### **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 March 15, 2011, beginning at 11:00 a.m. Further notice is given that the Board will hold a Study Session open to the public beginning at 9:00 a.m. All sessions will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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 Russell Dickerson 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, <u>Russell Dickerson</u>, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the <u>14th</u> day of March at <u>9:00</u> a.m.

Russell Dickerson, Recording Secretary to the Board

<u>Notice</u> Distribution

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



Northland Pioneer College

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### **Governing Board Study Session Agenda<sup>1</sup>**

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

Date: March 15, 2011

**Description** 

Item

### Resource

**Time:** 9:00 a.m.

| 1.  | Assignment of New HLC Liaison to NPC (T3) (Informational)                  | President Swarthout  |
|-----|--|----------------------|
| 2.  | Request to Approve Resolution (T4) (Action)                                | President Swarthout  |
| 3.  | Employee Related Expenses (T5) (Informational)                             | Vice President Hatch |
| 4.  | Restoration of Wage and Salary Schedule (T6) (First Read)                  | Vice President Hatch |
| 5.  | Preliminary Budget Analysis (Informational) (T7)                           | Vice President Hatch |
| 6.  | Request to Approve Adjustment to FY 2009-10 Adopted Budget (T8) - (Action) | Vice President Hatch |
| 7.  | Request to Approve 2011-2012 Tuition and General Fees (T9) (Action)        | Vice President Hatch |
| 8.  | Request to Approve 2011-2012 Course Fees (T10) (Action)                    | Vice President Hatch |
| 9.  | Request to Approve Internet Service Contracts (T11) (Action)               | Director Bishop      |
| 10. | Request to Approve Program Modification (T12) (Action)                     | Vice President Vest  |

<sup>1</sup> The District Governing Board may consider any item on this agenda in any order and at any time during the meeting.



### **Governing Board Meeting Agenda<sup>1</sup>**

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

Date: March 15, 2011

Time: 11:00 a.m.

| Item      | Description   | Resource                            |
|-----------|---|-------------------------------------|
| <u>1.</u> | Call to Order and Pledge of Allegiance                                      | <u>Resource</u><br>Chairman Jeffers |
| 2.        | Adoption of the Agenda (T1) (Action)  | Chairman Jeffers                    |
| 2.<br>3.  | Call for Public Comment   | Chairman Jeffers                    |
| 3.<br>4.  | Reports   | Chairman Jeners                     |
| ч.        | A. Financial Position (T13)   | Vice President Hatch                |
|           | B. NPC CASO   | Ina Sommers                         |
|           | C. NPC Faculty Association  | Brian Burson                        |
|           | D. NPC Student Government Association                                       | Jake Hinton                         |
|           | E. NPC Foundation   | Lance Chugg                         |
| 5.        | Consent Agenda (Action)   | Chairman Jeffers                    |
| 5.        | A. February 15, 2011 Study Session Minutes (T2)                             | Chairman Schers                     |
|           | B. February 15, 2011 Regular Board Meeting Minutes (T2)                     |                                     |
|           | C. 2010-11 Dual Enrollment Intergovernmental Agreement Between Navajo       |                                     |
|           | County Community College District and Round Valley Unified School District  |                                     |
|           | No. 10  |                                     |
| 6.        | Old Business  |                                     |
|           | A. None   |                                     |
| 7.        | New Business  |                                     |
|           | A. Request to Approve Resolution (T4) (Action)                              | President Swarthout                 |
|           | B. Request to Approve Adjustment to FY 2009-10 Adopted Budget (T8) (Action) | Vice President Hatch                |
|           | C. Request to Approve 2011-2012 Tuition and General Fees (T9) (Action)      | Vice President Hatch                |
|           | D. Request to Approve 2011-2012 Course Fees (T10) (Action)                  | Vice President Hatch                |
|           | E. Request to Approve Internet Service Contracts (T11) (Action)             | Director Bishop                     |
| 8.        | Standing Business   |                                     |
|           | A. Curriculum: Request to Approve Program Modification (T12) (Action)       | Vice President Vest                 |
|           | B. Strategic Planning and Accreditation Steering Committee Report           | Director Bishop                     |
|           | C. Human Resources Update (T14)   | Peggy Belknap                       |
|           | D. Invitation of Board Members to Spring Commencement Ceremony              | Hallie Lucas                        |
|           | E. College Service Award for A.T. Sinquah                                   | President Swarthout                 |
| 9.        | President's Report  | President Swarthout                 |
| 10.       | Board Report/Summary of Current Events                                      | <b>Board Members</b>                |
| 11.       | Announcement of Next Regular Meeting April 19, 2011                         | Chairman Jeffers                    |
| 12.       | Adjournment (Action)  | Chairman Jeffers                    |
|           |   |                                     |

<sup>&</sup>lt;sup>1</sup> 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.





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### Navajo County Community College District Governing Board Study Session Minutes

February 15, 2011 2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Members Present: Bill Jeffers, Ginny Handorf, E.L. Parsons and Daniel Peaches.

**Staff Present:** President, Jeanne Swarthout; Vice President, Blaine Hatch; Vice President, Mark Vest; Director, Eric Bishop; Recording Secretary to the Board, Russell Dickerson.

### **Reports:**

- 1. Study Session Agenda Item 1.: Community College Strategic Plan (First Read) President Swarthout Dr. Swarthout presented the Community College Strategic Plan as a first read to Board members and explained that the Board will eventually be asked to review and approve the final document as many aspects of the document will be incorporated into the NPC Strategic Plan. Dr. Swarthout explained that the document is a result of hard work by the Arizona Community College Presidents' Council (ACCPC) and added that the plan will allow the community colleges to respond as a system to data and planning information requests, as well as various educational initiatives. Dr. Swarthout reported that many aspects of the plan will be incorporated into the next round of NPC Strategic Plan revisions, in particular, the indicators used to measure College performance. Dr. Swarthout reported that ACCPC members will meet next week and will continue work on the document which will likely involve a scaling back of performance levels and broader expectations that will be impossible to achieve due to the proposed budget cuts to community colleges. Dr. Swarthout added that she expects ACCPC members to retain the three main goals and associated metrics in the document. Responding to a Board question, Dr. Swarthout explained that the document presented is not a final version as ACCPC must continue to revise the strategic plan in light of proposed budget cuts. Dr. Swarthout explained that the Governor's budget proposal has substantial traction within the legislature and efforts are underway to address the inequity of budget cuts to community colleges, versus those cuts proposed for the three state universities.
- 2. Study Session Agenda Item 2.: 2011-2012 Tuition and Fees Schedule (First Read) Vice President Hatch Mr. Hatch presented the proposed 2011-2012 tuition and fee schedules to the Board as a first read with formal action to be requested in March. Mr. Hatch reported that staff have examined tuition and fee schedules and are recommending that the Board consider a \$4 per credit hour tuition increase for a per credit hour tuition cost of \$60 for in-state and Apache County students. Mr. Hatch pointed out that since the 2006-2007 academic year, the College has instituted annual \$4 per credit hour tuition increases and added that staff does not feel that a tuition increase greater than \$4 would be beneficial to NPC students or the tuition revenue stream. Mr. Hatch noted that a similar percentage increase is proposed for out-of-state tuition rates and added that the intent of the full-time out-of-state tuition rate is to cover all educational costs without use of state aid or placing a burden upon county property taxpayers. Mr. Hatch reported that staff is not recommending any changes to the senior citizen tuition rate or the timeline for tuition refunds. Responding to a question from Chairman Jeffers, Mr. Hatch reported that NPC does not attract many full-time out-of-state students.

Responding to a Board question, Mr. Vest reported that enrollment for fall semester was down 10.5% and enrollment figures for spring semester are not yet finalized due to ongoing dual enrollment registration and enrollment in courses with late start dates. Mr. Vest estimated spring enrollment to be down by approximately 6% to 6.5% and noted that the college is offering 10% fewer sections this year. Responding to a question from Mr. Parsons, Mr. Hatch confirmed that virtually all of the \$200,000 in tuition revenue generated by the proposed tuition rate increase would come from Navajo and Apache County students. Mr. Parsons stated that he does not support a tuition increase, especially during an enrollment decline, and expressed concern that staff is proposing a tuition increase before state funding levels are known. In response, Mr. Hatch explained that tuition rates must be finalized in March so that the Financial Aid office can move forward. Mr. Hatch reported that for the first five months of the fiscal year, tuition revenues were down 19%, or approximately \$300,000 from last year. Mr. Hatch added that during the period from November through January, the college saw an increase in tuition revenue of 9% over last

Navajo Community College District Governing Board Study Session - 02/15/11 - Page 1 of 4



year, or approximately \$200,000. Mr. Hatch reported that he expects total tuition revenue for the year to be down by approximately \$400,000. Mr. Hatch provided a historical review of NPC tuition levels and provided comparative information for the other nine community college districts, with most districts considering tuition increases in the 6% to 7% range for 2011-2012. Mr. Hatch reported that the proposed \$4 per credit hour tuition increase is in line with increases in other districts and that NPC would still remain in the same relative position among other districts with regard to annual tuition and fee levels.

Board members requested that staff provide comparative information on other Arizona community colleges including services offered and enrollment trends. Mr. Hatch reported that NPC is the only Arizona community college currently experiencing an enrollment decline and explained that historically, NPC has experienced enrollment growth and decline before other community college districts. Responding to a question from Chairman Jeffers, Dr. Swarthout explained that the inability of students to enroll in required courses reflects the decreased number of sections offered at NPC and follows the trend of decreased offerings nationally by community colleges. Dr. Swarthout stated that due to a sense of urgency on part of the legislature, the Governor's budget proposal could be affirmed by the March Board meeting allowing staff to have a better idea of state funding levels as well as other bills that will affect community colleges in the upcoming year. Dr. Swarthout pointed out that some Arizona community college districts have reacted strongly to the Governor's budget proposal by eliminating academic and sports programs and administrative staff positions.

Responding to a Board question regarding enrollment trends, Mr. Vest explained that NPC has seen an increase in students ages 18 to 22 years old as well as a decrease in students ages 50 and over who may have opted out of personal enrichment courses due to current economic conditions. Mr. Vest explained that despite economic problems, full time student enrollment has remained steady and noted that the financial aid office is distributing more student aid despite lower overall enrollment. Mr. Vest reported that the current enrollment decline is mostly self-created and is the result of budget driven decisions made to move community education courses from credit to noncredit, reduce the number of sections offered by 10%, reduce faculty overload and adjunct faculty funding pools and freeze faculty and staff lines. Mr. Vest explained that classes are full despite an increase in the minimum number of students needed to run a course, enrollment in audio and video classes are higher, and suggested that institutional decisions based upon estimates of community college funding, not tuition increases, are the primary cause of NPC's overall enrollment decline.

Mr. Hatch explained that the Governor's budget proposal did, for the first time, include estimates of tuition, fee and anticipated property tax revenues which were used to calculate a 6% funding decrease for Arizona community colleges. Mr. Hatch reported that the Governor's budget proposal estimates NPC's tuition and fee revenue to be \$4.75 million and noted that staff calculations of tuition and fee revenue total about \$4.35 million, or about \$400,000 less than the Governor's estimate. Mr. Hatch added that the \$400,000 tuition and fee shortfall was calculated assuming approval of the proposed \$4 tuition increase. Addressing course fees, Mr. Hatch reminded Board members that only one-third of the approximately 1,300 courses in the college catalog have associated fees and added that the proposed course fee schedule is the result of a course by course review by division deans and department chairs. Mr. Hatch briefly reviewed course fees proposed by the three academic divisions. Addressing Board member questions regarding significantly higher proposed course fees, primarily in CTE courses, Mr. Hatch explained that the increased course fees are a reflection of the higher cost of class supplies including consumables, equipment and software.

Addressing property tax revenues, Mr. Hatch explained that the Governor's budget proposal estimated county property tax revenues to total about \$12.5 million whereas the college has received calculations indicating the maximum allowable tax levy total is \$12.7 million. Mr. Hatch noted that the additional \$200,000 in property tax revenue would essentially reduce the estimated \$400,000 tuition and fee shortfall by half. Mr. Hatch explained that due to lower valuation, the property tax rate will have to be increased from \$1.13 to \$1.24 in order to generate the maximum 2% levy increase. Responding to a question from Chairman Jeffers, Mr. Hatch confirmed that lower valuation requires the rate to increase in order to generate the maximum allowable levy amount and explained that over the last few years, the total tax levy amount has decreased, again, due to lower county property valuation. Ms. Handorf commented that board members from other community college districts have agonized over increasing property taxes but have, in the face of declining funding, elected to approve steady increases in property tax so as

Navajo Community College District Governing Board Study Session - 02/15/11 - Page 2 of 4



not to create a burden on future governing boards. Mr. Hatch explained that should the Governor's budget be approved, the college will become increasingly dependent upon state equalization funding. Mr. Hatch cautioned Board members that a failure to approve the maximum allowable increase in property taxes, particularly in the current funding environment, will serve to bring the necessity of equalization funding into question. Chairman Jeffers clarified that a 10% increase in the property tax rate does not equate to a 10% increase in property taxes as the district is limited to a 2% increase in the total tax levy amount.

- 3. Study Session Agenda Item 3.: Update on Revision to Procedure 2720 (Informational) Vice President Hatch Mr. Hatch provided an update on the revision to Procedure 2720 as discussed at the last Board meeting and provided information on contract language implemented by other community college districts. Mr. Hatch explained that 3 of 8 districts surveyed indicated that reductions in force occur at the end of the contract; 3 of 8 districts surveyed indicated that reductions of a reduction in force; one district has no notification provision in contract language; and one district provides a one-year notification period for faculty and a end of contract provision for non-faculty. Mr. Parsons commented that the 90 day notification provision would lock the college into a definite timeframe and hamper flexibility that may be required in a true financial emergency. Mr. Parsons suggested the notification timeframe be changed to a range of up to 90 days which would allow the Board to decide, based upon the financial emergency, the timeframe for reductions in force. Mr. Parsons requested that staff explore notification language options as discussed.
- 4. Agenda Item 7.A.: Request to Approve Procedure 2755 External Investigators President Swarthout Dr. Swarthout presented the request to approve a list of external investigators as required by procedure 2755. Dr. Swarthout explained that procedure requires the Board to annually approve individuals who will randomly serve as hearing officers as outlined by procedure. Dr. Swarthout explained that the use of external investigators removes the possibility of prejudice by shifting the process outside of the college. Dr. Swarthout noted that the list of external investigators has been vetted by College legal counsel. Responding to a question from Mr. Peaches, Dr. Swarthout explained that selection of the external investigator would be the responsibility of the Human Resources Director who would go through the list and identify an investigator based upon availability.
- 5. Agenda Item 7.B.: Request to Accept the 2009-2010 Single Audit Reporting Package Vice President Hatch Mr. Hatch presented the request to accept the 2009-2010 single audit reporting package and explained that the audit report is an unqualified opinion with no findings. Mr. Hatch added that the auditor found no weaknesses or instances of noncompliance, nor any deficiencies in internal controls. Mr. Hatch reported that the audit was submitted well ahead of the March deadline despite not having a controller during the audit cycle. Mr. Hatch applauded the efforts of the Business Office staff and Financial Services Director, Maderia Ellison. Mr. Hatch reviewed the Management Discussion and Analysis section of the audit. Mr. Hatch reported that revenues and expenditures for 2010 were down 3% and 9%, respectively, and resulted in a 2010 increase in net assets of 14%. Mr. Hatch commended the efforts of the entire college to reduce expenses. Responding to comments from Mr. Parsons regarding poor investment returns, Mr. Hatch acknowledged that current economic conditions have resulted in low returns and added that he is currently comfortable with the conservative approaches of investment pools currently in use. Mr. Hatch reported that there has been a shift away from the state investment pool due to a general lack of confidence that the state will not sweep funds. Dr. Swarthout noted that a Board investment policy would have to be in place should the college seek out a private firm to actively manage investments.
- 6. Agenda Item 7.C.: Request to Approve Membership in the Apache/Navajo Counties Regional Sustainability Consortium President Swarthout

Dr. Swarthout presented the staff recommendation for approval of membership in the Apache/Navajo Counties Regional Sustainability Consortium. Dr. Swarthout explained that the consortium is funded by a Housing and Urban Development grant to perform regional planning for the two counties, including the reservation. Responding to a question from Chairman Jeffers, Dr. Swarthout reported that the college will incur no expenses and Apache County will be responsible for fiscal reporting and timelines.

Agenda Item 7.D.: Request to Approve Title III Evaluation Contract – Director Bishop
Mr. Bishop presented the request to approve a contract with GeoDriven Consulting, LLC in the amount of \$125,000
for external evaluation of the Title III Eagle Project that was awarded to the college in the fall of 2010. Mr. Bishop

Navajo Community College District Governing Board Study Session - 02/15/11 - Page 3 of 4



explained that the contract term is for 5 years with annual biannual payments totaling \$25,000 per year and added that the contract has been reviewed by college legal counsel. Chairman Jeffers questioned whether the contract language, as presented, allows the college to terminate the contract if not satisfied with the quality of evaluation work performed. Following discussion of contract wording, Dr. Swarthout stated that the contract will be taken back to the college attorney for a clear determination of the rights afforded the college in the contract with regard to termination of services.

### 8. Agenda Item 7.E.: Request to Approve 2011-2012 Academic Calendar – Vice President Vest

Mr. Vest presented the staff recommendation to approve the 2011-2012 academic calendar. Mr. Vest explained the calendar has been reviewed by faculty, the Faculty Association, Instructional Council, staff and administration. Mr. Vest briefly reviewed start and end dates for fall, spring and summer semesters, as well as the date for spring commencement.

### 9. Agenda Item 8.A.: Request to Approve Program Deletions and Modifications – Vice President Vest

Mr. Vest presented the request to approve the deletion of the Electronics Technology (ELC), Library Media Technology (LMT) and Industrial Technology (ITP) programs. Mr. Vest explained that the ELC and LMT programs deletions are a result of little or no enrollment, a lack of faculty members and little or no demand from local industry. Mr. Vest explained that the ITP program deletion is a result of advisory board recommendations to consolidate the ITP and Industrial Maintenance and Operations (IMO) programs into a single program with several specialization options. Mr. Vest presented the request to approve the complete revision of the IMO program, as related to the deletion of ITP. Mr. Vest reported that Instructional Council also approved a minor modification to the Associate of Science degree in which Physics is removed from the Physical and Biological Science list of core courses but retained in the Science/Math Option category.

### Study session ended at 10:49 a.m.

Respectfully submitted,

Russell Dickerson Recording Secretary to the Board

> Bill Jeffers Chairman

Ginny Handorf Secretary to the Board

Navajo Community College District Governing Board Study Session - 02/15/11 - Page 4 of 4



Northland Pioneer College

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### Navajo County Community College District Governing Board Meeting Minutes

February 15, 2011 – 11:00 a.m. 2251 East Navajo Boulevard, Holbrook, Arizona, 86025

**Governing Board Member Present:** Bill Jeffers, Ginny Handorf, Louella Nahsonhoya, E.L. Parsons and Daniel Peaches.

**Staff Present:** President, Jeanne Swarthout; Vice President, Blaine Hatch; Vice President, Mark Vest; Information Services Director, Eric Bishop; Recording Secretary to the Board, Russell Dickerson.

**Others Present:** Everett Robinson, Ann Hess, Linda Kor, Ina Sommers, Rickey Jackson, Maderia Ellison, Karalea Cox, Peggy Belknap, Gary Mack, Don Fisher and Linda Morrow.

### Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 11:05 a.m. Mr. Peaches led the Pledge of Allegiance.

### Agenda Item 2: Adoption of Agenda

Mr. Peaches moved to adopt the agenda with the provision that the Board reserve the option to address Agenda item 6.A., Oath of Office and Seating of District 2 Board Member as determined by availability of the Navajo County School Superintendent, Linda Morrow. Ms. Handorf 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

Mr. Hatch presented the financial position report through the end December 2010 and noted that half of the fiscal period has expired. Mr. Hatch reported that property tax receipts are at expected levels for this time of the year and stated that he does not anticipate significant property tax collections until April or May of 2011. Mr. Hatch reported that general fund revenues are in line with expectations, currently at 58%. Mr. Hatch notified the Board that a new budget line has been created in an effort to more effectively track out of county reimbursements. Mr. Hatch reported that general fund expenditures are at 37% with half the fiscal period expired; unrestricted plant fund revenues, comprised of transfers from the general fund, are at 50%, expenditures at only 9%; restricted fund revenues are lagging behind expenditures by about \$1.2 million due primarily to the outlay of student financial aid; and auxiliary fund revenues and expenditures are relatively close to being balanced and staff continues to study the effects of changes to non-credit courses and bookstore operations upon the fund. Mr. Hatch reported that net cash for all activities totals just over \$6 million. Responding to a Board question, Mr. Hatch confirmed that the new out of county budget line currently only tracks reimbursements from Apache County.

### 4.B. – NPC CASO – Ina Sommers

Ina Sommers, CASO President, welcomed Louella Nahsonhoya back to NPC in her new role as a District Governing Board member. Ms. Sommers reported that CASO will continue to offer textbook and course fee reimbursement scholarships of up to \$300 to classified staff members. Ms. Sommers noted that the application process has been simplified in order to promote a greater number of applicants.

Navajo Community College District Governing Board Meeting - 02/15/11 - Page 1 of 5



### 4.C. – NPC Faculty Association – Gary Mack

Gary Mack, NPC Faculty Association President, introduced NPC Fire Science Coordinator Don Fisher who gave a brief presentation highlighting the uses of existing technology to train fire fighters. Mr. Fisher reported that the combined use of a presentation application and Internet footage of real incidences can be an effective training tool for adult learners. Mr. Fisher briefly demonstrated a software application that allows digital photographs of real structures to be uploaded and set on fire, virtually. Mr. Fisher expects that the use of technology will enable the college to offer educational opportunities throughout the college service area. Mr. Mack reported that the Faculty Association has approved 4 student scholarships for next year. Mr. Mack reported that house bill 2565 is generating a lot of discussion among faculty members.

### **4.D.** – NPC Student Government Association – Jake Hinton

Mr. Hinton reported that the SGA Basketball Tournament was hugely successful with 13 teams participating. Mr. Hinton noted that the event went smoothly and teams demonstrated good sportsmanship. Mr. Hinton reported that teams from Whiteriver took first and second places and a team from Winslow placed third. Mr. Hinton reported that auditions for the Third Annual NPC Talent Show will take place on February 18, 19, 25 and 26, from 12:00 to 4:00 p.m. at both the Little Colorado and Silver Creek Campuses. Mr. Hinton reported that SGA will hold special elections to fill senator positions at the White Mountain and Painted Desert Campuses and the Kayenta Center.

**4.E.** – *NPC Foundation* –Lance Chugg No report.

### **Agenda Item 6: Old Business**

6.A. - Oath of Office and Seating of District 2 Board Member - Navajo County School Superintendent Linda Morrow, Navajo County School Superintendent announced that she has appointed Louella Nahsonhoya to be the District 2 representative on the Navajo County Community College District Governing Board to serve until the next general election. Ms. Morrow administered the Oath of Office and Ms. Nahsonhoya took her seat as NPC's newest Board member. Ms. Morrow reported that she received several recommendations for the vacant Board position and explained that what separated Ms. Nahsonhoya from the other candidates is a passion for helping students succeed.

### **Agenda Item 5: Consent Agenda**

Ms. Handorf noted that the January 18, 2010 District Governing Board Minutes should be should be amended to include Silver Creek Campus as a location for SGA Talent Show auditions as reported during the Student Government Association report. Mr. Peaches moved to approve the consent agenda including the January 18, 2011 minutes, as amended. Ms. Handorf seconded the motion. The vote was unanimous in the affirmative

### **Consent Agenda (Action):**

- A. January 18, 2011 Study Session Minutes
- B. January 18, 2011 Regular Board Meeting Minutes
- C. January 20, 2011 Teleconference Meeting Minutes
- D. 2009-2010 Dual Enrollment Intergovernmental Agreement Between the Navajo County Community College District and Hopi Junior/Senior High School, Inc.
- E. 2010-2011 Dual Enrollment Intergovernmental Agreement Between the Navajo County Community College District and Chinle Unified School District No. 24 and Window Rock Unified School District No. 8

Navajo Community College District Governing Board Meeting - 02/15/11 - Page 2 of 5



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### Agenda Item 7: New Business

### 7.A. - Request to Approve Procedure 2755 External Investigators - President Swarthout

Dr. Swarthout presented the request to approve a list of external investigators as required by college procedure 2755, as discussed in study session. Dr. Swarthout informed Board members that procedure 2755 requires annual approval of external investigators by the Board. Responding to a Board question, Dr. Swarthout reported that external investigators are used by the college perhaps as many as two times per year. Ms. Handorf moved to approve the list of procedure 2755 external investigators as presented. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative*.

