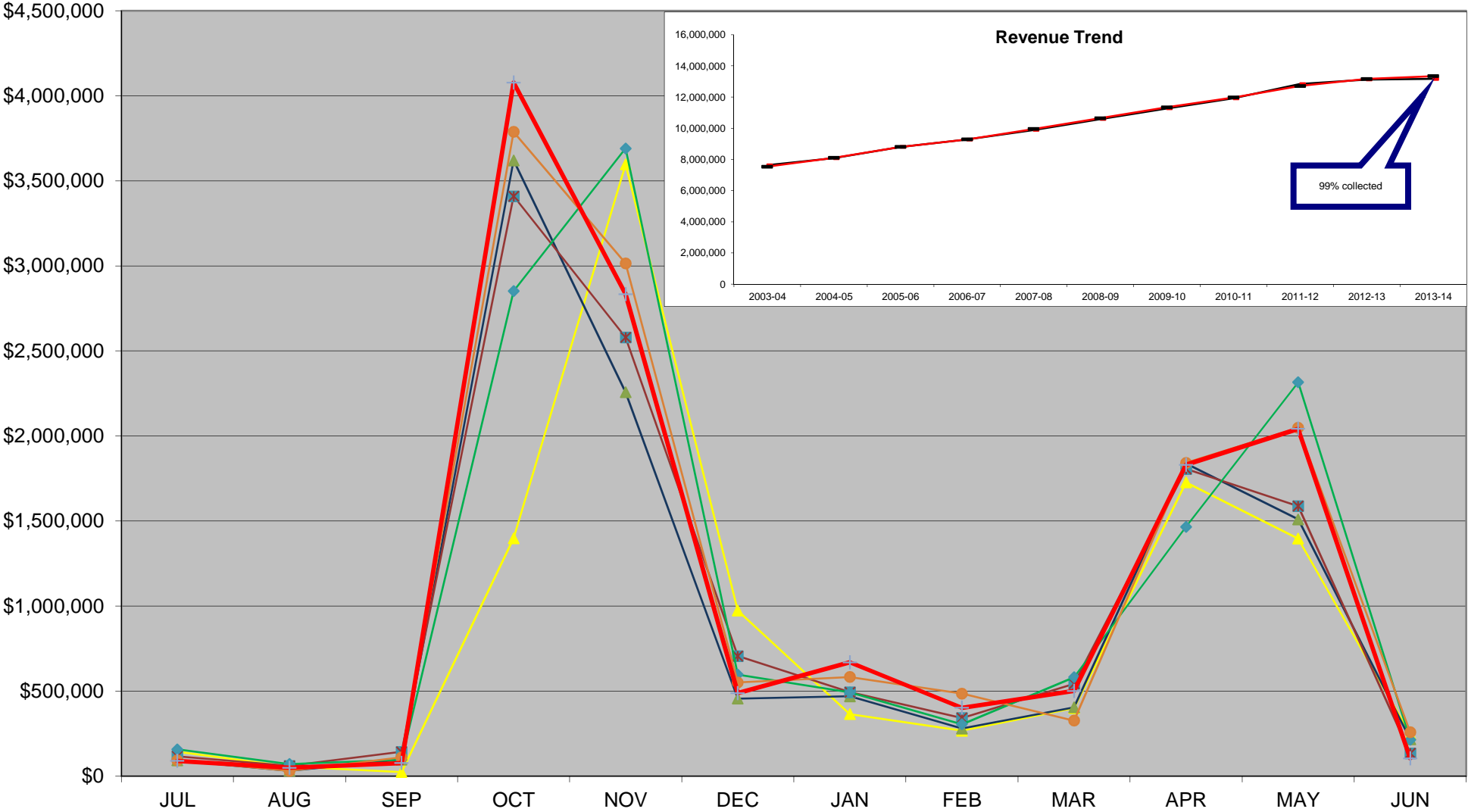
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,400,000	283,487	5,178,743	81%
Donations				
Transfers:	600,000	(341,773)	48,374	8%
TOTAL REVENUES	\$7,000,000	(\$58,286)	\$5,227,117	75%
EXPENDITURES				
Salaries and Wages	935,960	137,864	1,234,668	132%
Operating Expenditures	5,914,040	113,272	3,552,435	60%
Capital Expenditures	150,000	76,865	440,014	293%
TOTAL EXPENDITURES	\$7,000,000	\$328,001	\$5,227,117	75%

	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services				
Bookstore	100,000	2,426	78,692	79%
Other	306,000	33,417	277,487	91%
Donations				
Transfers:	150,000	33,993	211,905	141%
TOTAL REVENUES	\$556,000	\$69,836	\$568,084	102%
EXPENDITURES				
Salaries and Wages	377,903	39,737	326,676	86%
Operating Expenditures	178,097	31,209	241,408	136%
Capital Expenditures				
TOTAL EXPENDITURES	\$556,000	\$70,946	\$568,084	102%

Cash Flows

Cash flows from all activities (YTD)	\$33,643,609
Cash used for all activities (YTD)	\$31,158,697
Net Cash for all activities (YTD)	\$2,484,912

Monthly Primary Property Tax Receipts



TRANSWESTERN PIPELINE PROPERTY VALUATION SETTLEMENT

Summary:

A \$15 million settlement has been reached to resolve an appeal of property valuation in a tax case between Transwestern Pipeline Company, the Arizona Department of Revenue and seven Arizona counties including Navajo County. The pipeline company appealed its property tax valuation for the 2010 through 2015 tax years.