### 7.B. - Request to Accept the 2009-2010 Single Audit Reporting Package - Vice President Hatch

Mr. Hatch presented the staff recommendation to accept the 2009-2010 single audit reporting package as discussed in study session. Mr. Hatch reported that the report is an unqualified opinion with no findings. Mr. Hatch reported that the audit was completed early and he commended the efforts of the Business Office staff and Maderia Ellison, Financial Services Director. Mr. Parsons moved to accept the 2009-2010 Single Audit Reporting Package as presented. Ms. Nahsonhoya seconded the motion. *The vote was unanimous in the affirmative*.

### 7.C. – Request to Approve Membership in the Apache/Navajo Counties Regional Sustainability Consortium – President Swarthout

Dr. Swarthout presented the staff recommendation for approval of membership in the regional consortium as discussed in study session. Dr. Swarthout explained that the consortium is funded by a Housing and Urban Development grant for sustainable planning in Navajo and Apache counties, including reservation communities. Dr. Swarthout added that the NPC Apache County Coordinator is to serve on the EDAC board. Mr. Parsons moved to approve membership in the Apache/Navajo Counties Regional Sustainability Consortium with the NPC Apache County Coordinator to serve on the board of EDAC. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative*.

### 7.D. – Request to Approve Title III Evaluation Contract – Director Bishop

Mr. Bishop presented the staff request for approval of a \$125,000, five year contract with GeoDriven, LLC to provide external evaluation services for Project EAGLE as discussed in study session. Referencing study session questions regarding contract termination language, Dr. Swarthout recommended that the Board grant her permission to sign the contract following clarification of contract language by the college attorney. Ms. Handorf moved to approve the contract as presented and to authorize Dr. Swarthout to sign the contract following attorney consultation and resolution of issues identified by the Board. Ms. Nahsonhoya seconded the motion. *The vote was unanimous in the affirmative*.

### 7.E. – Request to Approve the 2011-2012 Academic Calendar – Vice President Vest

Mr. Vest presented the staff request to approve the 2011-2012 academic calendar as reviewed and discussed in study session. Mr. Vest noted that the January 16, 2012 Martin Luther King holiday was omitted and should be included in the academic calendar. Ms. Nahsonhoya moved to approve the 2011-2012 academic calendar including the addition of the January 16, 2012 Martin Luther King holiday. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative*.

### **Agenda Item 8: Standing Business**

### 8.A. – Request to Approve Program Deletions and Modifications – Vice President Vest

Mr. Vest presented the request to approve the deletion of the Electronics Technology, Library Media Technician and Industrial Technology programs as well as the modification of the Industrial Maintenance and Operations Program, as well as the Associate of Science degree, as discussed in study session. Mr. Peaches moved to

Navajo Community College District Governing Board Meeting - 02/15/11 - Page 3 of 5



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approve the program deletions and modifications as presented. Mr. Parsons seconded the motion. *The vote was unanimous in the affirmative*.

**8.B.** – Strategic Planning and Accreditation Steering Committee (SPASC) Update – Director Bishop Mr. Bishop, SPASC Co-Chair, reported that SPASC met on February 4, 2011 and work to revise the NPC strategic plan is underway. Mr. Bishop added that SPASC will examine the ACCPC Community College Strategic Plan document and identify elements that will be incorporated into the college's plan. Mr. Bishop reported that a discussion forum has been created on MyNPC to collect college feedback and ideas on strategic plan pillars. Mr. Bishop reported that a large, strong team will travel to Chicago, Illinois in April for the Higher Learning Commission Annual Conference.

### 8.C. – Human Resources Update – Peggy Belknap

Peggy Belknap presented the Human Resources update for February and provided updated numbers of applicants for currently open positions.

### Agenda Item 9: President's Report – President Swarthout

Dr. Swarthout did not have a report and turned the floor over to Matt Weber, NAVIT Superintendent who expressed appreciation for the partnership between the college and NAVIT.

### Agenda Item 10: Board Report/Summary of Current Events

- Mr. Peaches and Ms. Nahsonhoya both attended the Indian Legislative Day on January 18, 2011.
- Ms. Handorf reported that upcoming Barbershop and Jazz events will take place the week of March 15, 2011.
- Chairman Jeffers reported that the NPC Rodeo Team will hold its annual auction on Saturday, February 19, 2011.

Agenda Item 11: Announcement of Next Regular Meeting: Tuesday, March 15, 2011.

### Agenda Item 12: Adjournment

The meeting was adjourned upon a motion by Mr. Parsons, a second by Mr. Peaches and a unanimous affirmative vote.

Navajo Community College District Governing Board Meeting - 02/15/11 - Page 4 of 5



Respectfully submitted,

Russell Dickerson Recording Secretary to the Board

> Bill Jeffers Chairman

Ginny Handorf Secretary to the Board

Navajo Community College District Governing Board Meeting - 02/15/11 - Page 5 of 5



Study Session Agenda Item #1. March 15, 2011 (Informational)

### Assignment of New Higher Learning Commission Liaison to NPC

### **Summary:**

The Higher Learning Commission, at the request of the institution, has assigned NPC a new liaison to the Commission. The new liaison is Vice President for Accreditation Relations Eric Martin from HLC, replacing Dr. Mary Breslin. Staff members attending the Higher Learning Commission Annual Meeting in mid-April will have an opportunity to meet our new liaison and begin to build a strong working partnership.

It should also be noted that the Higher Learning Commission has just issued the Alpha Version of proposed revisions to the Criteria for Accreditation for review. Some of the five criteria have only minor modifications; however, two are either major revisions or are completely new (Criterion 5). The NPC team attending the Annual Conference will be attending many sessions on the proposed revisions, as these potential changes will affect the institution as we begin to prepare for the Open Pathway accreditation process.



### **Request to Approve Resolution**

### **Recommendation:**

The staff recommends the District Governing Board of Northland Pioneer College approve the *Resolution in Support of <u>Arizona Community Colleges: Long-Term Strategic</u> <u>Vision</u>.* 

### Summary:

Over the past six months, the Arizona Community College Presidents Council (ACCPC) has worked diligently on drafting a long-term strategic plan for the entire 10 community college districts in Arizona. The *Arizona Community Colleges: Long-Term Strategic Vision* has now been adopted, in final form, by the Arizona Community College Presidents Council. The Strategic Vision document also contains an Executive Summary. ACCPC has prepared a *Resolution of Support* that the presidents and chancellors are asking each district's Governing Board to approve and sign to indicate full district support for the plan, though implementation of the particulars will reside with college staff. The Governor's Office has requested a formal statement from ACCPC that the document has been adopted; the formal notification to the Governor's Office will not take place until at least nine of the ten district governing boards have passed the resolution.

Northland Pioneer College continues to plan to incorporate, to the degree possible, the strategic vision into its Strategic Plan, as there are shared goals and strategies. The community college districts' staff has worked hard to select data points that measure our success in moving our goals forward. Further, staff has aligned, across the state, shared definitions for these metric data points, ensuring consistent performance metrics. These performance metrics respond to external stakeholder needs for information regarding the state of community college quality and performance as well as allow the community colleges to line up data points with the universities and the number of initiatives on higher education within Arizona.





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### RESOLUTION BY THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD IN SUPPORT OF "ARIZONA COMMUNITY COLLEGES: LONG-TERM STRATEGIC VISION"

WHEREAS, the Navajo County Community College District Governing Board (DGB) recognizes the need for a statewide, long-term strategic vision;

WHEREAS, the Navajo County Community College DGB supports the three critical goals of Broad Access to Education and Training, Improved Retention, and Greater Completion and Transfer; and

WHEREAS, the Navajo County Community College DGB recognizes the importance of common core metrics and key indicators of progress toward the three critical goals;

### NOW THEREFORE BE IT RESOLVED, BY THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD:

Section 1. That the Navajo County Community College DGB commits to integrating the long-term strategic vision into its own strategic plan and planning process;

Section 2. That the Navajo County Community College DGB commits to incorporating the long-term strategic vision, goals, and metrics into collaborative efforts with education, business, and community partners; and

Section 3: That the Navajo County Community College DGB commits to collecting and sharing data on the core metrics and key indicators of progress on an ongoing basis.

### Navajo County Community College District Governing Board

William Jeffers, Chair

Ginny Handorf, Secretary

Daniel Peaches

Louella Nahsonhoya

E.L. Parsons

### STRATEGIC VISION **ARIZONA COMMUNITY \_ONG-TERN**













their Arizona's community colleges, through a collaborative effort with education, business, and community partners, will significantly postsecondary education and training goals, complete a degree or achieve the number of Arizonans who certificate, and/or transfer to a university. increase



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| EXECUTIVE SUMMARY  | ≣                                 |
|--|-----------------------------------|
| INTRODUCTION TO THE STRATEGIC PLAN<br>Mission / Importance of Vision<br>Vision for the Future<br>External Forces will Affect this Plan                                   | 0 0 0 <b>0</b>                    |
| GOALS AND METRICS OF THE PLAN  | ~                                 |
| <b>GOAL ONE: BROAD ACCESS TO EDUCATION AND TRAINING</b><br>Goal One: Background<br>Key Indicators of Progress<br>Achieving our Access Goal<br>Strategies for Excellence  | <b>a</b> 0 7 7 7 0 <b>a</b>       |
| <b>GOAL TWO: IMPROVED RETENTION</b><br>Goal Two: Background<br>Key Indicators of Progress<br>Achieving our Retention Goal<br>Strategies for Excellence                   | <b>16</b><br>19<br>20<br>23       |
| <b>GOAL THREE: GREATER COMPLETION AND TRANSFER</b><br>Goal Three: Background<br>Key Indicators of Progress<br>Achieving our Completion Goal<br>Strategies for Excellence | <b>24</b><br>25<br>28<br>31<br>31 |

### CONTENTS

# **ARIZONA COMMUNITY COLLEGES: LONG-TERM STRATEGIC VISION**

# EXECUTIVE SUMMARY

### **OUR VISION:**

Arizona's community colleges, through a collaborative effort with education, business, and community partners, will significantly increase the number of Arizonans who achieve their postsecondary education and training goals, complete a degree or certificate, and/or transfer to a university.

# **CORE METRICS & 2010 BASELINE DATA:**

- 28% K-12 to Community College Rate (45% K-12 to all Higher Education)
  - 135,789 FTSE Enrollment in Community Colleges
    - 69% College-Level Course Success Rate\*
- 62% Developmental Course Success Rate\*
  - 20% Success After Developmental Math\*
- 37% Success After Developmental English/Reading\*
  - 49% Fall-to-Fall Retention Rate\*
- 11,435 In-State University Transfers
- 26% In-State University Transfer Rate
- 30,520 Degrees/Certificates Awarded Annually
- 20% Graduation (Degree/Certificate Completion) Rate\*
- 20 /0 Olauuaiioli (Deglee/Celiiiicate Collipieiioli) Nate 610/ of Lormon: Achiovo o Succesful Community Collogo Outor
- 52% of Occupational Program Completers Employed with a Livable Wage or 61% of Learners Achieve a Successful Community College Outcome\*
  - Enrolled in Further Education\*
    - 26% of Adults have a Bachelor's Degree (1 Million Adults)

\*Corresponds to a key metric included in the American Association of Community Colleges' national Voluntary Framework of Accountability (VFA).

| ACCESS GOAL:  | <b>RETENTION GOAL:</b>   | <b>COMPLETION GOAL:</b>   |
|---|--|---|
| ACCESS GOAL:<br>Ensure broad access to high-quality<br>education and training for all Arizonans<br>and times and places that are convenient<br>for learners; strengthen educational<br>pathways through comprehensive<br>partnerships and educational linkages;<br>and ensure awareness of the<br>opportunities community colleges provide<br>for postsecondary education.<br><b>KEY INDICATORS OF PROGRESS:</b><br>• Enrollment of underserved populations<br>• Number of learners engaged in online,<br>night, and/or weekend courses<br>• Number and percent of learners who<br>progress through a developmental math<br>course or sequence and successfully<br>complete a college-level course in math<br>oprogress through a developmental<br>English and/or reading course or<br>sequence and successfully complete a | RETENTION GOAL:<br>Improve the retention of learners<br>through the achievement of their<br>education or training goals.<br>KEY INDICATORS OF<br>PROGRESS:<br>College-level course success<br>rate<br>• College-level course success<br>rate<br>• Percent of learners completing<br>college-level math and/or English<br>• Percent of full-time learners<br>completing 42 credits—and<br>percent of part-time learners<br>completing 24 credits—within 2<br>years<br>• Semester and fall-<br>to-fall retention rates<br>• Provide high-quality academic<br>and occupational programs | <b>COMPLETION GOAL:</b><br>Significantly increase the number of learners who achieve their education or training goals, complete a degree or certificate, transfer to a university, and/or complete non-credit workforce education courses or programs.<br><b>KEY INDICATORS OF PROGRESS:</b><br>• Number and percent of learners who achieve their education or training goals<br>• Number and percent of learners who earn a degree or certificate<br>• Number and percent of learners who complete an AGEC<br>• Number and percent of learners who achieve their education or training goals<br>• Number and percent of learners who achieve their education or training goals<br>• Number and percent of learners who achieve a nor certificate<br>• Number and percent of learners who achieve a surversity<br>• Oumber and percent of learners who achieve a surversity<br>• Oumber and percent of learners who achieve a successful community college outcome<br>• Percent of community college transfers who go on to earn a bachelor's degree<br>• Percent of occupational program completers passing<br>a licensure exam within one year<br>• Number and percent of occupational program<br>completers either employed with a livable wage or encled in further education |
| college-level course in English<br>• Cost of attendance as a percentage of<br>Arizona mean family income  | <ul> <li>Create career and transfer pathways that link developmental,</li> </ul>   | Fercent of ABE/GED completers who continue their<br>education or gain employment     MACRO STRATEGIES:  |
| <ul> <li>• Close access gaps, especially among<br/>underserved populations</li> <li>• Optimize programs and partnerships<br/>leading to college readiness</li> <li>• Provide courses and programs that are<br/>convenient for learners</li> </ul>   | programs   | <ul> <li>Center completion efforts around the identification and<br/>achievement of learners' education or training goals</li> <li>Provide academic and occupational programs and<br/>partnerships that are aligned with state and/or local<br/>workforce development needs and that lead to a<br/>degree, certificate, or immediate employment</li> <li>Collaborate to strengthen programs and pathways<br/>leading to the baccalaureate</li> </ul>  |

# 

# to the strategic plan

### **OUR MISSION**

- To ensure broad access to high-quality education and training for all Arizonans
- To improve the retention of learners through their education or training goals
- To significantly improve goal attainment, transfer, and degree/certificate completion

The Arizona community colleges present this long-term strategic vision as a framework for improving the economic strength of our state and quality of life for Arizonans. This plan is organized around three critical goals: Broad Access to Postsecondary Education and Training, Improved Retention, and Greater Completion and Transfer. Within each area are key indicators of statewide progress toward these goals, as well as strategies and initiatives for achieving excellence in each area.

postsecondary education and training in Arizona, including the statewide Getting AHEAD (Access to This plan both builds on and contributes to ongoing efforts to improve and align secondary and Higher Education and Degrees) project funded by the Lumina Foundation. This plan also maps directly to several of the goals set out in the Arizona Board of Regents' 2008 long-term strategic plan, titled 2020 Vision, in recognition that common goals and shared strategies are essential to the betterment of Arizona's economy, workforce, and overall quality of life.

## WHY THIS VISION IS SO IMPORTANT

Educated Arizonans will enjoy greater economic prosperity

All Arizonans, not just those with a degree or certificate, will benefit as more become educated

Arizona's workforce will benefit from greater numbers of educated and skilled workers

Providing access to community programs and events will maintain and improve the quality of life in Arizona communities

| <b>MORE EDUCATION = HIGHER EARNINGS AND A MORE ROBUST ECONOMY</b><br>Greater educational attainment has significant individual and societal benefits. The benefits to the individual are<br>clear: the more education a person attains, the more that person will earn over his or her lifetime. | And the difference in lifetime earnings is significant: a bachelor's degree recipient can, on average, expect to earn over \$1 million more than someone with only a high school education. But even some college matters: Arizona residents who complete at least some postsecondary education will earn, on average, close to 20% more than a high school graduate. <sup>1</sup> And those who earn a community college degree or certificate in a high-demand field can expect to earn even more. | The societal benefits of an educated populace are also striking. By increasing educational attainment in Arizona,<br>the state can expect to: | Reduce unemployment and poverty     Arizona Median Earnings by Education: 2000 | \$50,000<br>\$45,000<br>\$40,000<br>\$35,000<br>\$33,000<br>\$30,000 | tety-net \$25,000<br>\$20,000<br>he future \$15,000<br>he future \$10,000<br>he three \$5,000<br>he three \$5,000<br>h | retention, and completion, Arizona's Less than a HS HS graduate, Some college Bachelor's community colleges will help to generate a more robust economy, support a growing workforce, and create better opportunities for future generations of Arizonans. | <sup>1</sup> U.S. Bureau of the Census, 2000 (graph from same source)<br><sup>2</sup> The College Board, —Edcation Pays: The Benefits of Higher Education for Individuals and Society," 2007 |
|--|--|---|--|--|--|--|--|
| <b>MORE</b><br>Greater<br>clear: th  | And the<br>over \$1<br>resident<br>high sch<br>expect t  | The soc<br>the state  | Reduc     rates  | <ul> <li>Increa</li> <li>Meet g<br/>skilled v</li> </ul>             | Freduce     These of Ari   | commun<br>more re-<br>more re-<br>workforr<br>for futur  | <sup>1</sup> U.S. Bur<br><sup>2</sup> The Coll   |

### **VISION FOR THE FUTURE**

Our vision for the future includes a significantly greater percentage of Arizonans entering and succeeding in postsecondary education and/or training. The chart presented here illustrates the core metrics guiding this plan, as well as a snapshot of where we were at the end of 2010. Progress along these metrics will depend largely on community college actions, but will also be heavily influenced by external support for community colleges, as well as how well community colleges can work with K-12 schools

and universities to create and maintain educational pathways that attract, support, and graduate more learners.

Data pertaining to these metrics will be collected and analyzed—and best practices shared across the state—on an ongoing basis.

### CONNECTION TO THE VOLUNTARY FRAMEWORK OF ACCOUNTABILITY

Several of the core metrics, as well as a significant percentage of the key indicators of progress within each goal area, reflect measures included in the American Association of Community Colleges' national Voluntary Framework of Accountability (VFA). The VFA attempts to create common, sector-appropriate measures by which community colleges can be held accountable. VFA metrics encompass student progress and outcomes measures, as well as workforce, economic, and community development metrics.

All VFA measures included in this strategic vision follow the definitions included in the most recent VFA technical manual. However, because the VFA is currently in its pilot stage, these measures should be considered interim. They will be finalized following any modifications to the VFA definitions in mid- to late-2011.

### CORE METRICS AND BASELINE 2010 DATA

28% K-12 to Community College Rate (45% K-12 to all Higher Education)

135,789 FTSE Enrollment in Community Colleges 69% College-Level Course Success Rate

62% Developmental Course Success Rate

20% Success After Developmental Math

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11,435 In-State University Transfers

26% In-State University Transfer Rate

30,520 Degrees and Certificates Awarded Annually

20% Graduation (Degree/Certificate Completion) Rate

61% Percent of Learners Achieve a Successful Community College Outcome 52% Occupational Program Completers Employed with a Livable Wage or Enrolled in Further Education

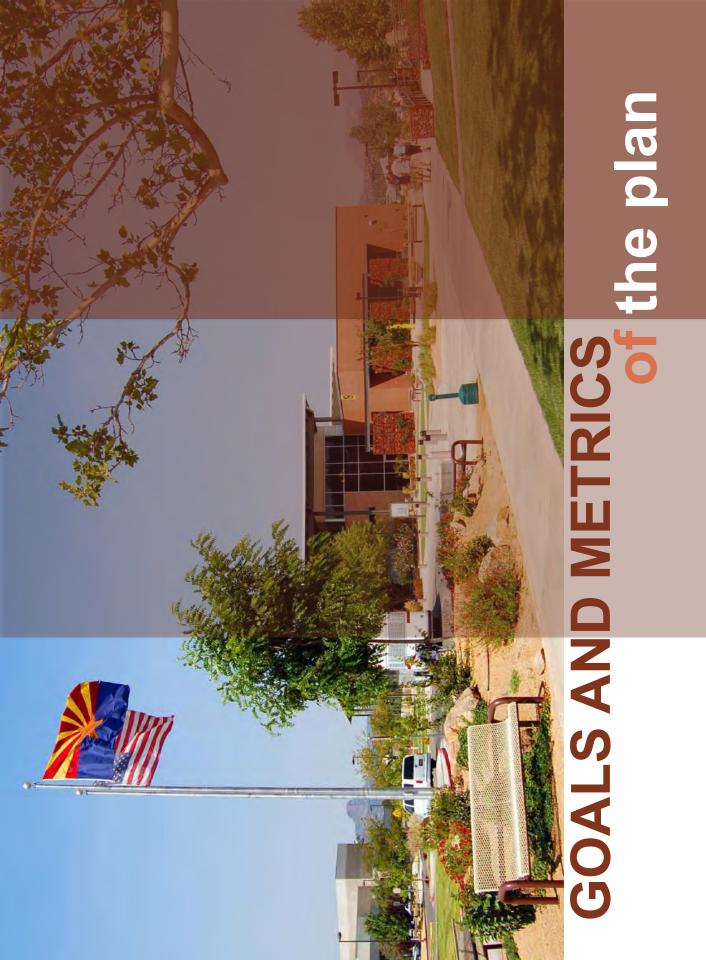
26% of Adults Have a Bachelor's Degree (1 Million Adults)

# **EXTERNAL FORCES WILL AFFECT THIS PLAN**

demographic, economic, political, and educational. These forces, and in training to a population with diverse educational goals and life particular the current economic crisis and sharp downturn in state funding, will challenge the colleges' ability to provide high quality education and Community colleges in Arizona are buffeted by several external forcescircumstances.

including cuts in state operating aid that are expected to continue for several years-are particularly damaging to our ability to achieve the goals Dramatic reductions in state support for Arizona's community collegesoutlined in this long-term strategic vision. As a result of these reductions, Arizona's community colleges will be hardpressed to maintain current levels of enrollment and student services, let alone improve access, retention, and completion rates. Indeed, most districts will be forced to cut essential programs and services, as well as faculty and staff positions, in order to balance their budgets. Although for years Arizona's community colleges have been working to improve efficiency, the proposed dramatic revenue reductions may mean order to maintain current levels of performance in other areas (e.g., that districts will have to sacrifice one mission-access, for example-in retention or completion). It is important to note that the current economic crisis and sharp downturn in state funding does not affect our goals or our long-term vision for Arizona's community colleges. It does, however, severely hinder our ability to achieve those goals in the foreseeable future.

Dramatic reductions in state support for Arizona's community colleges are particularly damaging to our ability to achieve the goals outlined in this long-term strategic vision. Revenue reductions may mean that districts will have to sacrifice one mission—access, for example—in order to maintain current levels of performance in other areas (e.g., retention or completion).



# GOAL 1:

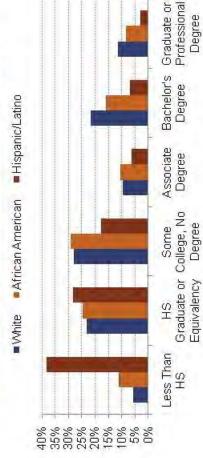
Ensure broad access to convenient for learners; and ensure awareness Arizonans at times and strengthen educational high-quality education educational linkages; community colleges of the opportunities and training for all pathways through partnerships and comprehensive places that are postsecondary provide for education.