Transwestern owns a natural gas pipeline that runs through several Arizona counties along Interstate 40 from California to Texas. The pipeline network was expanded in 2009 to bring natural gas to the Phoenix area. When the Phoenix Expansion Project was constructed, the Arizona Department of Revenue based Transwestern's property tax rate on the cost of construction. But a 2006 law passed by the Legislature had changed the tax definition so certain types of companies — including natural gas companies — could choose from three different methods for assessing their property values.

Transwestern officials realized that if the state assessed the company's value using the "income method" based on the cost of natural gas rather than the cost of the pipeline the valuation would be significantly decreased. Transwestern filed an appeal to get a refund for all extra taxes paid by the company under the original assessment for tax years 2010 through 2013. State officials and the seven affected counties negotiated a settlement in May to avoid a lawsuit in Arizona Tax Court.

The settlement cost for NPC is \$119,318.24 plus an interest charge of \$10,182.10 for a total impact of \$129,500.34, which is reflected on the in June 2014 property tax statement. This refund applies to the 2010 through 2013 tax years. The taxes for the overvaluation in 2014 and 2015 will not be paid and will result in a shortfall in collections for each of the years. The estimated shortage for 2014 was about \$40,000 and the deficit for 2015 is expected to be about \$44,000.

The Attorney General's Office represented ADOR and the seven Arizona counties. County officials had two options: have every entity pay the entire refund before the current fiscal year started July 1, or allow all the entities to refund the money in the form of tax credits over a three-year period. Navajo County chose the first option.



Navajo County Community College District Governing Board Meeting Minutes

June 17, 2014 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

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

Staff Present: President Jeanne Swarhout; Vice President Blaine Hatch; Vice President Mark Vest; Information Services Director Eric Bishop; Institutional Effectiveness Director Dr. Leslie Wasson; Recording Secretary to the Board Lisa Jayne.

Others Present: Everett Robinson, Ann Hess, Jeremy Raisor, Sharon Hokanson, Barry Williams, Margaret White, Peggy Belknap, Tamara Martin, Maderia Ellison, Jake Hinton, Stuart Bishop, Linda Kor, Josh Rogers, John Spadaccini, Peg Erdman, Beulah Bob-Pennypacker.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Handorf called the meeting to order at 10:04 a.m. Mr. Lucero 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 summarized the financial position report to the Board. Mr. Matteson asked if the forecast for end of the year puts the College in the red or black. Vice President Hatch stated that the end of the year will find the College \$2 million in the black. Mr. Winslow asked if the reason grant and contract revenues were more than expected was due to timing in the fiscal year or some unexpected contracts. Vice President Hatch stated it was due to timing in the year. NAVIT always prepays on contract and the College also recently received revenues from the Apache County contract that will be applied to the prior year's contract. Mr. Lucero asked if Apache County was in arrears. Vice President Hatch stated some parts were paid in arrears by Apache County but also actual expenditures versus estimated expenditures by Apache County are paid at the end of the fiscal year.



4.B. NPC CASO – Margaret White

CASO Vice President, Margaret White, addressed the Board and summarized for the Board CASO activities for the year, which included helping with convocation, staff salary increase negotiations, 40th anniversary celebration events throughout year, warm and fuzzy awards, CASO members were in charge of graduation and worked with faculty on a joint retreat at Heward House, candy sales for scholarships, \$935 in professional development textbook scholarships, and CASO members have been involved in committee and councils and the CASO newsletter. CASO at August convocation will be holding their once a year donation drive that will go to local senior centers.

4.C. Faculty Association

None.

4.D. NPC Student Government Association – Jake Hinton-Rivera

Jake Hinton-Rivera stated there was no SGA report but introduced Student Activities Coordinator and Silvercreek Campus Advisor, Josh Rogers, who is on his third week on the job and still in training.

Agenda Item 5: Consent Agenda

- A. May 20, 2014 DGB Minutes; May 20, 2014 Special Meeting Minutes; May 20, 2014 Truth in Taxation Public Hearing Minutes; May 20, 2014 Proposed Budget Public Hearing Minutes

*Mr. Matteson moved to approve the consent agenda. Mr. Lucero seconded the motion. **The vote was unanimous in the affirmative.***

Agenda Item 6: Old Business

6.A. Request to Approve Pavement Improvement Contract

Vice President Hatch stated the pavement improvement contract item tabled last month was re-quoted without a polymer additive, which reduced the cost by \$45,000. Staff recommends approval of a pavement improvement contract with Asphalt of Arizona for \$149,487.84, for type II slurry seal, crack seal, and asphalt repair with pavement markings. The bid process was under a Mohave Education Services Cooperative contract. Mr. Winslow asked what facilities were involved. Vice President Hatch stated that Hopi Center, Little Colorado Campus, Silvercreek Campus, Painted Desert Campus and Whiteriver Center all require pavement improvement. Chair Handorf asked if the polymer additive would affect wear and tear. Vice President Hatch stated the polymer was only to speed up set time and does not affect wear and tear.

*Mr. Matteson moved to approve a pavement improvement contract with Asphalt of Arizona for \$149,487.84 for type II slurry seal, crack seal, and asphalt repair with pavement markings for four locations. Mr. Winslow seconded the motion. **The vote was unanimous in the affirmative.***



Agenda Item 7: New Business

7.A. Alumnus Award – Sara Greenwood

Jeremy Raisor addressed the Board and introduced the Spring 2014 Outstanding Alumnus Award winner, Sara Greenwood. Jeremy Raisor reviewed her outstanding achievements and presented Ms. Greenwood with a plaque. Sara Greenwood thanked the Board for the honor.