## Access

# **BACKGROUND: A DIVERSE AND GROWING POPULATION**

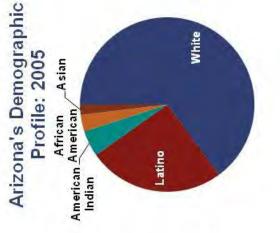
States, with the 2000 population more than doubling to 10.7 million by Latin America—are likely to account for about 38% of the state's population Arizona has the fastest growing population (next to Nevada) in the United 2030.<sup>1</sup> Immigrants and their children—the vast majority from Mexico and increase.<sup>2</sup> Latinos, American Indians, and African Americans-three groups that are historically less likely to enter and succeed in college-make up roughly one-third of the Arizona's population. Furthermore, almost 15% of Arizona's population is foreign-born, and 28% speak a language other than English at home (3 out of 4 of these speak Spanish).

experiences of a diverse and rapidly growing population into consideration. This will require paying close attention to who our students will access and utilize our colleges in ways that may be different from Arizona's community colleges will have to take the unique needs and are—as well as who they are likely to be in the near future—and how they In order to significantly improve college access and success rates, previous generations.



# Arizona Education Attainment by Race

2006-08 American Community Survey (ACS), Source for pie graph: Arizona Department of <sup>1</sup> U.S. Bureau of the Census, ---Sta Interim Source for bar graph: U.S. Census Bureau, Public Use Microdata Sample (PUMS) File Reform, —Aziona: Census Bureau Data," Population Projections By Age and Sex: <sup>2</sup> Federation for American Immigration Health Services, 2005 2004-2030," 2005 2008



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# **BACKGROUND: UNDERPREPARED STUDENTS**

Arguably one of the greatest challenges Arizona's community colleges face is the extent of developmental education required by incoming students—both those coming out of high school and those returning to postsecondary education after long stints in the workforce. In 2009 only 76% of Arizona's high school students graduated within four years; fouryear graduation rates were significantly lower for Native American and Latino students (63% and 69%), respectively), as well as economically disadvantaged students (69%).<sup>1</sup>

Even among high school graduates, many are not prepared for collegelevel work. Statewide, roughly half of all incoming community college students require at least one developmental course in math (this figure is as high as 82% in some districts), and 41% require at least one precollege course in English or reading. Almost one-quarter (23%) of incoming community college students require three or more developmental courses.

Although these statistics do not vary considerably from national figures, they do indicate a continued and growing role for developmental education at Arizona community colleges. College faculty and administrators will need to prioritize basic skills as an essential function of the institution—one necessary to preserving and promoting access—examine new ways of providing developmental instruction that best meet students' needs, and work closely with K-12 schools to align college readiness and high school graduation standards.

Community college faculty and administrators will need to prioritize basic skills as an essential function of the institution—one necessary to preserving and promoting access.

# GOAL ONE: KEY INDICATORS OF PROGRESS

Access Goal: To ensure broad access to high-quality education and training strengthen education pathways through comprehensive partnerships and educational linkages; and ensure awareness of the opportunities community for all Arizonans at times and places that are convenient for learners; colleges provide for postsecondary education.

# **KEY INDICATORS OF PROGRESS TOWARD ACCESS GOAL**

Enrollment of underserved populations

Number of learners engaged in non-traditional (e.g., online, night and/or weekend) courses

Percent of high school graduates who enroll directly in community colleges

Number and percent of learners who progress through a developmental math course or sequence and successfully complete a college-level math course Number and percent of learners who progress through a developmental English and/or reading course or sequence and successfully complete a college-level English course

Cost of attendance as a percentage of Arizona median family income







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# 1. CLOSE ACCESS GAPS, ESPECIALLY AMONG UNDERSERVED POPULATIONS

If Arizona community colleges are to reach our access goal, we must work to close access gaps among those populations that are not enrolling and succeeding in community colleges at rates commensurate to their peers.

### This will require:

 Providing outreach to—and increasing enrollment of—populations that are emerging from current demographic trends (including immigrants and their children, males, Latinos, American Indians, low-income students, and displaced workers)  Partnering with K-12 schools and social service agencies to communicate the need for postsecondary education and/or training, and providing collaborative pathways to college

### Initiatives include:

 Arizona Western College's CAMP (College Assistance Migrant Program) recruits first-time college students from living and learning communities. These learning communities provide comprehensive support for students, including anguage and/or math tutoring, financial planning, cultural awareness, mentoring, and connections to other students farm-worker families and supports their enrollment and success during the first year of college through residential from similar backgrounds.

 In partnership with the County One Stop Shop, Mohave Community College has developed a fast-track program designed to enroll displaced workers in accelerated certificate programs in high-demand occupational fields.

option. The district-wide program is designed to reduce dropouts among at-risk high school students, as well as assist in their transition to college. The ACE program recruits students in their sophomore year of high school to • Maricopa's Achieving a College Education (ACE) program targets students who may not consider college as an participate in the program as juniors and seniors, allowing them to earn up to 24 college credits by high school graduation. In addition, the Junior ACE Project offered at 4 of Maricopa's colleges and the Adult ACE program at Rio Salado College engage middle school and adult learners in bridge programs leading to college readiness.

# ACHIEVING OUR ACCESS GOAL:

# 2. OPTIMIZE PROGRAMS AND PARTNERSHIPS LEADING TO COLLEGE READINESS

Although community colleges did not choose to play such a central role in developmental education, it has nonetheless become a primary institutional function, and one that must be recognized for the role it plays in and career objectives. As community colleges, we have a responsibility to optimize current developmental preparing an educated citizenry and in helping students from all walks of life achieve their personal, educational, programs, as well as to work with K-12 schools to reduce the need for remediation over time.

### This will require:

- Collaborating with K-12 and university providers to align curriculum to college-readiness standards
- Moving beyond a deficit model of development and promoting developmental education as an essential way of providing learners with opportunities for growth and preparation
- Using next-generation technology and alternative delivery models to make developmental education offerings more flexible and tailored to learners' needs

### Initiatives include:

• Eastern Arizona College and its feeder high schools have established several 7-14 associations": collaborative cultivating dual enrollment opportunities. Since the 7-14 organizations were established, participating teachers have applied more constructivist teaching practices, and their students have demonstrated better scores on posttests partnerships between EAC faculty and middle and high school teachers that aim to increase student success by aligning curricula and placement evaluations, sharing best practices, enhancing instructor qualifications, and compared to a control group.

Center options for developmental math, reading, writing, and ESL courses; integrated ESL best practices into developmental courses; developed modular courses and other formats to meet learner needs; developed a peer · Pima Community College is working to support an organizational culture dedicated to improving basic skills development for all students. As part of these efforts, the district has (among other things): developed Learning mentoring program for developmental students; and established a Readiness Academy to prepare learners for math, reading, and writing instruction.

# ACHIEVING OUR ACCESS GOAL:

# 3. PROVIDE COURSES AND SERVICES THAT ARE CONVENIENT FOR LEARNERS

Large numbers of community college students work full- or part-time, live far away from campus, and/or have other life circumstances that preclude them from taking courses at traditional times or locations. To meet our access goal, we must provide developmental and college-level courses and services at hours, places, and in formats that are most convenient for learners.

### This will require:

- Utilizing a range of delivery methods such as distance education, outreach centers, and online or hybrid courses
- Providing courses and services at non-traditional times and places, including at night, on weekends, and at offcampus locations

### Initiatives include:

 Northland Pioneer College's service area encompasses 22,000 square miles, and thus the institution has long believed in providing education in local communities, particularly those with large populations of underserved or low-income learners. NPC has educational centers on the White Mountain Apache, Hopi, and Navajo Nations, and also offers developmental education at multiple reservation and non-reservation sites. · Many of Arizona's community college districts engage in distance education and provide online courses and services in order extend access to students who might not otherwise be able to participate in higher education. For example, NPC runs one multimedia and two ITV classrooms to provide multi-site access to all Arizona General Education Curriculum (AGEC) and associate of arts courses. Mohave's videoconferencing/ITV reach enrollments. In addition to providing technology solutions and educational centers across its service area, Arizona Western College offers a vast array of web-based services through which students can monitor their classroom success, receive advising and tutoring, or seek assistance from local college personnel from their own homes or communities. Finally, Cochise College's Online Campus offers 15 fully online degree or certificate programs, as includes 10 rural county sites, and its Distance Education campus now accounts for over 30% of overall well as numerous non-credit courses.

# STRATEGIES FOR EXCELLENCE

# MACRO STRATEGIES FOR PROVIDING BROAD ACCESS TO EDUCATION AND **TRAINING**

# 1. Close access gaps, especially among underserved populations

- Increase enrollment of populations emerging from current demographic trends ю.
- Partner with K-12 schools to promote postsecondary education or training and engage in collaborative pathways to college . D

## Optimize programs and partnerships leading to college readiness <u>6</u>

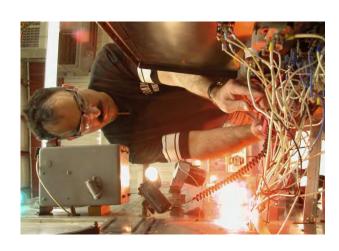
- a. Collaborate to align K-12 curricula with college-readiness standards
- Promote developmental education as an essential way of providing learners with opportunities for growth and preparation . D
- c. Tailor developmental education to best meet students' needs

# 3. Provide courses and services that are convenient for learners

- a. Utilize a wide range of delivery methods such as distance education, outreach centers, and online courses
- a. Provide courses and services at non-traditional times and places







<u></u>

### S S S S S S S S S S S

Improve the retention of learners through the achievement of their education or training goals.

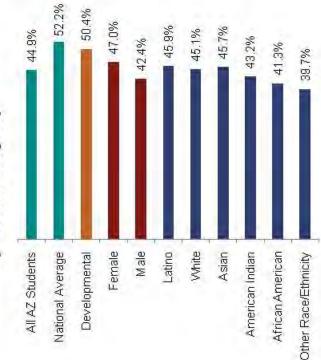
# **BACKGROUND: A SWIRLING STUDENT POPULATION**

Community colleges are frequently criticized for retention rates that, at a national average of 52.2%, are significantly lower than retention rates at four-year public institutions (76.8%).<sup>1</sup>

In response, college leaders typically respond with evidence that community college students attend for multiple reasons, not all of them academic; swirl among multiple institutions; stop out and drop out frequently; and that they must contend with multiple issues such as the need to work in order to pay tuition and fees, take several developmental courses, find childcare, and contribute to the support of their families. Regardless of the reasons, it is clear that community colleges in Arizona and across the nation must work to improve student retention, especially among those groups (American Indians and African Americans, for example) who persist and complete at consistently lower rates than their peers.

With statewide retention rates 7.3% lower than the national average, improving student retention is a particular priority for Arizona's community colleges.

### 2009 Statewide Fall-to-Fall Retention by Student Subgroup



Note: Statewide retention rates presented here differ slightly from those presented on page 5, which measure retention among a select VFA ' NCHEMS, --Rethtion Rates - First-Time College Freshmen Returning Their Second Year," 2008. (National average in graph is from same cohort of students. Overall (i.e., non-VFA) retention rates are presented here to improve comparability with the national average source.) BACKGROUND: GATEWAY COURSES AND CREDIT THRESHOLDS

For many years, research has pointed to variables that may help to improve student persistence in community colleges, including the frequency of contact with faculty, staff, and other students; involvement in learning communities; the quality and availability of student support services; and greater state expenditures per full-time equivalent student. Recently, several researchers have also begun to look at how retention may be affected by when and if students reach certain momentum points. For example, a 2009 study of students in California's community colleges showed significantly higher retention and completion rates among full-time students who completed a college-level math and/or English course within two years, as well as those who earned at least 20 credits in their first year.<sup>1</sup>

| Retention by Momentum Points          | n Points   |                                    |
|---------------------------------------|--|------------------------------------|
| Momentum Points                       | Semester-<br>to-<br>Semester<br>Retention<br>(74%) | Fall-to-Fall<br>Retention<br>(58%) |
| College-Level Math                    |  |                                    |
| Completed Within 2 Years (21%)        | 92.8%  | 86.7%                              |
| Did Not Complete Within 2 Years (79%) | 70.1%  | 52.2%                              |
| College-Level English                 |  |                                    |
| Completed Within 2 years (28%)        | 91.4%  | 84.0%                              |
| Did Not Complete Within 2 Years (72%) | 68.2%  | 49.5%                              |
| First-Year Credits                    |  |                                    |
| Earned 20+ Credits (24%)              | 99.3%  | 89.0%                              |
| Did Not Earn 20+ Credits (76%)        | 66.0%  | 48.3%                              |

Based on these and similar data, as well as the inclusion of student progress metrics in the Voluntary Framework of Accountability, this plan incorporates several key momentum points as indicators of progress toward our retention goal.

(Note: retention figures in the above table are significantly higher than the Arizona statistics presented on the previous page, primarily because they include only full-time students and exclude students who enrolled only for one term.) <sup>1</sup> Moore, C., Shulock, N., & Offenstein, J. — Stes to Success: Analyzing Milestone Achievement to Improve Community College Student Outcomes." Institute for Higher Education Leadership and Policy, 2009. (Table adapted from same source.)

## GOAL TWO: KEY INDICATORS OF PROGRESS

Retention Goal: To improve the retention of learners through the achievement of their education or training goals.

## KEY INDICATORS OF PROGRESS TOWARD RETENTION GOAL

College-level course success rate

Developmental course success rate

Percent of learners successfully completing college-level math and/or English

Percent of full-time learners completing 42 credits—and percent of part-time learners completing 24 credits-within 2 years

Semester-to-semester and fall-to-fall retention rates





| GOAL:        |  |
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# 1. PROVIDE HIGH QUALITY ACADEMIC AND OCCUPATIONAL PROGRAMS

programs. Improving student retention will necessitate continued investment in these programs, as well as ongoing Arizona's community colleges provide a vast array of high quality and innovative academic and occupational support and professional development for faculty and staff.

### This will require:

connections to the workforce, new technologies, and/or modifications to traditional liberal arts classes that help Providing learners with opportunities for exploration and critical thinking through interdisciplinary courses, earners connect the curriculum to their twenty-first century lives

 Supporting exemplary teaching and learning through professional development and opportunities for faculty collaboration

### Initiatives include:

· Engagement Opportunities at Estrella Mountain Community College is an initiative to implement active learning strategies into several college programs, including peer-to-peer mentoring, student government, the Learning such as collaborative or cooperative learning, student debates, problem solving, role playing, and journal writing— Enhancement and Writing Center, and the NASA Center for Success in Math & Science. Active learning strategiesnave been shown to improve critical thinking skills and increase retention. · Several of Arizona's community college districts have made professional development a clear priority in acknowledgement of the link between professional development, effective teaching and learning, and student retention and completion. Central Arizona College, for example, annually reimburses up to 6 credit hours of study at development seminars or workshops. Coconino Community College sponsors two Employee Development Days each year to allow faculty and staff to participate in free professional development sessions of their choosing. And administrators, and student affairs personnel to discuss best practices in retention and completion; as well as various an accredited postsecondary institution, and provides up to \$800 for faculty and staff to attend professional he Maricopa Community College District offers numerous professional development activities, including a summer. nstitute for faculty working with developmental learners; a student success conference that brings together faculty, seminars and Dialogue Days to allow faculty to share ideas about how to enhance teaching and learning,

### ACHIEVING OUR RETENTION GOAL:

# 2. PROVIDE AND PROMOTE A BROAD ARRAY OF STUDENT SUPPORT SERVICES

completion rates, we need to think critically about how these services are provided and promoted, as well as how While community colleges have always offered support services for students, to significantly improve retention and faculty and staff can work together to improve student engagement and persistence.

### This will require:

 Providing and promoting a broad and easily accessible array of support services through one-stop centers, mandatory orientation or advising sessions, and/or learning communities  Encouraging faculty and staff collaboration in identifying at-risk students early, providing just-in-time support services, and engaging in meaningful interactions with learners within and outside of the classroom

### Initiatives include:

locations in order to more efficiently and effectively engage learners outside the classroom and connect them with needed programs and services. Arizona Western College, for example, offers a one-stop center where students can easily enroll in classes, seek counseling or advising, learn about financial aid or scholarships, and explore transfer opportunities. Similarly, Pima Community College has recently renovated its Student Services Centers in order to provide a diverse set of services at a single location on each campus. As well, Mohave Community College has opened a Student Learning Commons (SLC) on each of its four campuses. Each SLC contains learning lounges for students, computer classrooms, and a Learning Assistance Center that provides space for academic debate, casual studying, group interaction, and formal academic support resources such as Most of Arizona's community college districts have consolidated their student support services into centralized supplemental instruction and tutoring.

• The majority of Arizona's community colleges have also implemented academic monitoring and early alert systems that use student data to track learners' progress and provide appropriate interventions and academic and/or student success courses to ensure that learners start strong and have personalized academic plans to supports. Several colleges have also adapted -intrusive advising" practices for first-year students and those most at risk of leaving college. As well, various colleges have adopted mandatory orientations, advisement, placement, keep them on track toward their academic or occupational goals.

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### STRATEGIES FOR EXCELLENCE

## MACRO STRATEGIES FOR IMPROVING RETENTION

## 1. Provide high quality academic and occupational programs

- Provide learners with opportunities for exploration and critical thinking . Э
- Support exemplary teaching and learning through professional development and opportunities for collaboration . D

## 2. Provide and promote a broad array of student support services

- Provide and promote a broad array of easily accessible support services through one-stop centers, mandatory orientation or advising, and/or learning communities . Э
- Encourage faculty and staff collaboration in providing meaningful and just-in-time support for learners both within and outside the classroom <u>.</u>

### Create career and transfer pathways that link developmental, academic, and occupational programs **ന**്

- Provide academic or occupational pathways that integrate instruction in basic skills as well as appropriate student support services ы.
- Integrate academic and occupational preparation to both strengthen learners' technical skills and incorporate elements of a general education that will accrue toward an associate degree and/or prepare them for career advancements . ف





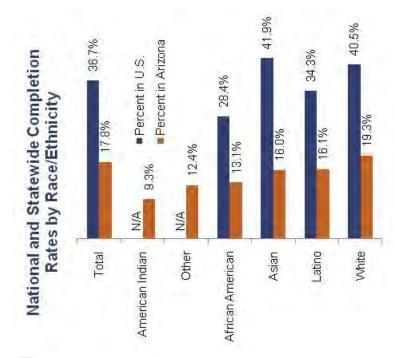


## GOAL 3:

Completion

Significantly increase the number of learners who achieve their education or training goals, complete a degree or certificate, transfer to a university, and/or complete noncredit workforce education courses or programs.

## **BACKGROUND: THE COMPLETION AGENDA**



In recent years, the federal government and several major philanthropic organizations have begun to focus attention on the community college's role in dramatically increasing the number of Americans with bachelor's and other postsecondary degrees. These completion initiatives are framed not only by a desire to retain the United States' economic competitiveness in a global marketplace, but also by an acknowledgement that institutions of higher education—including community colleges—can do better in terms of transfer and degree/certificate attainment.

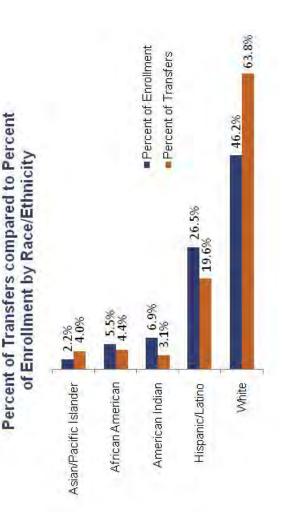
Nationally, almost 37% of community college students complete a degree or certificate within 6 years.<sup>1</sup> In Arizona, that figure is just under 18%.

Completion rates vary greatly among Arizona community college districts. Some—particularly those with large percentages of part-time students and/or those that prioritize the transfer mission—confer degrees or certificates on only 5 or 6 percent of learners. At other districts, particularly those that work closely with nearby businesses and industries, over a quarter of learners earn a degree or certificate within 6 years.

There is also significant variation in degree/certificate completion rates among different subgroups of students, with persistent achievement gaps between white learners and their Latino, African American, and American Indian counterparts. Note: Statewide completion rates presented here differ slightly from those presented on page 5, which measure completion among a <sup>1</sup> U.S. Department of Education, National Center for Education Statistics, — Dest of Education Statistics," 2009. (National data in graph select VFA cohort of students. Overall (i.e., non-VFA) completion rates are presented here to improve comparability with national rates. from same source.)

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Statewide, 26% of Arizona community college students who engage in transfer intent behavior successfully transfer to an in-state public university within 6 years. These rates are comparable to national figures. Transfer intent behavior is defined as: earning 12 or more community college credit hours; declaring an intent to transfer or obtain a transfer degree; and completing at least one core course from the Arizona General Education Curriculum (AGEC).<sup>1</sup> White and Asian students are overrepresented among the Arizona transfer population, while African American, American Indian, and Latino students do not transfer at rates commensurate with their enrollment in community colleges.<sup>2</sup> While Arizona's community colleges engage in efforts to increase transfer across the board, we must pay particular attention to the success of these populations.



Arizona State System for Information on Student Transfer (ASSIST), —Steewide summary: Transfer rates for new-to-higher-education <sup>2</sup> ibid, U.S. Department of Education, Integrated Postsecondary Education Data System (IPEDS), —Enollment of first-time cohorts," 2010 .

undergraduates by race/ethnicity, Fall 2007" (graph from same sources).

## **GOAL THREE: KEY INDICATORS OF PROGRESS**

Completion Goal: To significantly increase the number of learners who achieve their education or training goals, complete a degree or certificate, transfer to a university, and/or complete non-credit workforce education courses or programs.

## KEY INDICATORS OF PROGRESS TOWARD COMPLETION GOAL

Number and percent of learners who achieve their stated education or training goals

Number and percent of learners who earn a degree or certificate (graduation rate)

Number and percent of learners who complete an AGEC

Number and percent of learners who transfer to a university

Number and percent of learners achieving a successful community college outcome

Percent of community college transfers who go on to earn a bachelor's degree

Percent of occupational program completers passing a licensure exam within one year

Number and percent of occupational program completers either employed with a livable wage or enrolled in further education

Percent of ABE/GED completers who continue their education or gain employment







### ACHIEVING OUR COMPLETION GOAL:

### 1. CENTER COMPLETION EFFORTS AROUND THE IDENTIFICATION AND ACHIEVEMENT OF LEARNERS' EDUCATION OR TRAINING GOALS

completion-and to more appropriately target interventions-we must center completion efforts around the college students have a wide variety of educational goals. In order to more accurately analyze student retention and Unlike students at four-year colleges and universities who typically aim to earn a bachelor's degree, community identification and achievement of learners' education or training goals.

### This will require:

 Collecting student intent data—including reasons for attending, intended area of study, and whether or not the student plans to return to the college in a subsequent term—each semester Focusing retention and completion efforts around the achievement of learners' stated education or training goals

### Initiatives include:

 In 2007 staff and administrators at Pima Community College (PCC) launched an online student intent tracking process that collects data for all students the first time they register each semester. Students select their reason for identify their intended area of study, and state whether they plan to return to PCC in one of the subsequent two erms. If they are not planning to return, students are asked to select a reason (completed program of study, attending PCC (degree or certificate, transfer, personal interest, job skills, or UofA student taking PCC classes), achieved educational goal, transferred, financial reasons, etc.).

financial aid status, GPA and grades, instructional delivery method, and course taking behavior, allowing the college to examine student retention and completion using a combination of intent and other data. Intent data can also be PCC intent data can then be combined with any other student information, including demographics, education level, utilized to identify populations that are less likely to succeed in order to provide additional support, identify programs or subject areas where PCC and state universities can improve transfer pathways, and provide other targeted interventions that can increase retention and completion. · Mohave Community College has begun to implement PCC's student intent tracking model, and both Arizona Western and Maricopa Community Colleges have their own systems for collecting information on students' goals. 80 20

### ACHIEVING OUR COMPLETION GOAL:

2. PROVIDE ACADEMIC AND OCCUPATIONAL PROGRAMS AND PARTNERSHIPS THAT ARE ALIGNED WITH STATE AND/OR LOCAL WORKFORCE DEVELOPMENT NEEDS, AND THAT LEAD TO A DEGREE, CERTIFICATE, OR IMMEDIATE EMPLOYMENT In order to serve as a nexus of employment preparation for a diverse population of learners, we must provide programs and engage in partnerships that are aligned with state and/or local workforce development needs, and that help students attain their education, training, or career goals.

### This will require:

 Monitoring economic and industry forecasts—as well as maintaining relationships with local business and industry leaders—in order to develop or redesign degree and certificate programs to meet emerging workforce demands

Education Districts (JTEDS) to design and provide occupational or contract training programs that prepare learners for Collaborating with state and local workforce development agencies, local businesses, and/or Joint Technical immediate employment in high-demand areas

### Initiatives include:

Based Job Training grant from the U.S. Department of Labor in order to create instructional programs in alternative forecasts of regional, state, and national employment growth in these fields; and reviewing the state's plans to attract additional solar and biofuel producers, Central Arizona College applied for and received a \$2.2 million Community energy. In spring 2011 the college will be offering its first courses in biofuels and solar energy leading to a one-year In 2010, after consulting with various biofuel and solar companies operating in central Arizona; examining statistical certificate or a two-year associate degree.

a new occupational certificate program in viticulture. The college partnered with Merkin Green Vineyard Management Wine Consortium to facilitate alliances with vintners and viticulturalists throughout Yavapai County. The college plans · As the wine industry in the Verde Valley has grown significantly in the past decade, Yavapai College has developed to plant and maintain a one-acre vineyard on the Verde Valley campus, and has aligned itself with the Verde Valley to expand its viticulture program to offer an associate degree in enology and viticulture.

| ACHIEVING OUR COMPLETION GOAL:  |
|---|
| 3. COLLABORATE TO STRENGTHEN PROGRAMS AND PATHWAYS LEADING TO THE<br>BACCALAUREATE  |
| Simply providing transfer courses and programs is no longer sufficient if we are to significantly increase transfer and bachelor's degree production in Arizona. We must collaborate with our university partners to develop new and improve existing programs and pathways that both minimize common obstacles to transfer and maximize course transferability and applicability.  |
| This will require:  |
| <ul> <li>Developing and/or improving guaranteed admission programs with in-state universities to provide students in<br/>multiple degree programs with a clear path to the baccalaureate</li> <li>Collaborating to provide co-located or joint bachelor's degree programs on community college campuses in order to</li> </ul>  |
| extend paccalaureate opportunities to rural or place-pound learners<br>Initiatives include:   |
| <ul> <li>Following Maricopa's Academic Program Pathways (MAPP) model, which provides tuition incentives and<br/>guaranteed admission into Arizona State University (ASU) for community college students who follow one of several<br/>ASU-defined degree pathways and earn a minimum GPA, several other districts (including Pima, NPC, and Mohave)<br/>have developed similar Transfer Admission Guarantee (TAG) programs.</li> </ul>  |
| <ul> <li>Coconino Community College has developed an exemplary joint admissions program with Northern Arizona<br/>University (CCC2NAU), allowing community college students to seamlessly transfer credits, benefit from tailored<br/>advisement, and receive assistance in navigating community college and university resources and systems. Mohave<br/>and Maricopa Community Colleges have set up similar agreements with NAU, and Cochise College has worked with<br/>the University of Arizona South to develop the Cochise Cats program, which provides programs, services, and joint<br/>advising to assist students in successfully transferring and earning a bachelor's degree.</li> </ul> |
| • In fall 2011 Northland Pioneer College will begin to offer an RN>BSN program in collaboration with ASU. This  |

program will allow graduates of NPC's nursing program to earn their bachelor's in nursing from ASU through distance education, with classroom and support services provided by both institutions.

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### STRATEGIES FOR EXCELLENCE

# MACRO STRATEGIES FOR INCREASING COMPLETION AND TRANSFER

- 1. Center completion efforts around the identification and achievement of learners' education or training goals
  - Collect student intent data each semester
  - Focus retention and completion efforts around the achievement of learners' education or training goals ы. Б.а.
- Provide academic and occupational programs and partnerships that are aligned with state and/or local workforce development needs and that lead to a degree, certificate, or immediate employment <u>ы</u>
  - Monitor economic and industry forecasts in order to develop or redesign programs to meet emerging vorkforce demands . Э
- Collaborate to provide occupational programs leading to immediate employment in high-demand areas . م

### Collaborate to strengthen programs and pathways leading to the baccalaureate **ю**.

- Develop and/or improve guaranteed admissions programs with in-state universities to provide students with a clear path to the baccalaureate а.
- Collaborate to provide joint or co-located bachelor's degree baccalaureate access to rural or place-bound learners programs on community college campuses to extend а.







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# MEMBERS, ARIZONA COMMUNITY COLLEGE PRESIDENTS' COUNCIL

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Mr. Dennis Jenkins Pinal Community College District **Dr. Michael Kearns** Mohave Community College District **Dr. Glenn Mayle** Yuma/La Paz Community College District

Dr. J.D. Rottweiler Cochise Community College District Arizona Community Colleges: Long-Term Strategic Vision was created with the assistance of Dr. Carrie B. Kisker and the California Community College Collaborative (C4) at UC Riverside. www.c4.ucr.edu All data not explicitly cited in this plan were provided by the institutional research effectiveness offices at Arizona's 10 community college districts, each of whose staff members were incredibly helpful in the development of this strategic vision and its metrics.

Study Session Agenda Item #3. March 15, 2011 (Informational)

### **Employee Related Expenses**

Employee ASRS and NPC matching contributions will increase from 9.85 percent to 10.75 percent. ASRS Special Notice and an historical ASRS contribution rate chart are included.

The Navajo County School Employee Trust is operating well, which will reduce the impact of anticipated double-digit increase in healthcare cost. Employer cost is expected to increase about four percent and dependent coverage will continue to be offered as an option with the employee bearing the entire cost. Employees with basic coverage for spouse OR children can expect an increase of about \$420 annually and family coverage will increase about \$480. Employee choosing to cover the additional cost of the premier plan will see an increase of about \$250 annually for their own coverage. Premier coverage for spouse OR children will increase about \$480 annually and family coverage will increase \$600. The benefit package and options are not expected to change. Information regarding health insurance is expected to be finalized before the April DGB meeting.

The total impact to employees for ASRS and healthcare increases is expected to be a reduction in take home pay. In January compared to the prior 12 months, the all-items Consumer Price Index (CPI) increased 1.6 percent before seasonal adjustment. Increases in indexes for energy commodities and for food accounted for over two thirds of the all-items increase. The indexes for gasoline and fuel oil both increased in January, continuing their recent strong upward trend. The index for food at home posted its largest increase in over two years with all six major grocery store food group indexes rising. Over the last 12 months, the food index has risen 1.8 percent with the food at home index up 2.1 percent. The energy index has increased 7.3 percent over the last 12 months, with the gasoline index up 13.4 percent. The index for all-items less food and energy has risen 1.0 percent. February 2011 CPI data are scheduled to be released on March 17, 2011.





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### **Arizona State Retirement System**

3300 North Central Avenue, Phoenix, AZ 85012 www.azasrs.gov

### Special Notice

### <u>Contribution rates set for FY 2012</u> <u>PBI to remain constant</u>

Questions? AskMac@azasrs.gov Phoenix (602) 240-2000 Tucson (520) 239-3100 Toll-Free (800) 621-3778

December 17, 2010

At its December 17, 2010 meeting, the ASRS Board of Trustees accepted valuations for the various ASRS program plans and approved new contribution rates for the Defined Benefit Plan for fiscal year 2012, which take effect July 1, 2011. The contribution rates are as follows:

Combined Pension Plan and Health Insurance Benefit: Current Contribution Rate: 9.6% Rate for July 1, 2011: 10.5%

Long-Term Disability (LTD): Current Contribution Rate: 0.25% Rate for July 1, 2011: 0.25%

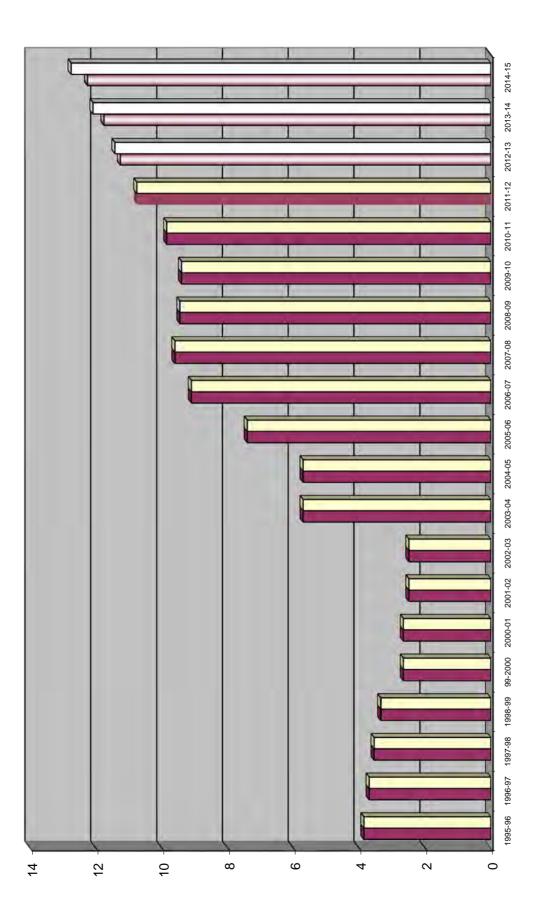
Total Contribution Rate (Pension plus Health Insurance plus LTD): Current Contribution Rate: 9.85% Rate for July 1, 2011: 10.75%

Also at the Board meeting, it was presented that there are no funds available for an additional Permanent Benefit Increase for retired members. All current PBIs will continue to be included in benefit checks.

The increase in the Defined Benefit Plan contribution rate is due primarily to the downturn in the overall equity markets in 2008. Also impacting the rates: a shrinking government workforce, leading to decreased total contributions coming in for the fiscal year that ended June 30, 2010, the date of the actuarial valuation used to determine the contribution rate. The rate of return to the overall ASRS fund for the fiscal year ended June 30, 2010 was a positive 14.9 percent, but previous years' negative returns are still being recognized in the valuations.

For retirees, there still remain no excess returns to fund an addition to the Permanent Benefit Increase program. As outlined in state statute, increases can only be provided when there are excess returns. Given the market performance over the past 10-year period that the ASRS employs to recognize gains and losses over time, it is expected to be several years before the PBI pool can provide for an addition to the PBI to retirees.

ASRS Contribution Rates Percentage of Payroll



Study Session Agenda Item #4. March 15, 2011 (First Read)

### **Restoration of Wage and Salary Schedule**

### **Recommendation:**

Staff recommends return to the 2009-10 salary schedules for 2011-12.

### **Summary:**

Due to the State budget situation, along with ongoing depressed economic conditions, the Board approved a reduction in wages for all regular employee classes for the current fiscal year. No other community college district in Arizona implemented a wage and salary reduction in 2010-11, while some districts provided increases. The attached chart presents wage increases applied in the community college system in 2010-11 and expected salary changes for 2011-12.

All current salary schedules are included along with the 2009-10 schedules for comparison. An update of the exempt salary group is also included.

The expected budget impact to return wages to 2009-10 levels has been factored in to the current preliminary budget analysis and represents an increase of about \$210,000.



| Northland Pioneer College | 2010 - 2011 Faculty Salary Schedule |
|---------------------------|-------------------------------------|
| 2                         | Final                               |

|       | 11        |     |    |     |   |   |   | \$45,565  | \$46,932 | \$48,340 | \$49,790 | \$51,284 | \$52,822 | \$54,407 | \$56,039 | \$57,720 | \$59,452 | \$61,235 | \$63,072 | \$64,964 | \$66,913 | \$68,921 | \$70,988 | \$73,118 |
|-------|-----------|-----|----|-----|---|---|---|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|       | 10        |     |    |     |   |   |   | \$44,759  | \$46,102 | \$47,485 | \$48,910 | \$50,377 | \$51,888 | \$53,445 | \$55,048 | \$56,700 | \$58,401 | \$60,153 | \$61,957 | \$63,816 | \$65,730 | \$67,702 | \$69,733 | \$71,825 |
| c     | ກ         |     |    |     |   |   |   | \$43,968  | \$45,287 | \$46,645 | \$48,045 | \$49,486 | \$50,971 | \$52,500 | \$54,075 | \$55,697 | \$57,368 | \$59,089 | \$60,862 | \$62,687 | \$64,568 | \$66,505 | \$68,500 | \$70,555 |
| c     | ∞         |     |    |     |   |   |   | \$43,190  | \$44,486 | \$45,821 | \$47,195 | \$48,611 | \$50,069 | \$51,571 | \$53,119 | \$54,712 | \$56,354 | \$58,044 | \$59,785 | \$61,579 | \$63,426 | \$65,329 | \$67,289 | \$69,308 |
| 1     | ~         |     |    |     |   |   |   | \$42,427  | \$43,699 | \$45,010 | \$46,361 | \$47,752 | \$49,184 | \$50,660 | \$52,179 | \$53,745 | \$55,357 | \$57,018 | \$58,728 | \$60,490 | \$62,305 | \$64,174 | \$66,099 | \$68,082 |
| c     | 20        |     |    |     |   |   |   | \$41,676  | \$42,927 | \$44,215 | \$45,541 | \$46,907 | \$48,314 | \$49,764 | \$51,257 | \$52,794 | \$54,378 | \$56,010 | \$57,690 | \$59,421 | \$61,203 | \$63,039 | \$64,931 | \$66,878 |
| ι     | Ð         |     |    |     |   |   |   | \$40,940  | \$42,168 | \$43,433 | \$44,736 | \$46,078 | \$47,460 | \$48,884 | \$50,350 | \$51,861 | \$53,417 | \$55,019 | \$56,670 | \$58,370 | \$60,121 | \$61,925 | \$63,782 | \$65,696 |
| •     | 4         |     |    |     |   |   |   | \$40,216  | \$41,422 | \$42,665 | \$43,945 | \$45,263 | \$46,621 | \$48,020 | \$49,460 | \$50,944 | \$52,472 | \$54,046 | \$55,668 | \$57,338 | \$59,058 | \$60,830 | \$62,655 | \$64,534 |
| c     | m         |     |    |     |   |   |   | \$39,505  | \$40,690 | \$41,910 | \$43,168 | \$44,463 | \$45,797 | \$47,171 | \$48,586 | \$50,043 | \$51,544 | \$53,091 | \$54,684 | \$56,324 | \$58,014 | \$59,754 | \$61,547 | \$63,393 |
| c     | 2         |     |    |     |   |   |   | \$38,806  | \$39,970 | \$41,169 | \$42,404 | \$43,677 | \$44,987 | \$46,336 | \$47,727 | \$49,158 | \$50,633 | \$52,152 | \$53,717 | \$55,328 | \$56,988 | \$58,698 | \$60,459 | \$62,272 |
| Grade | -         |     |    |     |   |   |   | \$ 38,120 | \$39,263 | \$40,441 | \$41,655 | \$42,904 | \$44,191 | \$45,517 | \$46,883 | \$48,289 | \$49,738 | \$51,230 | \$52,767 | \$54,350 | \$55,980 | \$57,660 | 859,390  | \$61,171 |
| Ċ     | Step<br>1 | - ~ | 10 | ŋ · | 4 | S | 9 | 7         | 8        | 6        | 10       | 11       | 12       | 13       | 14       | 15       | 16       | 17       | 18       | 19       | 20       | 21       | 22       | 23       |

Adjunct Faculty Rate/Load Unit Level Amt Level 1 \$600 Level 2 \$620 Level 3 \$640

Substitute Rate \$20.00/hr

|        | 9 10 11 | 14.03    | 14.37 \$ 14 | .37 \$ 14.71 \$ 19 | \$ 15.05 \$ 15 | .05 \$ 15.39 \$ 15 | .39 \$ 15.73 \$ 16 | .73 \$ 16.07 \$ 16 | .07 \$ 16.41 \$ 16 | .41 \$ 16.75 \$ 17 | .75 \$ 17.09 \$ 17 | .09 \$ 17.43 \$ 17 | .43 \$ 17.77 \$ 18 | .77 \$ 18.11 \$ 18 | 18.45 \$ 1 | 18.79  | .79 \$ 19.13 |         |       |       |
|--------|---------|----------|-------------|--------------------|----------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------|--------|--------------|---------|-------|-------|
| :      | 8       |          |             |                    |                |                    |                    |                    |                    |                    |                    |                    | ۔<br>ج             |                    |            | ۍ<br>ب |              |         | ]     |       |
|        |         | 13.35    | 13.69       | 14.03              | 14.37          |                    | 15.05              |                    | 15.73              | 16.07              | 16.41              | 16.75              | 17.09              | 17.43              | 17.77      | 18.11  | 18.45        |         |       |       |
|        | 7       | <u>.</u> | .35         | 69.                | .03            | .37                | .71                | .05                | 39                 | .73                | .07                | 41                 | .75 \$             | \$ 60.             | .43 \$     | .77 \$ | 5            |         |       |       |
|        |         | -        | \$ 13       | -                  | -              | -                  | -                  | ~                  | ~                  | ~                  | -                  | \$ 16              | \$ 16              | \$ 17              | \$ 17      | \$ 17  | \$ 18        |         |       |       |
|        | 9       |          | 13.01       |                    | 13.69          |                    | 14.37              |                    | 15.05              | 15.39              | 15.73              | 16.07              | 16.41              |                    | 17.09      | 17.43  | 17.77        |         |       | el 3  |
|        |         | Ь        | Ь           | ഗ                  | Ь              | Ь                  | ഗ                  | Ь                  | Ь                  | Ь                  | Ь                  | Ь                  | Ь                  | Ь                  | Ь          | Ь      | Ь            |         |       | Level |
|        | S       | 12.33    | 12.67       | 13.01              |                | 13.69              | 14.03              | 14.37              | 14.71              | 15.05              | 15.39              | 15.73              | 16.07              | 16.41              | 16.75      | 17.09  | 17.43        |         |       | T     |
|        |         | ഗ        | ഗ           | ഗ                  | ഗ              | ഗ                  | ഗ                  | ഗ                  | မ                  | မ                  | မ                  | ഗ                  | θ                  | ഗ                  | ഗ          | မ      | မ            |         |       |       |
|        | 4       | 11.99    |             | 12.67              |                | 13.35              | 13.69              | 14.03              | 14.37              | 14.71              | 15.05              | 15.39              | 15.73              | 16.07              | 16.41      | 16.75  | 17.09        |         |       |       |
|        |         | ഗ        | ഗ           | ഗ                  | ഗ              | ഗ                  | ഗ                  | ഗ                  | ഗ                  | ഗ                  | ഗ                  | ഗ                  | ഗ                  | ഗ                  | ഗ          | ഗ      | ഗ            |         |       |       |
|        | с       | 11.65    | 11.99       | 12.33              | 12.67          | 13.01              | 13.35              | 13.69              | 14.03              | 14.37              | 14.71              | 15.05              | 15.39              | 15.73              | 16.07      | 16.41  | 16.75        |         | el 2  |       |
|        |         | မ        | θ           | ഗ                  | ഗ              | θ                  | ഗ                  | θ                  | မ                  | ക                  | မ                  | မ                  | မ                  | မ                  | ഗ          | မ      | မ            |         | Level |       |
|        | 2       | 11.31    | 11.65       | 11.99              | 12.33          |                    | 13.01              |                    |                    |                    | 14.37              |                    | 15.05              | 15.39              | 15.73      | 16.07  |              |         | _     |       |
|        |         | θ        | θ           | ഗ                  | θ              | θ                  | ഗ                  | θ                  | θ                  | θ                  | ω                  | θ                  | θ                  | θ                  | θ          | ω      | θ            |         |       |       |
| -ade > | -       | 10.97    | 11.31       | 11.65              | 11.99          | 12.33              | 12.67              | 13.01              | 13.35              | 13.69              | 14.03              | 14.37              | 14.71              | 15.05              | 15.39      | 15.73  | 16.07        | evel 1. |       |       |
| G      |         | Ь        | ഗ           | ഗ                  | ഗ              | ഗ                  | ഗ                  | ഗ                  | Ь                  | Ь                  | Ь                  | Ь                  | Ь                  | Ь                  | ഗ          | Ь      | Ь            | Lev     |       |       |
|        | ep      | -        | 2           | ო                  | 4              | 5                  | 9                  | 7                  | ω                  | 6                  | 10                 | 11                 | 12                 | 13                 | 14         | 15     | 16           |         |       |       |

Proposed Hourly Rate - Technical and Skilled Craft - 2010-2011 Schedule

Step

| 12 Month Staff |          |           |  |  |  |  |  |  |  |
|----------------|----------|-----------|--|--|--|--|--|--|--|
| Group          | Base     | Max       |  |  |  |  |  |  |  |
| B2             | \$32,274 | \$45,184  |  |  |  |  |  |  |  |
| B1             | \$35,026 | \$49,037  |  |  |  |  |  |  |  |
| C3             | \$35,921 | \$50,289  |  |  |  |  |  |  |  |
| C2             | \$39,334 | \$55,068  |  |  |  |  |  |  |  |
| C1             | \$41,864 | \$58,610  |  |  |  |  |  |  |  |
| D3             | \$46,709 | \$65,392  |  |  |  |  |  |  |  |
| D2             | \$58,475 | \$81,864  |  |  |  |  |  |  |  |
| D1             | \$76,122 | \$102,764 |  |  |  |  |  |  |  |
| Е              | \$96,147 | \$129,798 |  |  |  |  |  |  |  |
|                |          |           |  |  |  |  |  |  |  |

| 11 Month Staff |          |          |  |  |  |  |  |  |
|----------------|----------|----------|--|--|--|--|--|--|
| B2             | \$29,171 | \$40,841 |  |  |  |  |  |  |
| B1             | \$31,659 | \$44,323 |  |  |  |  |  |  |
| C3             | \$32,468 | \$45,454 |  |  |  |  |  |  |
| C2             | \$35,553 | \$49,773 |  |  |  |  |  |  |
| C1             | \$37,840 | \$52,976 |  |  |  |  |  |  |

| 10 Month Staff |          |          |  |  |  |  |  |  |
|----------------|----------|----------|--|--|--|--|--|--|
| B2             | \$26,688 | \$37,363 |  |  |  |  |  |  |
| B1             | \$28,964 | \$40,549 |  |  |  |  |  |  |
| C3             | \$29,704 | \$41,585 |  |  |  |  |  |  |
| C2             | \$32,526 | \$45,537 |  |  |  |  |  |  |
| C1             | \$34,619 | \$48,466 |  |  |  |  |  |  |

- Exempt Positions by Salary Group
- B2 Center Manager
  - B2 Financial Aid Advisor/Technician
  - B2 IS Department Manager
  - B2 Lead Technician for Technical Services
  - B2 Technical Designer/Production Manager
  - B1 Associate Librarian
  - B1 Bookstore Manager
  - B1 Campus Manager
- B1 Small Business Analyst
- C3 Academic Advisor
- C3 Carl Perkins Grant Manager
- C2 Apache Families First Coordinator
- C2 Assistant to the President
- C2 Carl Perkins Grant Manager
- C2 Coordinator of High School Programs
- C2 Head Librarian
- C2 Media Relations Coordinator
- C2 Payroll Supervisor
- C1 ABE Special Sites Coordinator
- C1 ADOC Program Coordinator
- C1 Small Business and Industry Training Coordinator
- C1 Coordinator of Community Education
- C1 Coordinator of Student Services Info Systems
- C1 Disabilities Resource & Access Coordinator
- C1 Institutional Research Analyst
- C1 System Analyst/Programmer
- D3 Apache County Coordinator
- D3 Director of Financial Aid
- D3 Director of Small Business Development Center
- D3 Executive Director NPC Foundation
- D2 Controller
- D2 Director of Developmental Services
- D2 Director of Enrollment Services
- D2 Director of Facilities and Vehicles
- D2 Director of Marketing & Public Relations
- D1 Dean of Arts and Sciences
- D1 Dean of Career and Technical Education
- D1 Dean of Nursing & Allied Health
- D1 Director of Financial Services
- D1 Director of Human Resources
- D1 Director of Information Services
- E Vice President for Administrative Services
- E Vice President for Learning & Student Services