7.B. Request to Approve NAVIT IGA

Mr. Winslow asked if there were any significant changes to the NAVIT agreement. Vice President Hatch stated the format of an IGA is identified by state statute and so there are no changes to the body of the agreement, but that both Exhibits A and C are updated annually. Mr. Winslow asked Matt Weber if the passage of the College Bound Scholarship for high school juniors and seniors for general education courses will help compensate for the courses being eliminated from NAVIT a few years ago. Matt Weber stated it should be a big boon for the students and NPC staff has already met with NAVIT about these opportunities.

Mr. Matteson moved to approve the NAVIT IGA as presented. Mr. Lucero seconded the motion. The vote was unanimous in the affirmative.

7.C. Request to Approve Apache County IGA

Mr. Winslow asked if there were any significant changes to the Apache County IGA. Vice President Hatch stated the only change made to the proposed IGA is addition of language that asks the College to provide additional data information requested by Apache County in the three added exhibits. Including the additional request for language that addresses attachment C which lists the courses to be delivered for an AGECE-A certificate rather than an AGECE-B.

Mr. Winslow asked if the language in the section dealing with reimbursement is clear enough to ensure Apache County is without question about their reimbursement requirements. Vice President Hatch stated that regular discussion takes place with Apache County and the College throughout the year regarding reimbursement and feels confident Apache County is very clear of reimbursement requirements.

Barry Williams, Chair of the Apache County Higher Education committee (ACHE), addressed the Board and stated that the current IGA has been sent out to ACHE and that the committee is in agreement with the IGA but was here to request that the Board table the IGA for now since there has not been enough time for the committee to complete a review.

President Swarthout stated staff is concerned about tabling it due to timing issues, as NAVIT classes start on August 7 and the College has already committed funds by hiring contracted staff. Mr. Winslow asked if procedurally both parties could negotiate language after adoption of the IGA. Vice President Hatch stated that on the first page, under section 2, the IGA states the effective date is July 1 or upon the date of signature by all parties, whichever comes later, unless that date is after July 20, in which case the agreement is effective July 20. It also states that an amendment can be made on execution of written amendment signed by both parties. He also notes that the final sentence states that both entities agree to negotiate in good faith in the future for a provision of post-secondary education services in Apache County.



Mr. Winslow asked Barry Williams if ACHE would have a problem with the Board approving the proposed IGA with the understanding that the College and ACHE will work through any needed amendments after. Barry Williams stated that ACHE is discussing changing the contract from one year to two years, and have also requested further confirmation of delivery of classes for AGECE-A. Barry Williams stated that there is no question in his mind that Apache County intends to continue the IGA with the College but would like time to process changes and discuss the IGA.

Chair Handorf stated that over the last couple of years Apache County has had to pay amounts due not calculated at the beginning of year estimates, and wanted to know if that situation was affecting the discussion taking place now. Barry Williams stated that there is merely some unresolved business that still needs to be taken care of.

Vice President Hatch stated that the IGA with Apache County is prospective and requests made by Apache County can often affect the way the College does business, so it can be difficult to say exactly what expenses will be beforehand. The IGA specifies that a mid-year analysis take place around February 28th in which Apache County is notified if expenditures are higher than expected or if there's an overpayment. The final analysis is to clarify and make absolutely certain there are no Navajo County taxpayer dollars being used to provide services in Apache County.

Vice President Hatch stated that moving to a calendar year for this IGA might be a consideration. Mr. Matteson asked what benefit that would provide. Vice President Hatch stated that the College has to invest in the upcoming year in May by hiring instructors and other investments, and waiting until June to pass an agreement is a little late in the process.

President Swarthout apologized if the request about acquiring AGECE-A and AGECE-B data was overlooked, but she just became aware of this request yesterday, and stated that the College will be working on that issue. Vice President Vest stated that there's only a two-course difference between AGECE-A and AGECE-B. President Swarthout stated Apache County has requested information as to what avenue the Apache County students are choosing between the AGECE-A and AGECE-B and that information is being compiled.

Mr. Winslow stated that whether the DGB adopts or tables this IGA could be perceived differently by Apache County. He asked Barry Williams if in the spirit of keeping a positive tone, ACHE would be more comfortable with tabling it now or amending it in July. Chair Handorf stated that ACHE should be aware that NPC has already invested and committed to the contract. Barry Williams stated that as long as the DGB is aware that the IGA will most likely need adjusted, approving the IGA would be fine.

Mr. Matteson moved to approve the Apache County IGA as presented. Mr. Lucero seconded the motion. The vote was unanimous in the affirmative.



7.D. Request to Approve Roof Replacement Design

Vice President Hatch stated that staff is recommending approval of a contract with architects, DLR Group, to provide components of design, contract documents, and construction administration services for the replacement of the roof and rooftop mechanical units on two buildings; the Blunk Building at Little Colorado Campus and the Whiteriver Center main building. Total cost of proposed flat fee contract work is \$73,500. This is part of the ongoing requirement to update and improve facilities to meet code. If this contract is approved, staff will be bringing a construction contract back to the Board at some point. Mr. Winslow asked if there was a general idea of the cost of the projected construction. Vice President Hatch stated there was no estimate yet of replacement cost but is confident there is sufficient funds set aside for the project.

*Mr. Matteson moved to approve the Roof Replacement Design contract with DLR Architect in the amount of \$73,500. Mr. Winslow seconded the motion. **The vote was unanimous in the affirmative.***

Chair Handorf called for a short break.

7.E. Request to Approve NATC Asphalt Seal Project

Vice President Hatch stated all NATC facility expenditures from the State appropriated funds come before the DGB for approval. The asphalt surface at NATC facility would benefit from a crack sealing and a fog seal and the quotes do include restriping. Quotes were requested from five different contractors but the College only received two responses. Staff recommends approval of the pavement improvement award to Hatch Industries for an amount not to exceed \$35,000.