Step=3% Grade=1.8% Base \$38,898

| 1          |       |       | \$46,495 | \$47,890 | \$49,326 | \$50,806 | \$52,330 | \$53,900 | \$55,517 | \$57,183 | \$58,898 | \$60,665 | \$62,485 | \$64,360 | \$66,290 | \$68,279 | \$70,327 | \$72,437 | \$74,610 |
|------------|-------|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 10         |       |       | \$45,673 | \$47,043 | \$48,454 | \$49,908 | \$51,405 | \$52,947 | \$54,535 | \$56,172 | \$57,857 | \$59,592 | \$61,380 | \$63,222 | \$65,118 | \$67,072 | \$69,084 | \$71,156 | \$73,291 |
| თ          |       |       | \$44,865 | \$46,211 | \$47,597 | \$49,025 | \$50,496 | \$52,011 | \$53,571 | \$55,178 | \$56,834 | \$58,539 | \$60,295 | \$62,104 | \$63,967 | \$65,886 | \$67,862 | \$69,898 | \$71,995 |
| 8          |       |       | \$44,072 | \$45,394 | \$46,756 | \$48,158 | \$49,603 | \$51,091 | \$52,624 | \$54,203 | \$55,829 | \$57,504 | \$59,229 | \$61,006 | \$62,836 | \$64,721 | \$66,662 | \$68,662 | \$70,722 |
| 7          |       |       | \$43,292 | \$44,591 | \$45,929 | \$47,307 | \$48,726 | \$50,188 | \$51,693 | \$53,244 | \$54,842 | \$56,487 | \$58,181 | \$59,927 | \$61,725 | \$63,576 | \$65,484 | \$67,448 | \$69,472 |
| 9          |       |       | \$42,527 | \$43,803 | \$45,117 | \$46,470 | \$47,864 | \$49,300 | \$50,779 | \$52,303 | \$53,872 | \$55,488 | \$57,153 | \$58,867 | \$60,633 | \$62,452 | \$64,326 | \$66,256 | \$68,243 |
| 5          |       |       | \$41,775 | \$43,028 | \$44,319 | \$45,649 | \$47,018 | \$48,429 | \$49,882 | \$51,378 | \$52,919 | \$54,507 | \$56,142 | \$57,826 | \$59,561 | \$61,348 | \$63,188 | \$65,084 | \$67,037 |
| 4          |       |       | \$41,036 | \$42,267 | \$43,535 | \$44,842 | \$46,187 | \$47,572 | \$49,000 | \$50,470 | \$51,984 | \$53,543 | \$55,149 | \$56,804 | \$58,508 | \$60,263 | \$62,071 | \$63,933 | \$65,851 |
| б          |       |       | \$40,311 | \$41,520 | \$42,766 | \$44,049 | \$45,370 | \$46,731 | \$48,133 | \$49,577 | \$51,064 | \$52,596 | \$54,174 | \$55,800 | \$57,474 | \$59,198 | \$60,974 | \$62,803 | \$64,687 |
| 0          |       |       | \$39,598 | \$40,786 | \$42,010 | \$43,270 | \$44,568 | \$45,905 | \$47,282 | \$48,701 | \$50,162 | \$51,666 | \$53,216 | \$54,813 | \$56,457 | \$58,151 | \$59,896 | \$61,692 | \$63,543 |
| Grade<br>1 |       |       | \$38,898 | \$40,065 | \$41,267 | \$42,505 | \$43,780 | \$45,093 | \$46,446 | \$47,839 | \$49,275 | \$50,753 | \$52,275 | \$53,844 | \$55,459 | \$57,123 | \$58,836 | \$60,602 | \$62,420 |
| Step       | τ ο σ | 4 ი ი | 7        | ω        | <b>б</b> | 10       | 11       | 12       | 13       | 14       | 15       | 16       | 17       | 18       | 19       | 20       | 21       | 22       | 23       |

Associate Faculty Rate/Load Unit Level Amt Level 1 \$600 Level 2 \$620 Level 3 \$640

Substitute Rate \$20.00/hr

|         | 5 6 7 8 9 10 11 | \$ 12.85 \$ 13.20 \$ 13.55 \$ 13.90 \$ 14.25 \$ 14. | 13.20 \$ 13.55 \$ 13.90 \$ 14.25 \$ 14.60 | 13.55 \$ 13.90 \$ 14.25 \$ 14.60 \$ 14.95 \$ 15. | .90 \$ 14.25 \$ 14.60 \$ 14.95 \$ 15.30 \$ 15 | 14.25 \$ 14.60 \$ 14.95 \$ 15.30 \$ 15.65 \$ 16 | 14.60 \$ 14.95 \$ 15.30 \$ 15.65 \$ 16.00 \$ 1 | 14.95 \$ 15.30 \$ 15.65 \$ 16.00 \$ 16.35 \$ 16 | 15.30 \$ 15.65 \$ 16.00 \$ 16.35 \$ 16.70 \$ 17 | 15.65 \$ 16.00 \$ 16.35 \$ 16.70 \$ 17.05 \$ 17 | 16.00 \$ 16.35 \$ 16.70 \$ 17.05 \$ 17.40 \$ 17 | 16.35 \$ 16.70 \$ 17.05 \$ 17.40 \$ 17.75 \$ 18 | 16.70 \$ 17.05 \$ 17.40 \$ 17.75 \$ 18.10 | 17.05 \$ 17.40 \$ 17.75 \$ 18.10 \$ 18.45 \$ 1 | 17.40 \$ 17.75 \$ 18.10 \$ 18.45 \$ 18.80 \$ 19. | 17.75 \$ 18.10 \$ 18.45 \$ 18.80 \$ 19.15 | 18.10 \$ 18.45 \$ 18.80 \$ 19.15 \$ 19.50 |         |         | Level 3 |
|---------|-----------------|---|---|--|---|---|--|---|---|---|---|---|---|--|--|---|---|---------|---------|---------|
|         |                 | \$ 12.50  | 12.                                       | 13.  | \$ 13.55                                      | 13.   | \$ 14.25                                       | \$ 14.60  | \$ 14.95  | \$ 15.30  | 15.   | \$ 16.00  | \$ 16.35                                  | \$ 16.70                                       | \$ 17.05   | \$ 17.40                                  | \$ 17.75                                  |         |         |         |
|         | 3 4             | 11.80 \$ 12.15 \$ 12.                               | 12.15 \$ 12.50 \$ 12.                     | 12.50 \$ 12.85 \$ 13.                            | \$ 13.20 \$ 13.                               | 13.20 \$ 13.55 \$ 13.                           | 13.55 \$ 13.90 \$ 14.                          | 13.90 \$ 14.25 \$ 14.                           | 14.25 \$ 14.60 \$ 14                            | 14.60 \$ 14.95 \$ 15.                           | 14.95 \$ 15.30 \$ 15.                           | 15.30 \$ 15.65 \$ 16.                           | 15.65 \$ 16.00 \$ 16.                     | 16.00 \$ 16.35 \$ 16.                          | 16.35 \$ 16.70 \$ 17                             | 16.70 \$ 17.05 \$ 17.                     | 17.05 \$ 17.40 \$ 17                      |         | Level 2 |         |
| Grade > |                 | 11.45 \$ 11.80 \$ 12.15 \$ 12.                      | 11.45 \$ 11.80 \$ 12.15 \$ 12.50 \$ 12.   | 11.80 \$ 12.15 \$ 12.50 \$ 12.85 \$ 13.          | .50 \$ 12.85 \$ 13.20 \$ 13.                  | 12.50 \$ 12.85 \$ 13.20 \$ 13.55 \$ 13.         | 12.85 \$ 13.20 \$ 13.55 \$ 13.90 \$ 14.        | 13.20 \$ 13.55 \$ 13.90 \$ 14.25 \$ 14.         | 13.55 \$ 13.90 \$ 14.25 \$ 14.60 \$ 14.         | 13.90 \$ 14.25 \$ 14.60 \$ 14.95 \$ 15.         | 14.25 \$ 14.60 \$ 14.95 \$ 15.30 \$ 15.         | 14.60 \$ 14.95 \$ 15.30 \$ 15.65 \$ 16.         | 14.95 \$ 15.30 \$ 15.65 \$ 16.00 \$ 16.   | 15.30 \$ 15.65 \$ 16.00 \$ 16.35 \$ 16.        | 15.65 \$ 16.00 \$ 16.35 \$ 16.70 \$ 17           | 16.00 \$ 16.35 \$ 16.70 \$ 17.05 \$ 17.   | 16.70 \$ 17.05 \$ 17.40 \$ 17             | Level 1 |         |         |

Proposed Hourly Rate - Technical and Skilled Craft - 2009-2010 Schedule

|--|

Hourly Rate - Nonexempt Staff for 2009-2010 Budget Year

Step

|       | 12 Month S | Staff     |
|-------|------------|-----------|
| Group | Base       | Max       |
| B2    | \$32,933   | \$46,106  |
| B1    | \$35,741   | \$50,038  |
| C3    | \$36,654   | \$51,315  |
| C2    | \$40,137   | \$56,192  |
| C1    | \$42,718   | \$59,806  |
| D3    | \$47,662   | \$66,727  |
| D2    | \$59,668   | \$83,535  |
| D1    | \$77,675   | \$104,861 |
| E     | \$98,109   | \$132,447 |

|       | 10 Month S | Staff    |
|-------|------------|----------|
| Group | Base       | Max      |
| B2    | \$27,233   | \$38,126 |
| B1    | \$29,555   | \$41,377 |
| C3    | \$30,310   | \$42,434 |
| C2    | \$33,190   | \$46,466 |
| C1    | \$35,325   | \$49,455 |
| D3    | \$39,413   | \$55,178 |
| D2    | \$49,341   | \$69,077 |

- Exempt Positions by Salary Group
- B2 Center Manager
- B2 Financial Aid Advisor/Technician
- B2 Lead Technician for Technical Services
- B2 IS Department Manager
- B1 Associate Librarian
- B1 Bookstore Manager
- B1 Business Office Manager
- B1 Campus Manager
- B1 Small Business Analyst
- C3 Academic Advisor
- C3 Career Services Advisor & GED Chief Examiner
- C3 Carl Perkins Grant Manager
- C3 High School Programs Advisor
- C2 Assistant to the President
- C2 Head Librarian
- C2 Media Relations Coordinator
- C2 Payroll Supervisor
- C1 Coord of Community Education
- C1 Business and Industry Training Coordinator
- C1 Coord of Student Services Information Systems
- C1 Disabilities Resource & Access Coordinator
- C1 DOC Program Coordinator
- C1 Institutional Research Analyst
- C1 System Analyst/Programmer
- D3 Exec Dir NPC Foundation
- D3 Director of Financial Aid
- D3 Director of Small Business Development Center
- D3 Apache County Program Coordinator
- D2 Controller
- D2 Director of Developmental Services
- D2 Director of Facilities and Vehicles
- D2 Director of Enrollment Services
- D2 Director of Marketing & Recruitment
- D1 Dean of Arts and Sciences
- D1 Dean of Career and Technical Education
- D1 Dean of Nursing Programs
- D1 Director of Financial Services
- D1 Director of Human Resources
- D1 Director of Information Services
- E Vice President for Administrative Services
- E Vice President for Learning & Student Services

|  | Exempt Positions by Salary Group  |
|--|---|
|  |   |
| B2   | Center Manager  |
| B2   | Financial Aid Advisor/Technician  |
| B2   | Information Services Manager  |
| B2   | Lead Technician for Technical Services  |
| B2   | Network Support Technician  |
| B2   | Technical Designer/Production Manager   |
| БИ   | Accession Librarian   |
| B1<br>B1   | Associate Librarian   |
| B1   | Bookstore Manager<br>Campus Manager   |
| B1   | Small Business Analyst  |
| ы  | Sinai Dusiless Analyst  |
| C3   | Academic Advisor  |
| C3   | Carl Perkins Grant Manager  |
| C3   | Recruitment Advisor   |
| 00   |   |
| C2   | Apache Families First Coordinator   |
| C2   | Assistant to the President  |
| C2   | Biology Lab Manager   |
| C2   | Coordinator of High School Programs   |
| C2   | General Ledger Accountant   |
| C2   | Head Librarian  |
| C2   | Media Relations Coordinator   |
| C2   | Payroll Supervisor  |
|  |   |
| C1   | ABE Special Sites Coordinator   |
| C1   | ADOC Program Coordinator  |
| -  |   |
| C1   | Business and Industry Training Coordinator  |
| C1<br>C1   | Business and Industry Training Coordinator<br>Coordinator of Community Education  |
| C1<br>C1<br>C1   | Business and Industry Training Coordinator<br>Coordinator of Community Education<br>Coordinator of Student Services Info Systems  |
| C1<br>C1<br>C1<br>C1<br>C1   | Business and Industry Training Coordinator<br>Coordinator of Community Education<br>Coordinator of Student Services Info Systems<br>Disabilities Resource & Access Coordinator  |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1   | Business and Industry Training Coordinator<br>Coordinator of Community Education<br>Coordinator of Student Services Info Systems<br>Disabilities Resource & Access Coordinator<br>Institutional Research Analyst  |
| C1<br>C1<br>C1<br>C1<br>C1   | Business and Industry Training Coordinator<br>Coordinator of Community Education<br>Coordinator of Student Services Info Systems<br>Disabilities Resource & Access Coordinator  |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>C1   | Business and Industry Training Coordinator<br>Coordinator of Community Education<br>Coordinator of Student Services Info Systems<br>Disabilities Resource & Access Coordinator<br>Institutional Research Analyst<br>System Analyst/Programmer   |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3   | Business and Industry Training Coordinator<br>Coordinator of Community Education<br>Coordinator of Student Services Info Systems<br>Disabilities Resource & Access Coordinator<br>Institutional Research Analyst<br>System Analyst/Programmer<br>Apache County Coordinator  |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3   | Business and Industry Training CoordinatorCoordinator of Community EducationCoordinator of Student Services Info SystemsDisabilities Resource & Access CoordinatorInstitutional Research AnalystSystem Analyst/ProgrammerApache County CoordinatorDirector of Financial Aid   |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3<br>D3<br>D3   | Business and Industry Training CoordinatorCoordinator of Community EducationCoordinator of Student Services Info SystemsDisabilities Resource & Access CoordinatorInstitutional Research AnalystSystem Analyst/ProgrammerApache County CoordinatorDirector of Financial AidDirector of Small Business Development Center  |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3   | Business and Industry Training CoordinatorCoordinator of Community EducationCoordinator of Student Services Info SystemsDisabilities Resource & Access CoordinatorInstitutional Research AnalystSystem Analyst/ProgrammerApache County CoordinatorDirector of Financial Aid   |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3<br>D3<br>D3<br>D3   | Business and Industry Training Coordinator<br>Coordinator of Community Education<br>Coordinator of Student Services Info Systems<br>Disabilities Resource & Access Coordinator<br>Institutional Research Analyst<br>System Analyst/Programmer<br>Apache County Coordinator<br>Director of Financial Aid<br>Director of Small Business Development Center<br>Executive Director NPC Foundation   |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3<br>D3<br>D3<br>D3<br>D3   | Business and Industry Training CoordinatorCoordinator of Community EducationCoordinator of Student Services Info SystemsDisabilities Resource & Access CoordinatorInstitutional Research AnalystSystem Analyst/ProgrammerApache County CoordinatorDirector of Financial AidDirector of Small Business Development CenterExecutive Director NPC FoundationController   |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3<br>D3<br>D3<br>D3<br>D2<br>D2<br>D2   | Business and Industry Training CoordinatorCoordinator of Community EducationCoordinator of Student Services Info SystemsDisabilities Resource & Access CoordinatorInstitutional Research AnalystSystem Analyst/ProgrammerApache County CoordinatorDirector of Financial AidDirector of Small Business Development CenterExecutive Director NPC FoundationControllerDirector of Developmental Services   |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3<br>D3<br>D3<br>D3<br>D3<br>D3<br>D3<br>D3<br>D2<br>D2<br>D2<br>D2   | Business and Industry Training CoordinatorCoordinator of Community EducationCoordinator of Student Services Info SystemsDisabilities Resource & Access CoordinatorInstitutional Research AnalystSystem Analyst/ProgrammerApache County CoordinatorDirector of Financial AidDirector of Small Business Development CenterExecutive Director NPC FoundationControllerDirector of Developmental ServicesDirector of Enrollment Services  |
| C1<br>C1<br>C1<br>C1<br>C1<br>C1<br>D3<br>D3<br>D3<br>D3<br>D3<br>D2<br>D2<br>D2   | Business and Industry Training CoordinatorCoordinator of Community EducationCoordinator of Student Services Info SystemsDisabilities Resource & Access CoordinatorInstitutional Research AnalystSystem Analyst/ProgrammerApache County CoordinatorDirector of Financial AidDirector of Small Business Development CenterExecutive Director NPC FoundationControllerDirector of Developmental Services   |
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### 2010-2011

|                      | Faculty | Classified<br>Staff | Admin<br>Staff |
|----------------------|---------|---------------------|----------------|
| Average              | 0.73%   | 0.73%               | 0.73%          |
| Yavapai              | 2.00%   | 2.00%               | 2.00%          |
| NPC                  | -2.00%  | -2.00%              | -2.00%         |
| Coconino             | 0.45%   | 0.45%               | 0.45%          |
| Eastern              | 0.45%   | 0.45%               | 0.45%          |
| Arizona Western      | 0.45%   | 0.45%               | 0.45%          |
| Central              | 2.00%   | 2.00%               | 2.00%          |
| Cochise*             | 0.45%   | 0.45%               | 0.45%          |
| Mohave               | 2.40%   | 2.40%               | 2.40%          |
| Pima                 | 0.45%   | 0.45%               | 0.45%          |
| Maricopa             | 0.60%   | 0.60%               | 0.60%          |
|                      |         |                     |                |
| NPC var from Average | -2.73%  | -2.73%              | -2.73%         |

### 2011-2012

|                      | Faculty | Classified<br>Staff | Admin<br>Staff |
|----------------------|---------|---------------------|----------------|
| Average              | 1.73%   | 1.38%               | 1.38%          |
| Yavapai              | 4.13%   | 3.60%               | 3.60%          |
| NPC                  | 2.00%   | 2.00%               | 2.00%          |
| Coconino             | 3.90%   | 0.90%               | 0.90%          |
| Eastern              | 0.00%   | 0.00%               | 0.00%          |
| Arizona Western      | 2.00%   | 2.00%               | 2.00%          |
| Central              | 0.90%   | 0.90%               | 0.90%          |
| Cochise*             | 0.90%   | 0.90%               | 0.90%          |
| Mohave               | 2.00%   | 2.00%               | 2.00%          |
| Pima                 | 1.50%   | 1.50%               | 1.50%          |
| Maricopa             | 0.00%   | 0.00%               | 0.00%          |
| NPC var from Average | 0.27%   | 0.62%               | 0.62%          |
| 2YR Var from Average | -2.46%  | -2.11%              | -2.11%         |

\* Plus \$500

### BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2011 – 2012

| ACTIVITY  | RESOURCE        | DUE BY                |
|---|-----------------|-----------------------|
| 1. Receive overview and schedule                                  | <del>DGB</del>  | <del>18 January</del> |
| 2. Prepare revenue estimates                                      | Hatch/Ellison   | 4 February            |
| 3. Departmental budget material distributed                       | Ellison         | 11 February           |
| 4. Receive tuition and fee schedules                              | <del>DGB</del>  | 15 February           |
| 5. Departmental budgets received                                  | Executive Team  | <del>1 March</del>    |
| 6. Executive review of budget                                     | Executive Team  | <del>7 March</del>    |
| 7. Tuition and fee schedules approved                             | DGB             | 15 March              |
| 8. Receive preliminary budget analysis                            | DGB             | 15 March              |
| 9. Receive wage and salary recommendation                         | DGB             | 15 March              |
| 10. Budget hearings   | Budget Managers | 18 March              |
| 11. Receive complete budget analysis                              | DGB             | 19 April              |
| 12. Approve budget publication                                    | DGB             | 19 April              |
| 13. Approve salary schedules                                      | DGB             | 19 April              |
| 14. Tentative budget adopted                                      | DGB             | 19 April              |
| 15. Notice of budget public hearing/TNT hearing first published   | Hatch/Ellison   | 29 April              |
| 16. Notice of TNT hearing second publication                      | Hatch/Ellison   | 6 May                 |
| 17. Notice of budget public hearing/TNT hearing final publication | Hatch/Ellison   | 11 May                |
| 18. Public hearing conducted for taxpayers                        | DGB             | 17 May                |
| 19. Final budget adopted  | DGB             | 17 May                |
| 20. Notify PTOC of the amount of the primary property tax levied  | Hatch/Ellison   | 18 May                |
| 21. Submit Tax levy to Navajo County                              | Hatch/Ellison   | 18 May                |

March 21 – 25 Spring Break May 14 Commencement May 30 Memorial Day

### 2011-2012 Preliminary Budget Analysis

The 2011-12 budget development process is on target. Staff will discuss the following items in the preliminary budget analysis and answer questions.