Mr. Matteson asked if this went through appropriate bid contract with advertising. Vice President Hatch stated that because of the dollar amount the College was only required to get three submitted bids on construction contracts so it didn't have to go through the formal bid process. Construction projects over \$50,000 have to go through the more formal process.

Mr. Lucero asked if there would be an inspector for the project. Vice President Hatch stated inspections are part of the process, and Hatch Industries is not the original contractor who laid the pavement.

*Mr. Matteson moved to approve the NATC Asphalt Seal Project contract with Hatch Industries in an amount not to exceed \$35,000. Mr. Winslow seconded the motion. **The vote was unanimous in the affirmative.***

7.F. Review of Shared Governance – Procedure 2125

President Swarouth stated the Board is informed when important procedural changes happen. The procedural changes for Procedure 2125 on Shared Governance revolves around getting better balance on shared governance college committees, stronger faculty representation in some areas, stronger CASO representation in others. It did go out to the College for review as required by the procedure on procedures and received a total of 10 comments back from the College.



Some were very good and appropriate changes were made. This procedure requires a yearly review and will be brought before the Board again if there are any significant changes.

7.G. Information – Teleconference Meeting in July

President Swarthout stated there are several items that will need a Board vote before the August meeting, so staff is requesting a board meeting in July by teleconference. Items that need action are the auto shop lease and some network link equipment purchases.

7.H. Information – Nursing concurrent enrollment agreement with NAU

Vice President Vest stated instructional division provides information to the Board when the College enters into agreements with other institutions. Over the past couple of years the College has entered into sequential Associates to Bachelor of Science agreements with both Arizona State and Grand Canyon. This agreement is an accelerated program for students who can keep up with the work load, allowing co-enrollment with NAU's BSN program, and the Nursing Associates program at NPC. Chair Handorf asked if this included offering credit for experiential learning. Vice President Vest stated it was not. Dean Peg Erdman stated that the best thing is the cost benefit to students, as students can take 90 credits from NPC and only 30 credits at NAU.

7.I. Executive Session – Presidential Evaluation and Contract

At 11:25am Chair Handorf stated the Board would move into Executive Session to discuss the President's Evaluation and Contract

Mr. Matteson moved to go into Executive Session to review the President's Performance review and Contract. Mr. Lucero seconded the motion. The vote was unanimous in the affirmative.

The executive session meeting was adjourned at 11:50 p.m. upon a motion by Mr. Lucero, a second by Mr. Matteson, and a unanimous affirmative vote.

7.J. Request to Approve Presidential Evaluation and Contract

Mr. Winslow moved to adopt the addendum to the president's employment contract. Mr. Mattson seconded the motion. The vote was unanimous in the affirmative.

Agenda Item 8: Standing Business

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

Vice President Vest stated SPASC has made progress over the last month. The group has identified processes to evaluate measurable goals and outcomes on operational planning; also identified a series of steps for development of operational plan; identified a series of items for an 18-month Strategic and Operational Planning calendar and will debrief the Board on this at the retreat later today.

8.B. Human Resources Update – Sharon Hokanson

Director Sharon Hokanson reviewed the Human Resources Update with the Board.



8.C. President's Report – President Swarthout

President Swarthout stated the President's Council will be meeting next week, at the end of the week she will be at an Arizona Women in Higher Education conference in Flagstaff. Also, the contract with ADOC will be completed next week. New employee and faculty orientation will take place in August.

Agenda Item 9: Board Report/Summary of Current Event

Agenda Item 10: Announcement of Next Regular Meeting: July 2014 Teleconference TBA; DGB August 19, 2014.

Agenda Item 11: Adjournment

The meeting was adjourned at 12:00 p.m. upon a motion by Mr. Matteson., a second by Mr. Lucero and a unanimous affirmative vote.

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board



Navajo County Community College District Governing Board Teleconference Meeting Minutes

July 22, 2014 – 10:00 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. Frank Lucero, Mr. Daniel Peaches

Absent: Mr. Prescott Winslow

Staff Present: President Jeanne Swarhout; Vice President Blaine Hatch; Vice President Mark Vest; Information Services Director Eric Bishop; Institutional Effectiveness Director Dr. Leslie Wasson; Recording Secretary to the Board Lisa Jayne.

Others Present: Everett Robinson

Agenda Item 1: Call to Order

Chair Handorf called the meeting to order at 10:06 a.m.

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: New Business

4.A. Request to Approve Auto Shop Lease

Vice President Hatch stated NPC assumed the Auto Shop facility lease from NAVIT in 2012 and the lease rate was just over \$13,000 a month at that time. The current lease period ends at the end of July. The proposed facility lease is for the same location and is essentially a continuation of everything associated with the prior lease except the yearly lease rate. The College renegotiated the rate and the proposed new rate is \$8,670 per month. This lease is a five year term, with a 2% rental tax, plus escalation factor for each of the five years. There is an option for two additional five year terms. Staff recommends approval.

Mr. Lucero asked why NPC originally assumed the lease from NAVIT. Vice President Hatch stated changes in state law at the time penalized NAVIT if they were lease holders of facilities and so the Board agreed to take on the lease. The College continues to split the cost of the lease and other operational costs evenly with NAVIT. Chair Handorf stated cost per square feet is reasonable. Mr. Lucero asked if there's a bailout option if the college decides to build own building before the end of the lease. Vice President Hatch stated there's no early bail out option.



Vice President Hatch stated the building was built to order for the NAVIT auto program, and NAVIT and NPC have been the only users of the building.

Mr. Lucero asked how NAVIT is funded. Vice President Hatch stated NAVIT receives state Average Daily Maintenance funding, and they also have some taxing authority that is limited to 5 cents per \$100,000 property valuation, and NAVIT currently taxes at that level. Vice President Hatch stated that NAVIT has the same factors affecting them as any K-12 school.

Mr. Lucero stated he was concerned that the lease goes up every year, and he would feel more comfortable if there was a provision in case the College loses the standing agreement with NAVIT. Vice President Hatch stated the college feels very confident that the NAVIT relationship will continue.

Mr. Matteson stated unless there's some unique threat to the automotive program and threat of discontinuation of NAVIT, there's no reason not to approve the lease. Mr. Lucero asked if there can be a bailout clause in future leases in the college. Vice President Hatch stated that in regards to contracts with public entities there's that option if due lack of.

Mr. Matteson moved to approve the auto shop lease as presented. Mr. Peaches seconded the motion. The vote was unanimous in the affirmative.

4.B. Request to Approve Purchase of Network Upgrades

Director Eric Bishop stated five years ago the College awarded an RFP to build out the College's wide area network. There is now a need to make improvements and upgrades in this equipment. Next Level Services did the initial installation, and the first round of upgrades will be to upgrade at PDC, the Old Hermosa Campus, the Dry Lake facility, and at the White Mountain Campus. The main needs are to increase capacity of the link and to upgrade equipment. The needed funds are in the capital funds in this year's budget and additional funds for further improvements at other locations that are not being upgraded this year. The services will be provided through a GSA contract.

Mr. Lucero asked why the system is down all the time. Director Bishop stated Jenzabar is the system that's been down quite a lot due to planned maintenance and outages, as well as the recent integration being problematic. Director Bishop stated that these improvements do not have anything to do with Jenzabar but merely the equipment that supports it, and these upgrades should have no effect on Jenzabar itself.

Mr. Lucero asked if Jenzabar is part of the college or E.D.U. system. Director Bishop stated Jenzabar is a program the college uses, and this proposed purchase is the equipment for connecting locations together and that Jenzabar issues will not be affected by this.

Mr. Matteson moved to approve the contract. Mr. Lucero seconded the motion. The vote was unanimous in the affirmative.

Agenda Item 5: Announcement of Next Regular Meeting: August 19, 2014

Navajo County Community College District Governing Board Meeting – 7/22/14 – Page 2 of 3



Northland Pioneer College

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

Agenda Item 6: Adjournment

The meeting was adjourned at 10:31 a.m. upon a motion by Mr. Peaches, a second by Mr. Matteson, and a unanimous affirmative vote.

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board

DRAFT



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SNOWFLAKE UNIFIED SCHOOL DISTRICT NO. 5**

This Intergovernmental Agreement (“Agreement”) is entered into this 8th day of July, 2014, between Navajo County Community College District, (“College”), and Snowflake Unified School District No. 5, (“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(G), § 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.

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

**I INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
ST. JOHNS UNIFIED SCHOOL DISTRICT NO. 1**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2014, between Navajo County Community College District, (“College”), and St. Johns Unified School District No. 1, (“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(G), § 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.

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

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

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2014, between Navajo County Community College District. ("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(G), § 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.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
GANADO UNIFIED SCHOOL DISTRICT NO. 20**

This Intergovernmental Agreement ("Agreement") is entered into this 2nd day of July, 2014, between Navajo County Community College District, ("College"), and Ganado Unified School District No. 20, ("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(G), § 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.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HOLBROOK UNIFIED SCHOOL DISTRICT NO. 3**

This Intergovernmental Agreement (“Agreement”) is entered into this 8th day of July, 2014, between Navajo County Community College District, (“College”), and Holbrook Unified School District No. 3, (“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(G), § 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.

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

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

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2014, between Navajo County Community College District, (“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(G), § 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.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WHITERIVER UNIFIED SCHOOL DISTRICT NO. 20**

This Intergovernmental Agreement (“Agreement”) is entered into this 9th day of July, 2014, between Navajo County Community College District, (“College”), and Whiteriver Unified School District No. (“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(G), § 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.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WINSLOW UNIFIED SCHOOL DISTRICT NO.1**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2014, between Navajo County Community College District (“College”), and Winslow Unified School District No. 1 (“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.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
RED MESA UNIFIED SCHOOL DISTRICT #27**

This Intergovernmental Agreement (“Agreement”) is entered into this 9th day of July, 2014, between Navajo County Community College District, (“College”), and Red Mesa Unified School District No. 27, (“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(G), § 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.

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, 2015 (“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 F 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 has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not less than six (6) credit hours per semester.

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 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.

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

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

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

J. 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.

D. College will provide career counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

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

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, and the Individuals with Disabilities Education Act ("IDEA"). College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

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(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. 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 instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.

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

5.3 Assessment and Monitoring

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

B. School District will provide counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

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 resident/nonresident tuition.

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

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

5.5 Students with Disabilities

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, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

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 an instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

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 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 residency status of the student. 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 is not a legal resident of Arizona 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. CONTINUATION OF AGREEMENT

The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that

Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

9. 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.

10. 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 board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1 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 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2 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.

11.3 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.

11.4 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.

12. RESPONSIBILITY

12.1 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.

12.2 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.

13. 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.

14. 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.