- 1. Strategic plan priorities and linkages
- 2. General Fund revenue estimates

| Primary property tax:       | \$12,710,000 | + \$772,000  |
|-----------------------------|--------------|--------------|
| Tuition:                    | \$4,200,000  | - \$435,000  |
| Out-of-County Reimbursement | \$600,000    | No change    |
| State Aid:                  | \$8,172,000  | -\$2,032,000 |
| Investment earnings:        | \$125,000    | No change    |
| Grants and Contracts:       | \$750,000    | No change    |
| Other:                      | \$100,000    | No change    |

|    | Total revenues:       | \$26,657,00   | 00           | (decrease \$1,105,000) |
|----|-----------------------|---------------|--------------|------------------------|
| 3. | General fund transfer | s out:        | \$3,300,000  | (no change)            |
| 4. | General fund conting  | ency:         | \$3,000,000  | (increase \$1,000,000) |
| 5. | General fund expend   | iture target: | \$20,300,000 | (decrease \$2,000,000) |

- 6. Unrestricted plant fund (capital)
  - a. Revenue limited to general fund transfer: \$2,550,000 (no change)
  - b. Expenditure target: \$2,000,000
- 7. Restricted fund (grants and student federal financial aid)
  - a. General fund transfer remains same
  - b. Anticipate increases in all revenue and expenditure categories
    - i. Increased grant opportunities
    - ii. Increased federal financial aid awards
  - c. Building Workforce Development (Proposition 301) construction fund.
- 8. Auxiliary fund
  - a. General fund transfer remains same
  - b. Community Services
  - c. Business & Industry Training
- 9. Implications of additional cuts to Universities
- 10. Implications of rolling of State Aid fourth quarter
- 11. Implications of Getting AHEAD
- 12. Expenditure limitation

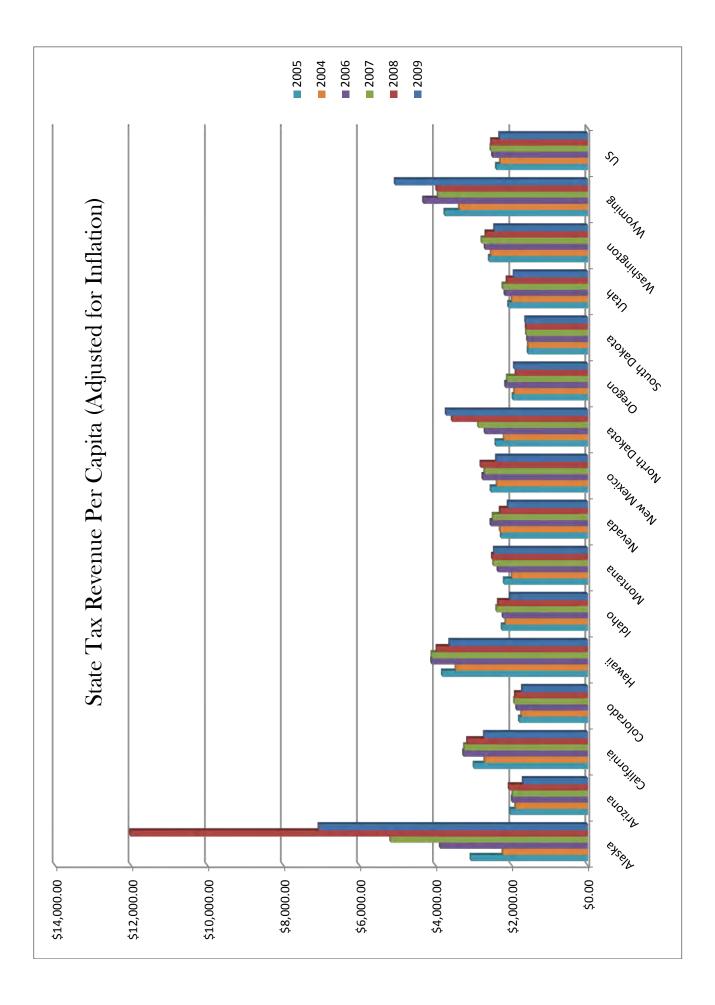
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### Figure 15 Background Table State Tax Revenue Per Capita (Adjusted for Inflation)

| State        | 2009       | 2008        | 2007       | 2006       | 2005       | 2004       |
|--------------|------------|-------------|------------|------------|------------|------------|
|              |            |             |            |            |            |            |
| Alaska       | \$7,066.44 | \$12,018.70 | \$5,176.97 | \$3,874.93 | \$3,074.33 | \$2,233.57 |
| Arizona      | \$1,699.54 | \$2,070.59  | \$1,973.54 | \$1,988.72 | \$2,036.16 | \$1,899.38 |
| California   | \$2,723.04 | \$3,163.94  | \$3,245.41 | \$3,270.90 | \$2,992.65 | \$2,712.30 |
| Colorado     | \$1,721.86 | \$1,908.63  | \$1,930.08 | \$1,872.93 | \$1,801.03 | \$1,740.59 |
| Hawaii       | \$3,625.67 | \$3,960.20  | \$4,093.73 | \$4,099.44 | \$3,820.51 | \$3,461.22 |
| Idaho        | \$2,044.62 | \$2,354.07  | \$2,395.60 | \$2,230.68 | \$2,255.78 | \$2,158.75 |
| Montana      | \$2,460.37 | \$2,512.01  | \$2,479.76 | \$2,363.89 | \$2,201.16 | \$1,991.72 |
| Nevada       | \$2,097.69 | \$2,305.57  | \$2,493.92 | \$2,550.02 | \$2,279.08 | \$2,304.94 |
| New Mexico   | \$2,405.58 | \$2,813.57  | \$2,710.92 | \$2,762.51 | \$2,547.67 | \$2,388.28 |
| North Dakota | \$3,718.70 | \$3,561.65  | \$2,876.21 | \$2,704.46 | \$2,419.96 | \$2,201.37 |
| Oregon       | \$1,932.50 | \$1,888.37  | \$2,117.78 | \$2,163.80 | \$1,967.91 | \$1,928.06 |
| South Dakota | \$1,636.04 | \$1,620.75  | \$1,615.48 | \$1,587.63 | \$1,571.36 | \$1,565.44 |
| Utah         | \$1,940.54 | \$2,127.34  | \$2,234.33 | \$2,181.90 | \$2,084.21 | \$1,991.51 |
| Washington   | \$2,453.48 | \$2,683.16  | \$2,788.08 | \$2,701.34 | \$2,592.45 | \$2,543.71 |
| Wyoming      | \$5,059.58 | \$3,969.17  | \$3,931.40 | \$4,314.80 | \$3,754.42 | \$3,370.81 |
| US           | \$2,321.21 | \$2,535.92  | \$2,550.53 | \$2,507.29 | \$2,405.54 | \$2,299.66 |

Note: Inflation-adjusted using the CPI-U series from the Bureau of Labor Statistics (2008 Dollars). The value for the WICHE region is a simple average of the member sta As defined by the Census Bureau, "taxes" include "all compulsory contributions exacted by a government for public purposes, except employee assessme compulsory fees, including those that are imposed for regulatory purposes, as well as those designated to provide revenue. Tax revenue is further defined to include re penalty and interest receipts of a government, but to exclude protested amounts and refunds. The deduction from gross collections of amounts refunded is particularly significant with respect to motor fuel sales taxes ("gasoline" taxes) and individual income taxes." Beginning in 2006, the source report no longer separately provided pe unemployment compensation "taxes" imposed by each of the state governments and the District of Columbia. Included, however, are all receipts from licenses and for retirement and social insurance purposes, which are classified as insurance trust revenue. Outside the scope of this report, accordingly, are collections for the capita tax revenues; these were calculated using the Census Bureau's state population estimates.

Source: U.S. Census Bureau, State Government Tax Collections Report. U.S. Census Bureau, National and State Population Estimates (Table NST-EST2009–01).



### **COMMUNITY COLLEGE ATTRIBUTES**

Arizona Western College

- Non-distributed system
- Relationship of long duration with NAU
- Residential with dining
- Athletics (football, volleyball, soccer, basketball, baseball, softball)
- Conference Center
- Strong foundation
- Distance (online only)
- Strong industry partnerships

### Central Arizona College

- Non-distributed
- Three locations
- Strong foundation
- AQIP with HLC
- Recruits international students
- Distance online only
- On campus housing and food
- Campus police
- Intramural sports
- Service learning
- Childcare at two locations
- Corporate Center
- Skills Center
- Athletics (large number of sports)

### Coconino Community College

- Non-distributed
- Basically three locations (2 in Flagstaff, 1 in Page)
- CCC2NAU agreement including joint admissions

### Cochise College

- Non-distributed
- Distance online
- Failing UofA partnership
- Huge military enrollment
- Residence and food service
- International recruiting
- Athletics (soccer, rodeo, basketball, baseball, softball)

### Eastern Arizona College

- Non-distributed
- Very residential, food service
- AQIP with HLC
- Distance online
- Wellness Center
- Strong foundation
- Strong alumni association
- Athletics (multiple)
- Athletic facilities (swim pool, football field, softball field, golf course, tennis courts, gym)
- Intramural sports

Maricopa Community College District

• Everything – what can I say

### Mohave Community College

- Non-distributed
- Four campuses
- MCC2NAU agreement
- Distance includes online and video
- Northland Pioneer College
- Distributed

### Pima Community College

- Non-distributed
- Urban amenities

### Yavapai College

- Non-distributed
- Residence halls and food service
- Pool, gym, tennis courts and other outdoor facilities
- Strong foundation
- Athletics (baseball, basketball\*, soccer, softball, volleyball
- Health Center
- Strong industry partnerships

### Request to Approve Adjustment to Fiscal Year 2009-10 Adopted Budget

### **Recommendation:**

Staff recommends approval of the adjustments to the fiscal year 2009-10 adopted budget.

### **Summary:**

The Annual Budgeted Expenditure Limitation Reports (ABELR) for the fiscal year ending 2010 incorporates adjustments to reconcile the budgeted expenditures with the actual expenditures for the fiscal year. The details of the budget adjustments are included in the attached document.

The 2010 ABELR has been audited by the independent auditing firm of Heinfeld, Meech & Co. and a copy of the audited report is also attached. The report indicates expenditures for the fiscal year were \$1,307,817 below the statutory expenditure limitation, with \$3,286,414 carried forward to future years.

The amounts carried forward will potentially provide additional flexibility in addressing future expenditure limitation issues.



### **Adjustment to Fiscal Year 2010 Adopted Budget**

The proposed adjustment to the adopted budget is an outcome of the completed financial audit for the fiscal year ended June 30, 2010. The adjustment produced a favorable variance in the expenditure limitation report for the same year. The expenditure limitation report has been finalized by Heinfeld, Meech & CO., P.C. and has been submitted to the Auditor General.

The adopted budget in the fiscal year ended June 30, 2010 for the General Fund, Auxiliary Enterprises Fund, Restricted Fund, and Unexpended Plant Fund were \$24,391,483, \$1,370,000, \$5,050,000, and \$3,025,000, respectively. As the District did not spend all of the General Fund, Auxiliary Enterprises Fund, and Unexpended Plant Fund, as of June 30, 2010, the budgets for these funds were reduced to the actual expenditure amounts of \$16,844,260, \$1,286,565, and \$602,021, respectively. The District overspent its budget in the Restricted Fund. The budget for this fund was increased to the actual expenditure amount of \$5,715,625.

The following summarizes the original adopted budget, the revisions, and the actual expenditures reported for the year ended June 30, 2010.

|                   |              | Auxiliary   |             |              |                |
|-------------------|--------------|-------------|-------------|--------------|----------------|
|                   |              | Enterprises | Restricted  | Unexpended   |                |
|                   | General Fund | Fund        | Fund        | Plant Fund   | Total          |
| Adopted Budget    | \$24,391,483 | \$1,370,000 | \$5,050,000 | \$ 3,025,000 | \$33,836,483   |
| Budget Adjustment | (7,547,223)  | (83,435)    | 665,625     | (2,422,979)  | \$ (9,388,012) |
| Revised Budget    | 16,844,260   | 1,286,565   | 5,715,625   | 602,021      | \$24,448,471   |
| Actual Expenses   | 16,844,260   | 1,286,565   | 5,715,625   | 602,021      | \$24,448,471   |
| Variance          | \$ -         | \$-         | \$-         | \$ -         | \$ -           |



Northland Pioneer College

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT (NORTHLAND PIONEER COLLEGE) REPORT ON AUDIT OF ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT YEAR ENDED JUNE 30, 2010

## NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT (NORTHLAND PIONEER COLLEGE) REPORT ON AUDIT OF ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT YEAR ENDED JUNE 30, 2010

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|---|------|
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| Annual Budgeted Expenditure Limitation Report - Part I  | 2    |
| Annual Budgeted Expenditure Limitation Report - Part II | 3    |
| Notes to Annual Budgeted Expenditure Limitation Report  | 4    |



## INDEPENDENT AUDITORS' REPORT

The Auditor General of the State of Arizona

The Governing Board of Navajo County Community College District

We have audited the accompanying Annual Budgeted Expenditure Limitation Report of Navajo County Community College District for the year ended June 30, 2010. This report is the responsibility of the District's management. Our responsibility is to express an opinion on this report based on our audit.

We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the report is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the report. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall report presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Annual Budgeted Expenditure Limitation Report was prepared for the purpose of complying with the uniform expenditure reporting system as discussed in Note 1, and is not intended to be a presentation in conformity with U.S. generally accepted accounting principles.

In our opinion, the Annual Budgeted Expenditure Limitation Report of Navajo County Community College District for the year ended June 30, 2010, referred to above presents fairly, in all material respects, the information required by the uniform expenditure reporting system on the basis of accounting described in Note 1.

This report is intended solely for the information and use of the members of the Arizona State Legislature, the Governing Board, management and others within the District, and for filing with the Auditor General of the State of Arizona, and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

Heinfeld, melch & Co., P.C.

HEINFELD, MEECH & CO., P.C. Certified Public Accountants

February 2, 2011

## NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT - PART I YEAR ENDED JUNE 30, 2010

| 1. | Economic Estimates Commission expenditure limitation   |               | \$ | 16,823,427 |
|----|--|---------------|----|------------|
| 2. | Total amount subject to the expenditure limitation (from<br>Part II, Line C)                                   | \$ 15,938,347 |    |            |
| 3. | Less expenditures of monies received pursuant to Arizona.<br>Revised Statutes §15-1472 (workforce development) | 422,737       |    |            |
| 4. | Adjusted amount subject to the expenditure limitation  |               | _  | 15,515,610 |
| 5. | Amount under the expenditure limitation  |               | \$ | 1,307,817  |

I hereby certify, to the best of my knowledge and belief, that the information contained in this report is accurate and in accordance with the requirements of the uniform expenditure reporting system.

Signature of Chief Fiscal Officer:

Name and Title: V. Blaine Hatch, Vice President for Administrative Services

Telephone Number: (928) 524-7640 Date: February 2, 2011

See accompanying notes to report.

|   |               | Current Funds            | 1            | Flant Funds | T             |
|---|---------------|--------------------------|--------------|-------------|---------------|
|   | Unres         | Unrestricted             |              |             |               |
| Description   | General       | Auxiliary<br>Enterprises | Restricted   | Unexpended  | Total         |
| A. Total budgeted expenditures  | \$ 16,844,260 | \$ 1,286,565             | \$ 5,715,625 | \$ 602,021  | \$ 24,448,471 |
| B. Less exclusions claimed:   |               |                          |              |             |               |
| 1. Dividends, interest, and gains on the sale or redemption<br>of investment securities (Note 2)  | 116,824       |                          |              |             | 116,824       |
| 2. Grants and aid from the Federal government (Note 3)  | 180,016       |                          | 4,673,264    |             | 4,853,280     |
| <ol> <li>Grants, aid, contributions, or gifts from a private agency,<br/>organization, or individual, except amounts received<br/>in lieu of taxes</li> </ol> |               |                          | 450,763      |             | 450,763       |
| <ol> <li>Amounts accumulated for the purchase of land, and the<br/>purchase or construction of buildings or improvements (Note 4)</li> </ol>                  |               |                          | 227,952      |             | 227,952       |
| 5. Contracts with other political subdivisions (Note 3)   | 1,971,263     |                          |              |             | 1,971,263     |
| 6. Tuition and fees (Note 5)  | 526,396       |                          | 363,646      |             | 890,042       |
| Total exclusions claimed  | 2,794,499     |                          | 5,715,625    |             | 8,510,124     |
| C. Amounts subject to the expenditure limitation  | \$ 14.049.761 | \$ 1.286.565             | s            | \$ 602.021  | 245 926 21 2  |

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT - PART II YEAR ENDED JUNE 30, 2010

See accompanying notes to report.

## NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NOTES TO ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT YEAR ENDED JUNE 30, 2010

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Annual Budgeted Expenditure Limitation Report (ABELR) is presented on the basis of accounting prescribed by the Uniform Expenditure Reporting System (UERS), as required by Arizona Revised Statutes (A.R.S.) Section 41-1279.07, which excludes expenditures of certain revenues specified in the Arizona Constitution, Article IX, Section 21 from the total budgeted expenditures.

The information reported in both the ABELR and the financial statements is derived from the same underlying accounting data. However, the formats of the ABELR and the financial statements differ. The ABELR presents budgeted expenditures, exclusions, and amounts subject to the limitation by fund type as required by A.R.S. Section 41-1279.07. The financial statements present the net assets, changes in net assets, and cash flows in accordance with U.S. generally accepted accounting principles.

In accordance with UERS requirements, a note to the ABELR is presented below for any exclusion reported in the total column on Part II that cannot be traced directly to an amount reported in the annual financial statements.

- NOTE 2 The amount of \$130,891 was reported as investment income on the Statement of Revenues, Expenses, and Changes in Net Assets – Primary Government. Of this amount, all was claimed as an exclusion for dividends, interest, and gains on the sale or redemption of investment securities, except for \$14,067, which was unexpended and has been carried forward to future years.
- NOTE 3 The following schedule presents revenues from which exclusions have been claimed for grants and aid from the federal government and contracts with other political subdivisions.

| Statement of Revenues, Expense<br>and Changes in Net Assets –<br>Primary Government: |                           | ABELR:   |              |
|--|---------------------------|--|--------------|
| Government grants<br>Government contracts  | \$ 4,956,184<br>1,868,359 | Grants and aid from the federal government     | \$ 4,853,280 |
| Government contracts   | 1,000,000                 | Contracts with other<br>political subdivisions | 1,971,263    |
| Total  | \$ 6,824,543              | Total  | \$ 6,824,543 |

## NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NOTES TO ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT YEAR ENDED JUNE 30, 2010

- NOTE 4 Of the \$498,369 reported as acquisition and construction of capital assets on the Statement of Cash Flows – Primary Government, \$227,952 was expended from amounts authorized and accumulated for the purchase of land, and the purchase or construction of buildings or improvements and was, therefore, claimed as an exclusion.
- NOTE 5 The District does not budget tuition and fees revenue net of scholarship allowances. Of the gross tuition and fees of \$4,162,389 reported on the Statement of Revenues, Expenses, and Changes in Net Assets – Primary Government, only \$890,042 was expended and claimed as an exclusion. The remaining \$3,272,347 has been carried forward to future years.

## **Request to Approve Tuition and General Fees**

## **Recommendation:**

Staff recommends approval of the 2011-12 Tuition and General Fees as presented.

## **Summary:**

The attached tuition and fee schedules are the same as presented during the February Board meeting. While staff estimates that approximately \$200,000 of new revenue compared to actual fiscal year 20010-11 revenues will be generated by the proposed increase, it is expected that the budget for tuition and fees revenues will decrease \$435,000.

Steady tuition revenue growth continues to be important with ongoing concerns about State funding and the mandated limit on property tax levies. Historical tuition rate information, along with comparative tuition information, is presented on the tables and charts following the proposed schedules. Staff will present and discuss the information in detail.

No changes are proposed in the general fee schedule.



## NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE 2011-12 PROPOSED

| TUITION                                     | Approved<br>2010-11  | Proposed<br>2011-12  |
|---|--|--|
| IN-STATE                                    | \$56 per credit hour   | \$60 per credit hour   |
| APACHE COUNTY                               | \$56 per credit hour   | \$60 per credit hour   |
| OUT-OF-STATE                                | <ul> <li>\$95 per credit for 1-6 hrs.</li> <li>\$270 per credit for 7 hours<br/>and beyond.</li> </ul>   | \$100 per credit for 1-6 hrs.<br>\$295 per credit for 7 hours<br>and beyond.   |
| <b>SENIOR CITIZENS</b><br>60 years or older | 50% of the applicable rate:<br>In-District, Apache County,<br>or Out-of-State. (Does not<br>apply to non-credit courses)   | 50% of the applicable rate:<br>In-District, Apache County,<br>or Out-of-State. (Does not<br>apply to non-credit courses)   |
| <b>REFUNDS FOR TUITION</b>                  | 100% before 1 <sup>st</sup> day of<br>semester and if NPC cancels<br>the class. 50% during 1 <sup>st</sup><br>and 2 <sup>nd</sup> weeks of the<br>semester. No refund after<br>the end of the second week<br>of the semester | 100% before 1 <sup>st</sup> day of<br>semester and if NPC cancels<br>the class. 50% during 1 <sup>st</sup><br>and 2 <sup>nd</sup> weeks of the<br>semester. No refund after<br>the end of the second week<br>of the semester |
| SUMMER SESSION REFUNDS                      | 100% prior to 1 <sup>st</sup> day of<br>session. 50% through 1 <sup>st</sup><br>two days of the term   | 100% prior to 1 <sup>st</sup> day of<br>session. 50% through 1 <sup>st</sup><br>two days of the term   |
| SHORT-TERM COURSE REFUNDS                   | 100% prior to 1 <sup>st</sup> day of<br>session. 50% through 1 <sup>st</sup><br>two days of the term   | 100% prior to 1 <sup>st</sup> day of<br>session. 50% through 1 <sup>st</sup><br>two days of the term   |

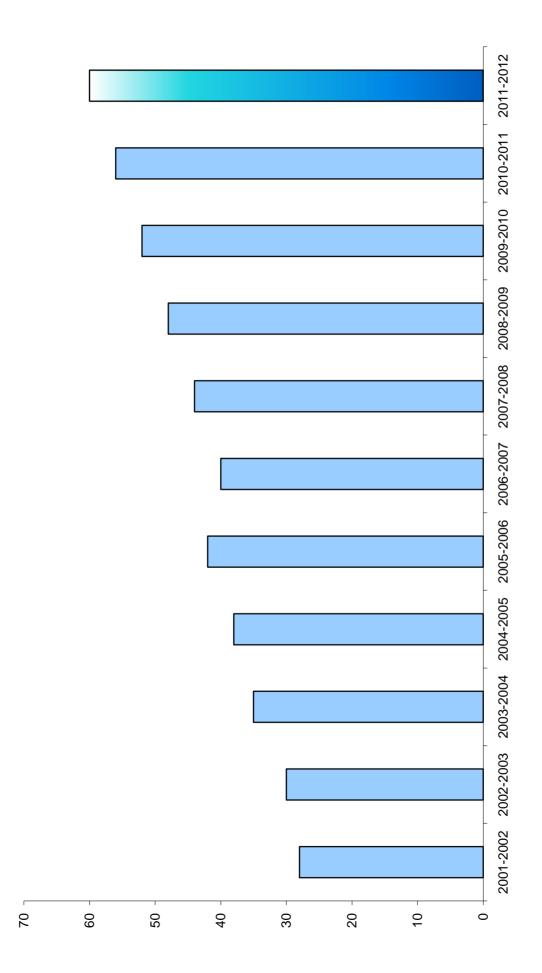
## NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE 2011-2012 Proposed

| FEES   | Approved 2010-11             | Proposed 2011-12             |
|--|------------------------------|------------------------------|
| GENERAL  |                              |                              |
| Media Fee <sup>®</sup>                                   | \$35/semester                | \$35/semester                |
| SPECIAL  |                              |                              |
| Graduation (non-refundable)                              | \$35                         | \$35                         |
| Special Certificate                                      | \$15                         | \$15                         |
| Transcript (each)  | \$10                         | \$10                         |
| Transcript (each) On demand                              | \$15                         | \$15                         |
| Transcript (each) Next day delivery                      | \$20                         | \$20                         |
| NSF Check Collection                                     | \$25                         | \$25                         |
| Replacement "Money Card"<br>ACTIVE card<br>INACTIVE card |                              | \$20<br>\$10                 |
| GED Test <sup>©</sup>                                    | \$85                         | \$85                         |
| GED Retest   | \$12                         | \$12                         |
| COMPASS/ASSET Testing <sup>3</sup>                       | \$10                         | \$10                         |
| Late Registration  | \$25                         | \$25                         |
| Credit by Exam   | 50% of in-state tuition rate | 50% of in-state tuition rate |
| Credit by Evaluation <sup>®</sup>                        | 50% of in-state tuition rate | 50% of in-state tuition rate |
| Credit by Evaluation Fee (non-refundable)                | \$15                         | \$15                         |
| Delinquent Account Charge                                | \$10/month                   | \$10/month                   |
| HESI Testing   | \$38                         | \$38                         |
| Student Emergency Loan Processing Fee                    | \$10                         | \$10                         |

①Assessed to all students enrolling in three (3) or more credit hours.

- ③Includes up to three (3) tests.
- (Devaluation of Learning Certificates from business, industry, government, military, and non-regionally accredited institutions without waiver agreement.

②Includes a \$20.00 Arizona State Surcharge Fee.