15. 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 99-4, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:

Tommy Yazzie, Superintendent
Red Mesa Unified School District No. 27
HC 61 Box 40
Teec Nos Pos, AZ 86514

COLLEGE

SCHOOL DISTRICT

By: Dr. Jeanne Swarthout, President
Title: President


By: Tommy Yazzie, Superintendent
Title: Superintendent

Date

Date July 9, 2014

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

By: _____
Legal Counsel for College

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


By: 
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

Instructors shall be provided as follows:

- 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 Six Dollars (\$66) per credit hour for each in-state student and Three Hundred Fifteen Dollars (\$315) 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 <u>X</u>
2. Course Fee	District _____	Student <u>X</u>
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 will 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:

Invoices to be sent to the School District:

Northland Pioneer College
ATTN Accounts Payable
PO Box 610
Holbrook, AZ 86025

Red Mesa Unified School District #7
ATTN: Business Office
HC 61 Box 40
Tec Nos Pos, AZ 86514

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,646,600

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

0

Amount School District returned to College:

(Specify percentage or dollar amount)

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.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
BUS220	PRINCIPLES OF MARKETI	3.00	FALL	KRAUS, PHILL
BUS220	PRINCIPLES OF MARKETI	3.00	SPRING	KRAUS, PHILL

REQUEST TO APPROVE OVERAGE NATC CRACK SEAL PROJECT

Recommendation:

Staff recommends approval of a \$2,851.78 overage amount for the crack seal portion of the pavement improvements at the NATC facility to Hatch Industries.

Summary:

The asphalt surface improvements have been completed at the NATC facility located in Taylor. The Board had approved the pavement improvement project at an amount not to exceed \$35,000. However, additional crack seal material was needed to complete the project.

The amount of material required to complete the crack seal was initially estimated at 65 units. The actual number of units used was 172. The originally price quote was \$78 per unit. The contractor has adjusted the pricing down to \$45 per unit, which is a discount of more than 30% off the original quote. The additional cost includes transaction privilege tax of \$407.51 (5.265%).

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 approximately \$90,000.



REQUEST TO APPROVE EXTERIOR BUILDING IMPROVEMENTS

Recommendation:

Staff will make a recommendation for award of a contract based on bids received August 14, 2014.

Summary:

Exterior building improvements were initially designed several years ago with work completed 2008 on the multipurpose building (Student Center) at the Silver Campus, the multipurpose building and the Ruby Hill classroom at the Little Colorado Campus. The exterior building improvements included the addition of an exterior EIFS application and roofing improvements. The original scope of work included the exterior improvements for the multipurpose building (Cosmetology) at the White Mountain Campus and the Performing Arts Center Annex at the Silvercreek Campus, however the work was deleted in the final contract due to anticipated changes in the use of these two buildings.

Staff now recommends completing the exterior improvements. The proposed work will improve the exterior appearance of each of the buildings and the overall look of both campuses with the appearance of the buildings being fully integrated with the other permanent structures.

The funds necessary to complete the recommended work are budgeted and available for the projects.



REQUEST TO APPROVE PRE-PURCHASE OF MECHANICAL EQUIPMENT

Recommendation:

Staff recommends award of a contract to purchase equipment from Mechanical Products Southwest for a total cost of \$125,509.97.

Summary:

A professional roof survey and subsequent inspections have been completed for the and the Blunk Building at the Little Colorado Campus in Winslow and for the Whiteriver Center. It will be recommended that the roof on each of the facilities be removed and replaced. Award of the construction bid is expected to be recommended to the Board at the regular meeting held in September 2014.

The heating, ventilation and cooling systems in each of the buildings is also reaching the end of useful life. Currently these building have a heated water circulation system. The pre-purchase of the HVAC equipment will allow the project to move more quickly due to a twelve-week lead time on delivery of the equipment. Pre-purchasing the mechanical equipment will also save subcontractor/contractor markups and reduce the overall cost of the project. A recommendation from DLR is included.

The current three-year capital budget includes a deferred maintenance line item and funds are available for completion of the project.



6225 North 24th Street
Suite 250
Phoenix, AZ 85016o: 602/381-8580
f: 602/956-8358

August 7, 2014

Mr. V. Blaine Hatch
Vice President for Administrative Services
Northland Pioneer College
2251 E. Navajo Boulevard
Holbrook, Arizona 86025

Re: **Northland Pioneer College, Mechanical Equipment Pre-Purchase
NPC Bid Identification AS#15-2
DLR Group Project No. 30-14145-00**

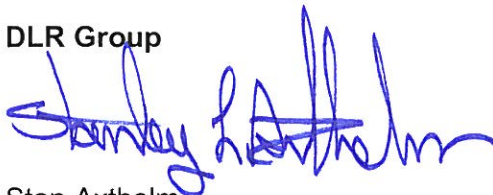
Dear Mr. Hatch:

We have reviewed the Bid submitted on August 5, 2014 for Mechanical Equipment Pre-Purchase NPC Bid Identification AS#15-2. Mechanical Products Southwest was the only bidder. Two other potential bidders were notified of the project via email and a follow up phone call but neither submitted a bid.

Mechanical Products Southwest bid of \$125,509.57 was compared to the costs from a previous project for Northland Pioneer College where mechanical equipment was also pre-purchased and found to be equitable on a per unit cost.

Mechanical Products Southwest's Bid Form and Bid Bond appear to be in order. A bid bond, non-collusion affidavit and government certification was enclosed with the Bid. Based on our review of the information available, we see no reason for the District not to award the Contract to Mechanical Products Southwest for the pre-purchase of mechanical equipment.

Sincerely,

DLR Group

Stan Axthelm
Senior Associate

cc: Mr. David Huish, NPC
Tom O'Neil, DLR Group

Review of Board Policy 1000 and Associated Procedure 2000

Summary:

Northland Pioneer College District Governing Board Policy 1030, adopted in April of 1992, requires the president to establish a procedure for the review and/or revision of the Board policies. There is no record that this procedure has been established. The president will present a proposed procedure at the September 2014 DGB meeting as a first read.