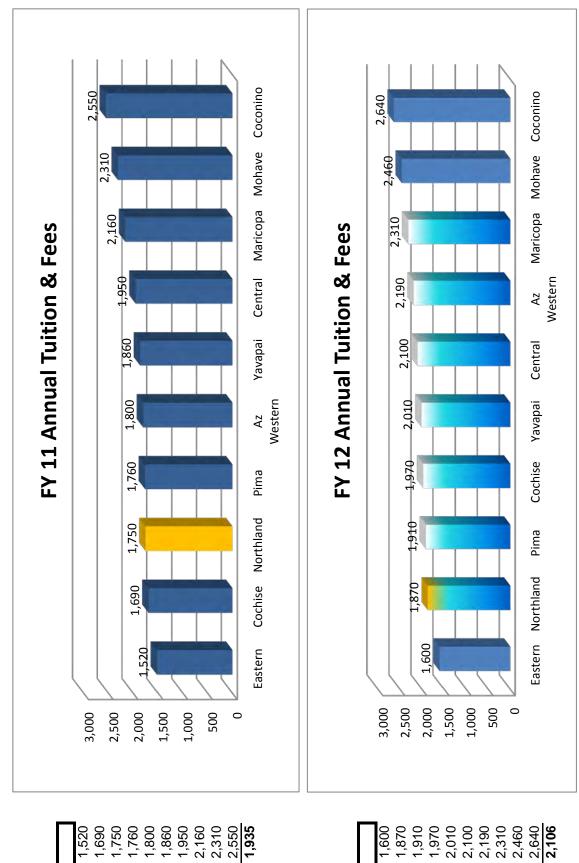


NPC Tuition History per Credit Hour

|            |              |             | 2010-2011   | 2011        |                    |              |             | 2011-2012   | 2012        |                    | Preliminary FY | Preliminary %    |
|------------|--------------|-------------|-------------|-------------|--------------------|--------------|-------------|-------------|-------------|--------------------|----------------|------------------|
|            | Ser          | Semester    | Annual      |             |                    | Ň            | Semester    | Annual      |             |                    | 12 Tuition     | Increase FY 12   |
|            | Tui          | Tuition &   | Tuition &   | Annual      | Tuition            | Ĭ            | Tuition &   | Tuition &   | Annual      | Tuition            | Increase per   | Annual Tuition & |
| DISTRICT   | <u> </u>     | Fees        | Fees        | Fees        | Rate               |              | Fees        | Fees        | Fees        | Rate               | credit hr      | Fees             |
|            | (15 (        | (15 cr hrs) | (30 cr hrs) | (mandatory) | (per cr hr)        | (15          | (15 cr hrs) | (30 cr hrs) | (mandatory) | (per cr hr)        |                |                  |
| Cochise    | θ            | 845         | \$ 1,690    | \$          | <sup>3</sup> 54    | θ            | 985         | \$ 1,970    | \$ 80       | <sup>3</sup> 63    | 6              | 16.6%            |
| Coconino   | θ            | 1,275       | 2,550       | 150         | <sup>4</sup> 80    | Υ            | 1,320       | 2,640       | 1 150       | <sup>4</sup> 83    | က              | 3.5%             |
| Eastern    | θ            | 760         | 1,520       | -           | 63                 | θ            | 800         | 1,600       | 2           | 67                 | 4              | 5.3%             |
| Maricopa   | θ            | 1,080       | 2,160       | 30          | 5 71               | Υ            | 1,155       | 2,310       | 30          | <sup>5</sup> 76    | 5              | 6.9%             |
| Mohave     | θ            | 1,155       | 2,310       | 240         | <sup>е</sup> 69    | Υ            | 1,230       | 2,460       | 240         | <sup>6</sup> 74    | 5              | 6.5%             |
| Northland  | θ            | 875         | 1,750       | 20          | 7 56               | θ            | 935         | 1,870       | 20          | <sup>7</sup> 60    | 4              | 6.9%             |
| Pima       | θ            | 880         | 1,760       | 155         | <sup>8</sup> 53.50 | Υ            | 955         | 1,910       | 155         | <sup>8</sup> 58.50 | 5              | 8.5%             |
| Central    | <del>ഗ</del> | 975         | 1,950       |             | 65                 | <del>ഗ</del> | 1,050       | 2,100       |             | 70                 | 5              | 7.7%             |
| Yavapai    | θ            | 930         | 1,860       |             | 62                 | θ            | 1,005       | 2,010       | I           | 67                 | 5              | 8.1%             |
| Az Western | θ            | 006         | 1,800       | ·           | 60                 | Υ            | 1,095       | 2,190       | 06          | <sup>6</sup> 70    | 10             | 21.7%            |
| Average    | ÷            | 968         | \$ 1,935    | \$ 79       | \$ 63              | ÷            | 1,053       | \$ 2,106    | \$ 91       | \$ 69              |                | 9.16%            |
| Increase   |              |             | 6.49%       | 41.87%      | 7.16%              |              |             | 8.84%       | 13,99%      | 8 68%              |                |                  |

**Comparative In-State Tuition and Fees Arizona Community Colleges** 

Notes :
(1) Plateau at 16 -18 credit hrs
(2) \$70 per hour for first two credits; plateau from 2-6 credit hours, then increase by \$110 per credit hour up to 12 credit hours per semester
(3) \$20 registration fee & \$20 technology fee per semester
(4) \$5 technology fee per semester.
(5) \$15 registration fee per semester.
(6) \$6 technology fee per credit hour
(7) \$35 media fee per semester for students taking 3 credit hour, plus \$10 processing fee per semester
(8) \$2.50 student services fee & \$2 technology fee per credit hour, plus \$10 processing fee per semester
(9) \$3 technology fee per credit hour



| 2,01( | Yavapai    |
|-------|------------|
| 1,97( | Cochise    |
| 1,91  | Pima       |
| 1,87( | Northland  |
| 1,60  | Eastern    |
|       | FY 2012    |
|       |            |
|       | Average    |
| 2,55( | Coconino   |
| 2,31  | Mohave     |
| 2,16( | Maricopa   |
| 1,95( | Central    |
| 1,86  | Yavapai    |
| 1,80  | Az Western |
| 1,76  | Pima       |
| 1,75( | Northland  |
| 1,69( | Cochise    |
| 1,52( | Eastern    |

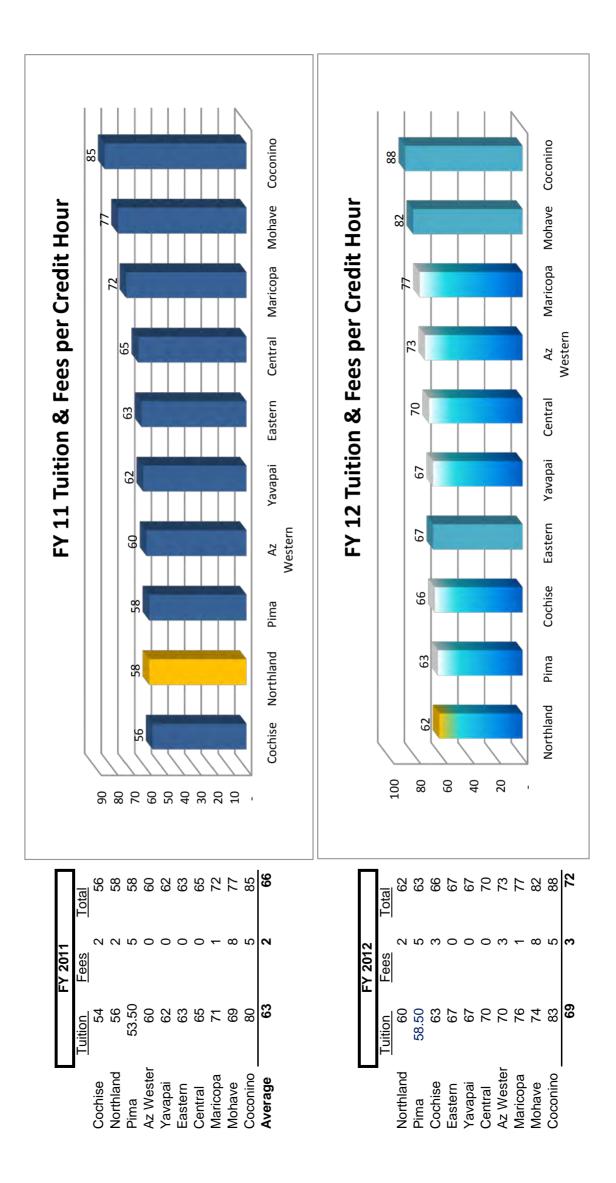
Az Western

Central

Maricopa Mohave

Coconino **Average** 

FY 2011







# Tuition and Fees in the West 2010-11

Average resident undergraduate tuition and fees for the academic year 2010-11 at public two-year institutions in the WICHE states (excluding California) increased by 7.1 percent (\$189) from the previous year, while published prices at public four-year institutions grew by 7.7 percent (\$444). By comparison, nationally, the one-year increase was 6.0 percent for two-year and 7.9 percent for four-year institutions. The increase in the regional average price for two-year institutions in the West (excluding California) was just above the national average increase. The increase in the regional average price for the West was slightly below the national average for four-year institutions. January 2011

This issue of *Policy Insights* reviews the results from an annual survey, conducted by the Western Interstate Commission for Higher Education (WICHE), of tuition and fees at public colleges and universities in the WICHE region (which includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming). Complete data are available in *Tuition and Fees in Public Higher Education in the West, 2010-11: Detailed Tuition and Fees Tables* (www.wiche.edu/pub/14531), published by WICHE in November 2010. The survey on which the report and this policy brief are based was administered to state higher education executive offices or system offices in the Western states.<sup>1</sup>

## Four-Year Institutions

Average tuition and fees for resident undergraduates in 2010-11 at public four-year institutions in the region were \$6,186, an increase over the previous year of \$444 (7.7 percent). By comparison, the national average was \$7,605, which was up \$555 (7.9 percent).<sup>2</sup> After adjusting for inflation, the change in average resident undergraduate tuition in the region was 6.3 percent over 2009-10; the fiveyear increase, from 2005-06, was 32 percent.<sup>3</sup>

Within the WICHE West, there was substantial variation in tuition prices at four-year institutions, ranging from \$2,952 at New Mexico Highlands University to \$13,404 at the Colorado School of Mines. The statewide average price in this sector was lowest in Wyoming, at \$3,927, and highest in Arizona, at \$8,058 (Figure 1). The gap between

high-price states like Arizona and Washington and low-price states like Wyoming and New Mexico has widened considerably over recent years. The largest one-year increase in percentage terms also occurred in Arizona, where average statewide tuition and fees climbed 18.5 percent; the smallest rate of growth was in Montana at 1.5 percent (Figure 2). Montana had the lowest average increase in dollar terms, \$75, while students in Arizona paid the highest average increase, \$1,260.

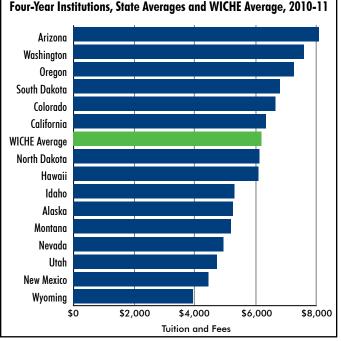
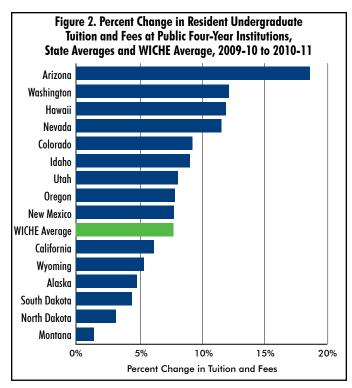


Figure 1. Resident Undergraduate Tuition and Fees at Public Four-Year Institutions, State Averages and WICHE Average, 2010-11

Policy Insights examines current issues in higher education from the perspective of policymakers at the state level and on campus.

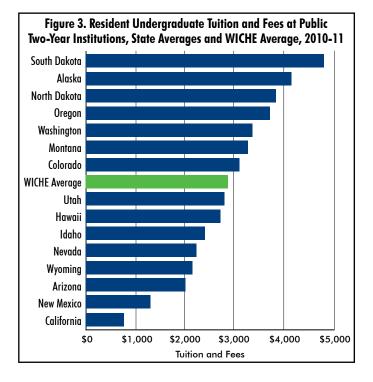


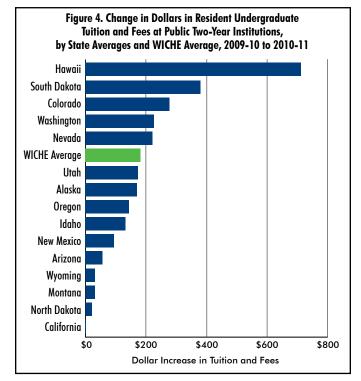
The rate of growth in nonresident undergraduate tuition and fees at public four-year institutions in the region did not climb as quickly this year as the resident rates did. The average nonresident undergraduate rate was \$17,658, up 5.3 percent from 2009-10, compared to a 7.7 percent jump for residents. But when measured in dollars, the \$883 average increase for non-resident tuition across the region was twice as high as the \$444 average increase for residents. New Mexico Highlands University charged nonresidents the lowest tuition, at \$4,632, while the most expensive institution for nonresidents was the University of California, Davis, at \$34,837.

## **Two-Year Institutions**

The West's average two-year tuition rate, excluding California, exceeded the national figure for the fifth consecutive year. Tuition and fees for resident, in-district students at public two-year colleges in the WICHE states averaged \$2,834 in 2010-11, an increase of \$189 (7.1 percent) over the previous year and \$659 (30.3 percent) over 2005-06.<sup>4</sup> By comparison, the national average was lower, at \$2,713, and the increase over the previous year was also lower than the West's, at \$155 or 6.0 percent.<sup>5</sup> The West's inflation-adjusted growth was \$153 (5.7 percent) in the past year.

Within the WICHE states, the community colleges in California continue to charge the lowest rates for in-district students, at \$780. The next lowest rate was New Mexico's, at \$1,308; and the highest was South Dakota's, where the average was \$4,791 (Figure 3). The biggest one-year increase in both percentage and dollar amount occurred in Hawaii, where the average price went up \$744, or 37.8 percent (Figure 4) though tuition for Hawaii community colleges still remains below the WICHE average. California community colleges, which had no increase from last year, were the only set of community colleges within the West that did not increase their published prices.





## **Policy Implications**

The effects of the economic recession are still very present during the 2011 fiscal year, as policymakers in almost every state continue to struggle to close gaps totaling almost \$111 billion nationally.<sup>6</sup> From the recession's start in 2007 through fiscal year 2011, states have closed budget gaps totaling \$425 billion.<sup>7</sup> While state tax revenues have grown for three straight quarters,<sup>8</sup> state budget gaps are projected to persist at least through fiscal year 2013 and perhaps beyond. In the wake of these unprecedented fiscal challenges, higher education institutions in the West and elsewhere will continue to struggle to preserve equitable postsecondary access and encourage degree completion.

## State Budgets: Impact on Tuition and Fees

Traditionally, tuition and fee pricing in the West has remained relatively low in comparison to the national average. However, in recent years this historic commitment has begun to erode. WICHE states have experienced some of the largest hikes in tuition and fees in their history, and this has occurred during a time when unemployment is at its highest in decades, income levels have fallen, and resources for the poorer segments of the population are growing scarcer. This year four-year tuition and fees pricing in the West fell just under the national average and two-year pricing, outside of California, exceeded national pricing for a fifth consecutive year. Western institutions, like others across the country, are responding to state budget shortfalls resulting in substantial cuts to state services, higher education funding among them.

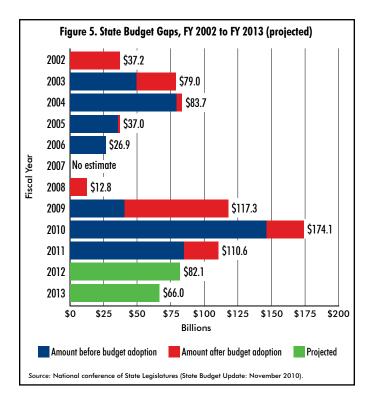
Meanwhile, the recession has provoked many to enroll in and return to higher education. The resulting enrollment surge has exerted added pressure on institutions that are struggling to deal with budget cuts, especially community colleges. Many returning students who are displaced workers, though eligible for most federal financial aid programs, are often not eligible to take advantage of state and institutional financial aid programs, which often focus resources on traditional-age students and recent high school graduates. Climbing prices at community colleges and broad access institutions in particular breed concern, as these institutions tend to have the most limited institutional financial aid budgets and are unable to mitigate the impact of rising prices on the neediest students.

During fiscal year 2011, at least 10 of the 15 WICHE states (and 43 states nationally) have either made funding cuts to public colleges and universities or instituted substantial increases in

tuition to compensate for insufficient state funding.9 Institutions of higher education are responding to cuts in funding with familiar measures, ones that are not especially strategic in nature. As in past years, states and higher education institutions, in addition to hiking tuition prices, have suspended hiring; administered furloughs and layoffs; eliminated programs; and suspended or eliminated financial aid funding. For instance, New Mexico eliminated over 80 percent of its support for its College Affordability Endowment Fund, which provided over 2,300 students with need-based scholarships.<sup>10</sup> In Washington state funding for the University of Washington was reduced by 26 percent for the current biennium, while Washington State University increased its tuition by almost 30 percent. The state also cut support for work-study and suspended funding for a number of financial aid programs. In California midyear tuition and fee increases are underway: California State University approved a 5 percent midvear increase at the start of 2011 and a 10 percent tuition increase for 2011-12, resulting in a 60 increase tuition increase from two years prior.<sup>11</sup>

While fiscal 2011 state budgets saw slight improvements over last year due to increases in tax revenues, significant fiscal challenges lie ahead and are likely to lead to further budget cuts for higher education. Federal financial relief for states by way of the American Recovery and Reinvestment Act of 2009 (ARRA) has substantially reduced the severity of budget cuts to many state services. Some \$53.6 billion of the \$789 billion ARRA funding package was allocated to the State Fiscal Stabilization Fund (SFSF) which invested in K-12 and postsecondary education programs for fiscal years 2009, 2010, and 2011. In fiscal years 2010 and 2011, higher education was spared cuts it may otherwise have suffered as a result of the SFSF, both in terms of the dollars the fund made available to shore up direct funding to institutions and through the law's maintenance of effort requirement, which required states to maintain funding at least at the level they provided in fiscal year 2006.

Moving forward, states will have substantially less ARRA funding allocated for fiscal year 2012, when funding for this program is set to expire. As the economy slowly recovers from a recession of historic proportions, the absence of federal stimulus funding is likely to result in more budgetary pressure on higher education and other state services. Projections suggest that budget gaps will persist through at least 2013 (Figure 5). As states with budget gaps and expiring ARRA funding look to balance their budgets, higher education will be continue to be a likely target, requiring postsecondary leaders to be even more creative and strategic in their planning, as well as mindful of how their response to budget cuts might impact postsecondary access, equity, and quality.



## Fiscal Challenges and College Completion Goals

The current fiscal challenges facing state leaders and the changing landscape of higher education funding presents new dilemmas for higher education leaders - and requires targeted policies that do not lose sight of equitable educational outcomes. Considering the sweeping demographic changes underway in our country, such policies are imperative if we are to fulfill the ambitious goals for postsecondary attainment set forth by the Obama administration and others. This new agenda is, in some ways, a response to projected workforce demands – demands that will not be met if current college degree production rates persist. Common responses by states and higher education institutions to budget cuts (increasing tuition without appropriately adjusting financial aid or eliminating need-based funding altogether, for instance) have reduced affordability and accessibility and could potentially undermine the college completion efforts underway.

Typically the processes through which states make decisions regarding higher education appropriations, tuition, and financial aid (ATFA) are not integrated. When such policies are not linked, there is potential for increases in tuition pricing that far exceed that

of state appropriations and financial aid funding. Syncing policy considerations and decisions surrounding higher education appropriations, tuition, and financial aid could help states avoid situations where tuition increases, financial aid funding diminishes or remains stagnant, and completion rates lag farther behind. States can be more strategic in their approach to higher education, even when compelled to cut funding, by focusing on the intersection between these three ATFA elements. Given that tuition hikes are a common institutional response in times of budget cutting, states would be wise to recognize and protect the unique and critical role their own need-based financial aid programs play in offsetting those increases and preserving access to postsecondary education.

Another strategy for states to consider is how new models for formulas that count completions, in addition to enrollments, can strategically reposition state resources in a way that rewards institutions for the success of their students. Activity in this area has sped up considerably in recent years, with states such as Tennessee and Ohio helping to blaze a trail toward performance-based formula funding. Also promising are efforts that encourage states to use data-driven metrics to promote equitable educational outcomes, such as those being advocated by Complete College America and the National Governor's Association. These initiatives include metrics for postsecondary success and disaggregate state data by race/ethnicity to promote approaches that more precisely target the student populations that are the fastest-growing and have experienced the least postsecondary success.

Finally, states that articulate goals for educational attainment that account for their own unique demographic and economic circumstances are best positioned for long-term success. In tracking progress toward such goals, states should carefully monitor the alignment of institutional role and mission with state goals for educational attainment and, in so doing, help institutions resist the urge of mission creep. This is especially true for those broad-access institutions with a historic commitment to serving the most vulnerable students. Prominent higher education policy thinkers Pat Callan, Jane Wellman, and Dennis Jones denoted the importance of such institutions, and the danger of mission creep. in a recent editorial, stating that "broad access institutions must be relied upon to meet most of the increased enrollment demand. Mission creep must be constrained to preserve capacity and contain costs in the institutions that have the access and success of undergraduate students as their primary, if not sole, mission."12

## Summary

The effect of the economic recession will likely continue to put strain on state budgets, resulting in more budget cuts to higher education. At the same time, projected workforce demands require increases in postsecondary attainment above and beyond current levels. State and institutional responses in the form of short-term fixes have not been effective at preserving equitable postsecondary access and attainment. Nor have these fixes been sufficiently strategic in terms of considering their potentially serious long-term implications.

Innovative strategies that lead to increased postsecondary enrollment and completion, particularly for adult, low-income, and minority students, are necessary not only to meet the future workforce demands vital to states' economic health, but also to strengthen the social fabric of the states and enhance civic life within the states. Integrated ATFA policies, data-driven decision-making, and aligned state and institutional goals can lead to increased effectiveness and efficiency, enabling higher education institutions to serve more students while preserving educational guality and reducing pressure on tuition pricing. Such strategies can best enable state higher education institutions to endure the effects of volatile state budgets while helping them to better preserve postsecondary access and ultimately success for all students.

## Endnotes

<sup>1</sup> A complete list of respondents is available in the Tuition and Fees in Public Higher Education in the West, 2010-11 report at <www.wiche. edu/pub/14531>.

<sup>2</sup> College Board, "Trends in College Pricing" (Washington, D.C.: College Board, 2010), Table 1a.

<sup>3</sup> Inflation adjustments used the Higher Education Cost Adjustment (HECA), calculated by the State Higher Education Executive Officers.

<sup>4</sup> The average for the two-year institutions excludes California institutions because their large number and historically low fees distort regional patterns. Including them changes the average resident tuition and fees to \$1,952 for 2010-11.

<sup>5</sup> College Board, "Trends in College Pricing."

<sup>6</sup> National Conference of State Legislatures, "State Budget Update: November 2010," December 2010 report at <a href="http://www.ncsl.org/documents/fiscal/november2010sbu\_free.pdf">http://www.ncsl.org/documents/fiscal/november2010sbu\_free.pdf</a>>.

<sup>7</sup> Center on Budget and Policy Priorities, "An Update on State Budget Cuts," November 2010 report at <a href="http://www.cbpp.org/files/3-13-08sfp.pdf">http://www.cbpp.org/files/3-13-08sfp.pdf</a>>.

<sup>8</sup> The Nelson A. Rockefeller Institute of Government, "State Tax Revenues Rebound Further, Growing for Third Straight Quarter," November 2010 report at <a href="http://www.rockinst.org/pdf/">http://www.rockinst.org/pdf/</a> government\_finance/state\_ revenue\_report/2010-11-30-State\_ Revenue\_ Flash.pdf>.

<sup>9</sup> National Conference of State Legislatures, "State Budget Update: November 2010".

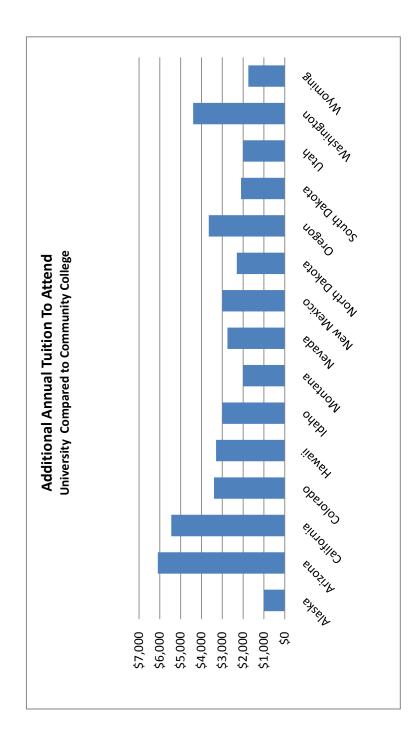
<sup>10</sup> Center on Budget and Policy Priorities, "An Update on State Budget Cuts."

<sup>11</sup> American Association of State Colleges and Universities, "Fiscal and State Policy Issues Affecting Postsecondary Education: State Outlook," November 2010 report at <a href="http://www.congressweb.com/aascu/docfiles/StateOutlook-Nov2010.pdf">http://www.congressweb.com/aascu/docfiles/StateOutlook-Nov2010.pdf</a>>.

<sup>12</sup> The Delta Cost Project, National Center for Higher Education Management Systems, and the National Center for Public Policy and Higher Education, "Strengthening College Opportunity and Performance," December 2010 report at <a href="http://www.highereducation.org/crosstalk/ct1210/CrossTalk-online-Insert.pdf">http://www.highereducation.org/crosstalk/ct1210/CrossTalk-online-Insert.pdf</a>>.

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## **Request to Approve Course Fees**

## **Recommendation:**

Staff recommends approval of the 2011-12 Course Fees as presented.

## **Background Information:**

Instructional staff conducted a comprehensive review of all course fees to assure fees are based on cost of consumable supplies and other course specific expenses. Over 1,300 courses are listed in the current catalog, with approximately one-third of the courses requiring a course fee. Proposed course fee changes are not expected to generate additional revenue beyond the increased cost of course supplies, equipment maintenance and course-specific operation expenses.