In the interim, the president is presenting NPC DGB Policy 1000, Election of Board Members, for first read/review. Associated with DGB Policy 1000 is Procedure 2000, not reviewed since May of 2005. The DGB may request the president revise Policy 1000 and Procedure 2000 as needed.



Policy 1000 Election of District Governing Board Members

Be it resolved that the Board delegates to the president of the college the authority to see that the procedures as outlined by the Navajo County Board of Supervisors are followed in the election of new Board members. (Rev 10/74)

Procedure 2000

Procedure for Election of Board Members

For the purpose of electing members to the Board, a qualified candidate must file a Nomination Paper/Affidavit of Qualifications, a candidate \$500 threshold exemption statement, and nominating petitions, conforming to the provisions set forth in A.R.S. §16-314. The five Navajo County Community College Districts are the same as the supervisory districts and encompass the precincts so delineated therein; i.e., District #1, #2, #3, #4, and #5 as attached. The minimum number of signatures needed for the nominating petition is 1/2 of 1% of the currently registered voters in that district. Such nominating petitions shall be submitted to Navajo County Election Services no later than 5 p.m., not less than 90 nor more than 120 days prior to the General Election. The names of all persons whose petitions have been duly filed in compliance with state statutes will be listed upon the General Election ballot.

District Governing Board member terms are normally 6 years in length, and the individual district election terms are staggered.

[Based on Policy #1000; Rev 5/05]

Review of Board Policy 1085 and Associated Procedures 2010, 2015, 2020, 2025, 2030, and 2035

Summary:

The president is presenting Northland Pioneer College District Governing Board Policy 1000, Powers and Duties of the District Governing Board, last revised in October of 1999, for first read/review. Associated with DGB Policy 1085 are Procedures 2010 (revised August 2004), 2015 (revised November 2004), 2020 (revised May 2005), 2025 (revised November 1994), 2030 (revised July 2013) and 2035 (revised May 2005). In reviewing Policy 1085 and associated procedures, the Board may wish to give direction to the president regarding required revisions.



Policy 1085 Powers and Duties of the District Governing Board

In order to carry out Board duties as outlined in A.R.S. D 15-1444, the Board shall elect such officers and adopt such rules governing its meetings and members, as it deems necessary. The Board will also determine duties and responsibilities of its members. (See Procedure 2035) (Rev 10/12/99 - merged with former 1095)

Procedure 2010

Appearance before the Governing Board

All persons desiring to appear before the Board will apply to the President of the college, who shall consult with the District Governing Board Chair to make the necessary arrangements for such appearance.

Citizens wishing to address the Board shall submit a written request to the Chair prior to the beginning of the meeting. The Board may allow that citizen to speak but may not take action on the matter, unless it refers to an agenda item. Remarks may be limited by the Chair.

[Based on Policy #1085; Rev 6/8/95, 8/04]

Procedure 2015

District Governing Board Meetings

In order to carry out its responsibility for adopting policies governing the institution and to keep informed about the College's activities, the Board shall officially meet at least eight (8) times each year.

District Governing Board meetings shall be held at locations designated by the Board.

[Based on Policy #1085; Rev 11/14/94]

Procedure 2020

Officers of the Board

In order to conduct the business of the Board in an orderly and effective way, the offices of president and secretary have been instituted. The president will preside as chair of all official board meetings. For informal purposes, the president will be referred to as 'Chair' to avoid confusion with the president of the college. When documents require the signature of the board chair, the title, President of the Board, will be used.

The term of these two offices shall be for a period of one year and shall be filled by a majority vote of the Board at the first meeting of each New Year. Newly elected officers will assume their duties at that meeting and may serve consecutive terms. Temporary appointments shall be made by a majority vote of the Board when vacancies occur.

[Based on Policy #1085; Rev 5/05]

Procedure 2025*Restrictions of Individual Authority*

Although the Board recognizes the special interest of a Board member in the campus located in his/her district, the legal authority is vested in the Board as a governing body and may be exercised only by formal action of the Board, with a quorum, taken in a regular or special meeting. No individual member of the Board may act on behalf of the Board unless specifically instructed by action of the Board.

[Based on Policy #1085; Rev 11/14/94]

Procedure 2030*Establishing Board Agenda*

In order to develop an agenda that systematically reflects items requiring action and attention by the Board, the college president shall follow the following steps:

Review potential agenda items submitted by the President's staff.

Accept suggested agenda items from individual Board members.

Prepare a preliminary agenda with review by the Chair of the Board as necessary.

Prepare and post the Board agenda on the college website, with support materials, approximately one week before the next meeting.

A "Public Comments" agenda item is also available for public statement.

All items submitted for Board consideration will be brought to the attention of the Chair of the Board.

[Based on Policy #1085; Rev 5/05; Rev 7/13]

Procedure 2035*Board Duties and Responsibilities*

Board duties and responsibilities include the following:

1. To attend Board meetings.
2. To provide the leadership for the development and review of the college's mission and goals.
3. To provide the leadership for the development of policies to achieve the college's mission and goals.
4. To attend Arizona Association of District Governing Board meetings as designated.
5. To be informed so that they may respond to questions from and concerns of constituents, and be prepared to participate effectively in Board meetings.
6. To support college activities by promotion and attendance.
7. To represent local campus/center and constituency concerns while retaining Board district perspective.

8. To have an understanding of the difference between policy and procedure.
9. To carry out committee assignments.

[Based on Policy #1085; Rev 5/05]

REVIEW OF HEALTH INSURANCE POOL

Summary:

Staff will provide a summary along with additional information and answer questions about the Navajo County Schools Employee Benefit Trust (NCSEBT), which is the health insurance pool the College has participated in since January 2002. NCSEBT was originally organized in 1975. NCSEBT operated as a partially self-funded health insurance plan until July 2008, when as a group it obtained health insurance benefits from the Arizona School Board Association Insurance Trust (ASBAIT). NCSEBT returned to partially self-funded status in July 2009.

The current membership of NCSEBT includes Northland Pioneer College and the following school districts: Show Low, Blue Ridge, Snowflake, Round Valley, Heber-Overgaard, Young, and NAVIT.

Participation in the NCSEBT has generally allowed health insurance costs for the college to remain relatively stable while continuing to provide competitive benefits to employees.



REVIEW OF INITIAL SALARY PLACEMENT GUIDELINES

Summary:

Staff will provide review and answer questions about the current guidelines used for initial salary placement. The guidelines have recently been updated and will now be used consistently for new hires.



NORTHLAND PIONEER COLLEGE

Initial Salary Placement Guidelines

Placement consideration for both educational training and prior work experience will be provided.

FACULTY

Educational Experience (Grade Placement)

- Two (2) grades will be given for each applicable degree beyond the minimum certification level required in the job description.
- Appropriate coursework not resulting in a degree that is beyond the required minimum certification level may qualify for a one grade adjustment.
- All degrees and additional coursework must from an accredited institution in order to qualify for additional grade placement.

Work Experience (Step Placement)

- One step will be given for each year of college teaching directly related to the initial teaching assignment. Part time instructor experience will be evaluated on a per credit hour basis with thirty (30) credit-hours equaling one step placement.
- One step will be given for each two years of college teaching in an area other than the initial teaching assignment.
- One step will be given for each two years of applicable work experience other than teaching that is directly related to the initial assignment.
- One step will be given for each three years of high school teaching where the material and credit are directly related.

Maximum Placement

- Educational experience placement will not be limited.
- A maximum of seven (7) steps will be the given for work experience.

Adjustments for Premium Certifications, Market Conditions, and other Factors

- A percentage adjustment may be applied to positions deemed to require premium certification.
- A percentage adjustment may be applied to positions deemed to require competitive market-based increases.
- Grade and step placement on the salary schedule must be determined prior to application of premium and/or market adjustments.
- Additional grade or step adjustments for educational or work experience may be granted when deemed appropriate. .
- All premium certification, market condition, and other adjustments in this section require the explicit approval of the College President.

NON-EXEMPT STAFF

Educational Experience (Grade Placement)

- Two (2)-grades will be given for each applicable degree beyond the minimum certification level required in the job description.
- Appropriate coursework not resulting in a degree that is beyond the required minimum certification level may qualify for a one grade adjustment.
- All degrees and additional coursework must from an accredited institution in order to qualify for additional grade placement.

Work Experience (Step Placement)

- One step will be given for each year of directly related work experience.
- Work experience that is partly related to the job will be evaluated and steps may be granted when deemed appropriate.

Maximum Credit

- A maximum of three (3) grades will be given for educational experience.
- A maximum of six (6) steps will be the given for work experience.

EXEMPT STAFF

Educational Experience

- The base salary will be increased by 3.6 percent (the equivalent of two grades on the faculty schedule) will be given for each applicable degree beyond the minimum certification level required in the job description.
- Appropriate coursework not resulting in a degree that is beyond the required minimum certification level may qualify for a 1.8 percent adjustment.
- All degrees and additional coursework must from an accredited institution in order to qualify for the salary increase.

Work Experience

- The base salary will be increased by 1.5 percent (the equivalent of one step on the faculty schedule) for each year of directly related experience.

Maximum Placement

- A maximum increase to the base salary of 10.8 percent will be given for educational experience.
- A maximum increase to the base salary 10.5 percent will be the given for work experience.

Adjustments for Premium Certifications, Market Conditions, and other Factors

- A percentage adjustment may be applied to positions deemed to require premium certification.
- A percentage adjustment may be applied to positions deemed to require competitive market-based increases.
- Additional adjustments for educational or work experience may be granted when deemed appropriate.
- All premium certification, market condition, and other adjustments in this section require the explicit approval of the College President.

Human Resources UPDATE
DGB-August 19, 2014

FILLED

1. **Faculty in Business** – James (Terry) Green started August 11. Terry received his Bachelor of Science, his Juris Doctor and an M.B.A. from Arizona State University. He received his Master of Education from Northern Arizona University.
2. **Support Center Operator** – Victor Love started July 1. He received his Associate of Arts degree from Northland Pioneer College.
3. **Lead Tech for Technical Services** – Edward Gentry transitioned from Systems Technician on July 2.
4. **Academic Advisor-WMC** – Karen Hall transitioned from Assistant to the Campus Manager – WMC on August 12.
5. **Student Accounts Coordinator** – Keila Derrick transitioned from Grant Coordinator on July 16.
6. **Maintenance Supervisor** – Justin White starts August 18. He received his Associate of Applied Science from Arapahoe Community College.
7. **ABE Special Sites Coordinator – Distance Learning** – Kathleen Bentley started August 1. She received her Associate of Arts from Mesa Community College and her Bachelor of Science from Northern Arizona University
8. **Assistant to the Campus Manager** – 20 hours – Jessica Kitchens started August 11. She received her Certificate of Proficiency form Northland Pioneer College.

OPEN

9. **Systems Technician** – Closes August 17, 2014. 5 applicants.
10. **Wireless Network Engineer** – Closes August 15, 2014. 4 applicants.
11. **Grant Accountant** – Closed August 8, 2014. 4 applicants
12. **Financial Aid Specialist** – Closed July 18, 2014. 25 applicants.

INTERNAL POSTINGS

13. **Assistant to the Campus Manager** - Closes August 15, 2014.
14. **Campus Monitor** – Closes August 14, 2014. 1 applicant.