In the Arts and Sciences division a fee increase of 10% is proposed for one credit Internet courses based largely on the fact that less than 20% of enrollment in these classes come from within Navajo and Apache counties. A fee has been proposed for SPT178 to cover make-up kits that will be distributed to students.

In the Career and Technical Education division, AIS and BUS proposes increased fees due to the increasing cost of instructional supplies, including CDs, flash drives and other instructor materials needed for the courses. Proposed increases in CIS course fees are a result of new courses requiring instructional supplies and heavy use of computer parts and components. FRS fees are proposed to increase for some courses and decrease for other courses as the fee schedule is being further refined to more closely align with actual expenditures. HQO courses fees are proposed to increase to more fully account for equipment maintenance and fuel costs. The proposed fee will cover approximately onethird of the actual cost per student. Proposed IMO course fees are based on several new courses. Proposed increases in WLD course fees are a result of the increasing cost for purchasing metal pipe.

The Nursing and Allied Health division is proposing an increase in HES 109-Phlebotomy that is based on current calculation of actual cost of supplies per student. The proposed fee will cover approximately one-half of the actual cost of supplies per student.



Northland Pioneer College

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## NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT NORTHLAND PIONEER COLLEGE 2011-2012 Proposed Course Fees

|     |     | ARTS & SCIENCES                      | Approved 2010-11 | Proposed<br>2011-12 |
|-----|-----|--------------------------------------|------------------|---------------------|
| ART | 103 | Basic Design                         | \$15             | \$15                |
| ART | 105 | Beginning Drawing I                  | \$15             | \$15                |
| ART | 110 | Figure Drawing I                     | \$15             | \$15                |
| ART | 140 | Lettering                            | \$15             | \$15                |
| ART | 150 | Advertising Design                   | \$15             | \$15                |
| ART | 155 | Printmaking                          | \$15             | \$15                |
| ART | 170 | Sculpture I                          | \$15             | \$15                |
| ART | 175 | Painting                             | \$15             | \$15                |
| ART | 180 | Watercolor                           | \$15             | \$15                |
| ART | 185 | Handbuilding Pottery                 | \$20             | \$20                |
| ART | 186 | Clay Sculpture                       | \$20             | \$20                |
| ART | 187 | Raku Pottery                         | \$20             | \$20                |
| ART | 190 | Ceramics                             | \$20             | \$20                |
| ART | 205 | Drawing II                           | \$15             | \$15                |
| ART | 206 | Figure Drawing II                    | \$15             | \$15                |
| ART | 220 | Painting II                          | \$15             | \$15                |
| ART | 225 | Watercolor II                        | \$15             | \$15                |
| ART | 245 | Ceramics II                          | \$20             | \$20                |
| ART | 246 | Ceramics III                         | \$20             | \$20                |
| ART | 247 | Ceramics IV                          | \$20             | \$20                |
| ART | 280 | Art Studio – 2 Dimensional           | \$15             | \$15                |
| ART | 281 | Art Studio – 3 Dimensional           | \$20             | \$20                |
|     |     |                                      |                  |                     |
| BIO | 100 | Biological Concepts                  | \$35             | \$35                |
| BIO | 160 | Intro. to Human Anatomy & Physiology | \$35             | \$35                |
| BIO | 181 | General Biology I                    | \$35             | \$35                |
| BIO | 182 | General Biology II                   | \$35             | \$35                |
| BIO | 201 | Human Anatomy & Physiology I         | \$35             | \$35                |
| BIO | 202 | Human Anatomy & Physiology II        | \$35             | \$35                |
| BIO | 205 | Microbiology                         | \$35             | \$35                |
|     |     |                                      |                  |                     |
| CHM | ALL | All Courses                          | \$35             | \$35                |
|     |     |                                      |                  |                     |

|            | А   | RTS & SCIENCES (cont'd)  | Approved<br>2010-11 | Proposed<br>2011-12 |
|------------|-----|--|---------------------|---------------------|
| ECD        | ALL | ECD Permanent Number/1 cr.   | \$17                | \$17                |
| ECD        | 143 | Inclusion of Children w/ Special Needs                             | \$17                | \$17                |
| ECD        | 233 | Developing Policies and Procedures for Early<br>Childhood Programs | \$35                | \$35                |
| EDU        | 001 |  | <b>\$7</b> 0        | <b></b>             |
| EDU        | 281 | Introduction to Structured English Immersion                       | \$50                | \$55                |
| <b>CEO</b> | 111 |  | <b>#20</b>          | <b>\$20</b>         |
| GEO        | 111 | Physical Geography   | \$20                | \$20                |
| CI C       |     |  | ¢ 05                | ф <b>О</b> Г        |
| GLG        | ALL | All Geology Courses  | \$ 25               | \$ 25               |
| MUC        | 155 | Music Applied (all)  | ¢120                | ¢120                |
| MUS        | 155 | Music Applied (all)  | \$120               | \$120               |
| PHO        | 100 | Beginning Photography  | \$20                | \$20                |
| PHO        | 100 | Digital Photography  | \$20                | \$20                |
| PHO        | 101 | Pictorial Journalism   | \$20                | \$20                |
| PHO        | 115 | Investigative Photo I  | \$20                | \$20                |
| PHO        | 150 | Investigative Photo II   | \$20                | \$20                |
| PHO        | 200 | Intermediate Photography   | \$20                | \$20                |
| PHO        | 200 | Intermediate Photography<br>Intermediate Digital Photography       | \$20                | \$20                |
| PHO        | 201 | Color Photography I  | \$20                | \$20                |
| PHO        | 212 | Color Photography I  | \$20                | \$20                |
| PHO        | 213 | Advanced Photography   | \$20                | \$20                |
| PHO<br>PHO | 220 | View Camera Photo  | \$20<br>\$20        | <u>\$20</u><br>\$20 |
| PHO<br>PHO | 230 | Photography Portfolio  | \$20<br>\$20        | \$20                |
| PHO<br>PHO | 240 | Free Lance/Stock Photo   | \$20<br>\$20        | \$20<br>\$20        |
| PHO<br>PHO | 270 | Photography Practicum  | \$20<br>\$20        | \$20<br>\$20        |
| PHU        | 280 |  | φ <b>2</b> 0        | φ20                 |
| POS        | 221 | Arizona Constitution and Government                                | \$50                | \$55                |
| POS POS    | 221 | U.S. Constitution  | \$50<br>\$50        | \$55<br>\$55        |
| 105        |     |  | φ3V                 | \$ <b>3</b> 5       |
| PHY        | ALL | All Physics Courses  | \$25                | \$25                |
| 1111       | ALL |  | ψ23                 | ψ23                 |
| SPT        | 178 | Stage Makeup   | -                   | \$50                |

| C   | AREEH | <b>R &amp; TECHNICAL EDUCATION</b>            | Approved<br>2010-11 | Proposed 2011-12 |
|-----|-------|---|---------------------|------------------|
| AIS | 100   | Keyboarding                                   | -                   | \$10             |
| AIS | 102   | Business Grammar                              | -                   | \$10             |
| AIS | 105   | Developing your Professionalism               | -                   | \$10             |
| AIS | 110   | Basic Keyboarding & Formatting                | \$15                | \$15             |
| AIS | 111   | Advanced Keyboarding & Document<br>Processing | \$15                | \$15             |
| AIS | 112   | Proofreading                                  | -                   | \$10             |
| AIS | 113   | Basic Letter and Memo Writing                 | -                   | \$10             |
| AIS | 114   | Introduction to the Modern Office             | -                   | \$10             |
| AIS | 115   | Ten-Key Adding Machine                        | \$15                | \$15             |
| AIS | 116   | Electronic Calculators                        | \$15                | \$15             |
| AIS | 118   | MediSoft Billing                              | \$15                | \$15             |
| AIS | 119   | Medical Office Procedures                     | \$15                | \$15             |
| AIS | 123   | Vocabulary for the Medical Office             | -                   | \$10             |
| AIS | 127   | Medical Office Insurance and Coding           | -                   | <u>\$10</u>      |
| AIS | 130   | Machine Transcription                         | \$15                | \$15             |
| AIS | 135   | Intro to MedTranscription                     | \$15                | \$15             |
| AIS | 140   | Microsoft Word Basic                          | \$15                | \$15             |
| AIS | 145   | Microsoft Word for Windows                    | \$15                | \$15             |
| AIS | 150   | MS Publisher Basics                           | -                   | \$10             |
| AIS | 153   | MS Publisher Complete                         | -                   | \$15             |
| AIS | 170   | Written Business Comm                         | \$15                | \$15             |
| AIS | 180   | Records Management                            | -                   | \$10             |
| AIS | 181   | Medical Records Management                    | -                   | \$10             |
| AIS | 190   | Legal Terminology                             | -                   | \$10             |
| AIS | 191   | Intro to Law Ofc Procedures                   | \$15                | \$15             |
| AIS | 202   | Customer Service for the Office Professional  | -                   | \$10             |
| AIS | 214   | Administrative Office Management              | -                   | \$10             |
| AIS | 226   | Advanced WordPerfect                          | \$15                | \$15             |
| AIS | 231   | Intro to Microsoft Office                     | \$15                | \$15             |
| AIS | 232   | Advanced Microsoft Office                     | \$15                | \$15             |
| AIS | 235   | Adv Transcription-Med I                       | \$15                | \$15             |
| AIS | 236   | Adv Transcription–Med II                      | \$15                | \$15             |
| AIS | 245   | Advanced Microsoft Word                       | \$15                | \$15             |
|     |       |   |                     |                  |
| ATO | ALL*  | All Automotive Courses except ATO 103         | \$30                | \$30             |
|     |       | · · · · · · · · · · · · · · · · · · ·         |                     |                  |
| BOC | 102   | Construction Safety Practice                  | \$25                | \$25             |
| BOC | 102   | Wood & Steel Framing                          | \$25                | \$25             |
| BOC | 105   | Building Exteriors                            | \$25                | \$25             |
| BOC | 100   | Drywall Techniques                            | \$25                | \$25             |

| CAR        | EER &          | TECHNICAL EDUCATION (cont'd)                                     | Approved<br>2010-11 | Proposed 2011-12    |
|------------|----------------|--|---------------------|---------------------|
| BOC        | 115            | Block & Brick Masonry  | \$25                | \$25                |
| BOC        | 117            | Concrete Flatwork & Formwork                                     | \$25                | \$25                |
| BOC        | 120            | Cabinetmaking I  | \$25                | \$25                |
| BOC        | 130            | Contractor License & Law   | \$25                | \$25                |
| BOC        | 135            | Furniture making I   | \$25                | \$25                |
| BOC        | 136            | Plumbing Level I   | \$25                | \$25                |
| BOC        | 137            | Plumbing Level II  | \$25                | \$25                |
| BOC        | 138            | Plumbing Level III   | \$25                | \$25                |
| BOC        | 139            | Plumbing Level IV  | \$25                | \$25                |
| BOC        | 146            | Electrical Level I   | \$25                | \$25                |
| BOC        | 147            | Electrical Level II  | \$25                | \$25                |
| BOC        | 148            | Electrical Level III   | \$25                | \$25                |
| BOC        | 149            | Electrical Level IV  | \$25                | \$25                |
| BOC        | 152            | Commercial Wiring  | \$25                | \$25                |
| BOC        | 153            | Industrial Wiring  | \$25                | \$25                |
| BOC        | 156            | HVAC Level 1   | \$25                | \$25                |
| BOC        | 157            | HVAC Level II  | \$25                | \$25                |
| BOC        | 158            | HVAC Level III   | \$25                | \$25                |
| BOC        | 159            | HVAC Level IV  | \$25                | \$25                |
| BOC        | 170            | Carpentry Level I  | \$25                | \$25                |
| BOC        | 171            | Carpentry Level II   | \$25                | \$25                |
| BOC        | 172            | Carpentry Level III  | \$25                | \$25                |
| BOC        | 173            | Carpentry Level IV   | \$25                | \$25                |
| BOC        | 180            | Building Maintenance   | \$25                | \$25                |
| BOC        | 205            | Adv Framing Techniques   | \$25                | \$25                |
| BOC        | 220            | Cabinetmaking II   | \$25                | \$25                |
| BOC        | 221            | Cabinetmaking III  | \$25                | \$25                |
| BOC        | 235            | Furniture making II  | \$25                | \$25                |
| DUC        |                | All Business Courses execut 122, 128, 120                        |                     | \$10                |
| BUS<br>BUS | <b>ALL</b> 122 | All Business Courses except 122, 128, 129                        | -<br>\$15           | <b>\$10</b><br>\$15 |
| BUS        | 122            | Computer Accounting<br>Spreadsheet Applications for Business     | \$15                | \$15                |
|            |                |  |                     |                     |
| BUS        | 129            | Data Base Applications for Business                              | \$15                | \$15                |
| CIS        | ALL            | All 1, 2 and 3 credit CIS courses <b>except</b><br>141, 142, 145 | \$15                | \$15                |
| CIS        | 141            | Managing and Maintaining Your PC I                               | -                   | \$200               |
|            | 142            | Managing and Maintaining Your PC II                              | -                   | \$200               |
|            | 145            | Network + Certification Preparation                              | -                   | \$275               |
| 000        |                |  | ¢ 4 0               | <b></b>             |
| COS        | ALL            | All Cosmetology Courses  | \$40                | \$40                |

| CAREER & TECHNICAL EDUCATION (cont'd) |                | Approved 2010-11                          | Proposed<br>2011-12 |        |
|---------------------------------------|----------------|---|---------------------|--------|
| DRF                                   | ALL            | All Drafting Courses                      | \$30                | \$30   |
|                                       | 100            |   |                     |        |
| FRS                                   | 100            | Firefighter Orientation & Terminology     | \$15                | \$10   |
| FRS                                   | 102            | First Responder for the Fire Service      | \$25                | \$10   |
| FRS                                   | 104            | Firefighter I & II                        | \$225               | \$225  |
| FRS                                   | 106            | Firefighter Health & Safety               | \$20                | \$10   |
| FRS                                   | <del>108</del> | Firefighting Strategies & Tactics         | <del>\$10</del>     | Delete |
| FRS                                   | 109            | Hazardous Materials Awareness             | \$30                | \$10   |
| FRS                                   | 110            | HazMat First Responder                    | \$20                | \$20   |
| FRS                                   | 112            | Managing Company Tactical Ops             | <del>\$10</del>     | Delete |
| FRS                                   | 113            | Confined Space I                          | \$30                | \$10   |
| FRS                                   | 115            | Principles of Fire Prevention             | \$10                | \$10   |
| FRS                                   | 116            | Intro Respiratory Protection              | \$10                | \$10   |
| FRS                                   | 117            | Intro to Forcible Entry Tools             | \$10                | \$10   |
| FRS                                   | 118            | Intro to Fire Hose, Streams & Nozzles     | \$10                | \$10   |
| FRS                                   | 119            | Intro to Fire Pumps/Apparatus             | \$10                | \$10   |
| FRS                                   | 120            | Emergency Vehicle Driving                 | \$20                | \$20   |
| FRS                                   | 121            | Emergency Stabilization & Extrication     | \$35                | \$35   |
| FRS                                   | 122            | Fire Svc Ventilation & Ladders            | \$10                | \$10   |
| FRS                                   | 123            | Intro to Extinguishers & Foam Suppression | \$25                | \$25   |
| FRS                                   | 124            | Intro to Fire Svc Ropes & Knots           | \$20                | \$20   |
| FRS                                   | 125            | Intro to Water Supply & Hydrant Testing   | \$10                | \$10   |
| FRS                                   | 126            | Rope Rescue I                             | \$10                | \$20   |
| FRS                                   | 127            | Rope Rescue II                            | \$10                | \$20   |
| FRS                                   | 128            | Rope Rescue III                           | \$10                | \$20   |
| FRS                                   | 130            | Incident Command System                   | \$10                | \$10   |
| FRS                                   | 131            | Vehicle Firefighting                      | \$10                | \$10   |
| FRS                                   | 133            | Intro to Fire Behavior & Detection        | -                   | \$10   |
| FRS                                   | 134            | Rapid Intervention Crew                   | -                   | \$10   |
| FRS                                   | 136            | Fire Apparatus, Equipment, & Hydraulics   | \$10                | \$10   |
| FRS                                   | 137            | Strategies and Tactics                    | \$10                | \$10   |
| FRS                                   | 140            | Fire Service Report Writing               | -                   | \$10   |
| FRS                                   | 150            | Wildland Firefighter                      | -                   | \$10   |
| FRS                                   | 207            | Fire Svc Bldg Construction                | \$10                | \$10   |
| FRS                                   | 211            | Leadership I                              | -                   | \$10   |
| FRS                                   | 212            | Leadership II                             | -                   | \$10   |

| CAREER & TECHNICAL EDUCATION (cont'd) |             |  | Approved<br>2010-11 | Proposed 2011-12 |
|---------------------------------------|-------------|--|---------------------|------------------|
| FRS                                   | 213         | Leadership III                         | -                   | \$10             |
| FRS                                   | 214         | Incident Safety Officer                | \$10                | \$10             |
| FRS                                   | 217         | Fire Officer I                         | \$10                | \$10             |
| FRS                                   | 218         | Fire Officer II                        | \$10                | \$10             |
| FRS                                   | 219         | Fire Officer III                       | \$10                | \$10             |
|                                       |             |  |                     |                  |
| HPE                                   | 106         | Aerobics                               | \$20                | \$20             |
| HPE                                   | 110         | Beginning Weight Training              | \$20                | \$20             |
| HPE                                   | 111         | Adv. Weight Training                   | \$20                | \$20             |
| HPE                                   | 115         | Golf                                   | \$20                | \$20             |
| HPE                                   | 124         | Beginning Swimming                     | \$20                | \$20             |
| HPE                                   | 126         | Fitness Swimming                       | \$20                | \$20             |
| HPE                                   | 127         | Aqua Fit                               | \$20                | \$20             |
| HPE                                   | 128         | Aquatic Calisthenics                   | \$20                | \$20             |
| HPE                                   | 136         | Karate I                               | \$20                | \$20             |
| HPE                                   | 150-<br>155 | Physical Fitness I - VI                | \$20                | \$20             |
| HPE                                   | 161         | Land Navigation & Wilderness Survival  | \$20                | \$20             |
| HPE                                   | 192         | Square Dance                           | \$20                | \$20             |
| HPE                                   | 232         | Water Safety Instructor                | \$20                | \$20             |
|                                       |             |  |                     |                  |
| HQO                                   | 109         | Basic Operations Techniques/Tractors   | \$45                | \$100            |
| HQO                                   | 119         | Introduction to Earthmoving and Trucks | \$45                | \$100            |
| HQO                                   | 121         | Rollers and Scrapers                   | \$45                | \$100            |
| HQO                                   | 122         | Loaders and Forklifts                  | \$45                | \$100            |
| HQO                                   | 211         | Backhoes and Dozers                    | \$45                | \$100            |
| HQO                                   | 212         | Intro Crew Leader & Excavators         | \$45                | \$100            |
| HQO                                   | 230         | Motor Graders                          | \$45                | \$100            |
| HQO                                   | 232         | Finishing/Grading & Soils              | \$45                | \$100            |
| HQO                                   | 233         | Cranes and Rigging                     | \$45                | \$100            |
| HQO                                   | 240         | Adv Loader Operation                   | \$45                | \$100            |
| HQO                                   | 241         | Adv Dump Truck Op                      | \$45                | \$100            |
| HQO                                   | 242         | Adv Scraper Operation                  | \$45                | \$100            |
| HQO                                   | 243         | Adv Backhoe Operation                  | \$45                | \$100            |
| HQO                                   | 244         | Adv Excavator Operation                | \$45                | \$100            |
| HQO                                   | 245         | Adv Forklift Operation                 | \$45                | \$100            |
| HQO                                   | 246         | Adv Dozer Operation                    | \$45                | \$100            |
| HQO                                   | 247         | Adv Motor Grader Op                    | \$45                | \$100            |
| INA                                   | ALL         | All Industrial Arts Courses            | \$25                | \$25             |

| CAREER & TECHNICAL EDUCATION (cont'd) |                |   | Approved 2010-11 | Proposed<br>2011-12 |
|---------------------------------------|----------------|---|------------------|---------------------|
| IMO*                                  | ALL            | All Industrial Maintenance Courses except<br>160, 161, 200, 201, 270, 271 | \$145            | \$145               |
| ITP                                   | 105            | Unified Technical Concepts of Physics I                                   | <del>\$10</del>  | Delete              |
| ITP                                   | 106            | Unified Technical Concepts of Physics II                                  | <del>\$10</del>  | Delete              |
| ITP                                   | <del>150</del> | Pneumatics/Hydraulics Control Systems                                     | <del>\$10</del>  | Delete              |
| IMO                                   | 151            | Electrical Level I  |                  | \$45                |
| IMO                                   | 152            | Electrical Level II   |                  | \$45                |
| IMO                                   | 153            | Electrical Level III  |                  | \$45                |
| IMO                                   | 154            | Electrical Level IV   |                  | \$45                |
| IMO                                   | 155            | Instrumentation Level I   |                  | \$45                |
| IMO                                   | 156            | Instrumentation Level II  |                  | \$45                |
| IMO                                   | 157            | Instrumentation Level III   |                  | \$45                |
| IMO                                   | 158            | Instrumentation Level IV  |                  | \$45                |
| IMO*                                  | 160            | Robotics  | \$10             | \$10                |
| IMO*                                  | 161            | Intro to Computer-Aided Mfg.  | \$10             | \$10                |
| IMO*                                  | 200            | Systems Critical Thinking & Control                                       | \$10             | \$10                |
| IMO                                   | 201            | Introduction to Industrial Maintenance                                    | -                | \$75                |
| <del>ITP</del>                        | <del>209</del> | Industrial Computational Skills   | <del>\$50</del>  | Delete              |
| IMO                                   | 270            | DC Analysis and Lab   | -                | \$50                |
| IMO                                   | 271            | AC Analysis and Lab   | -                | \$50                |
|                                       |                |   |                  |                     |
| REA                                   | 190            | Principles of Real Estate   | \$60             | \$60                |
| REA                                   | 191            | Agency in Real Estate   | \$15             | \$15                |
| REA                                   | 192            | Contract Writing  | \$15             | \$15                |
| REA                                   | 193            | Commissioner's Rules  | \$15             | \$15                |
| REA                                   | 194            | Fair Housing  | \$15             | \$15                |
| REA                                   | 195            | Real Estate Legal Issues  | \$15             | \$15                |
| REA                                   | 196            | Exploring the MLS Software I  | \$15             | \$15                |
|                                       |                | r   |                  |                     |
| REA                                   | 290            | Real Estate Broker Law & Finance  | \$60             | \$60                |
| WLD                                   | 130            | Metal Art   | \$55             | \$55                |
| WLD                                   | 130            | Int. Metal Art  | \$55             | \$55                |
| WLD                                   | 151            | Cutting Process & Welding   | \$55             | \$55                |
| WLD                                   | 152            | SMAW Plate I  | \$55             | \$55                |
| WLD                                   | 152            | SMAW Plate II   | \$55             | \$55                |
|                                       | 155            | GMAW Plate  | \$55             | \$55                |
| WLD                                   |                |   |                  |                     |
|                                       |                | GTAW Plate  | \$55             | \$55                |
| WLD<br>WLD<br>WLD                     | 155<br>157     | GTAW Plate<br>AWS Level I Certification                                   | \$55<br>\$55     | \$55<br>\$55        |

| CAREER & TECHNICAL EDUCATION (cont'd) |     |                           | Approved<br>2010-11 | Proposed<br>2011-12 |
|---------------------------------------|-----|---------------------------|---------------------|---------------------|
| WLD                                   | 241 | Plastic Welding           | \$55                | \$55                |
| WLD                                   | 242 | Fabrication of Plastics   | \$55                | \$55                |
| WLD                                   | 243 | Pipe Fitting for Plastic  | \$55                | \$55                |
| WLD                                   | 260 | Fit Up/Inspect/Metallurgy | \$55                | \$55                |
| WLD                                   | 261 | SMAW Open V Butt I        | \$55                | \$55                |
| WLD                                   | 262 | SMAW Open V Butt II       | \$55                | \$55                |
| WLD                                   | 263 | SMAW Open Root Pipe I     | \$55                | \$75                |
| WLD                                   | 264 | SMAW Open Root Pipe II    | \$55                | \$75                |
| WLD                                   | 265 | GMAW Pipe                 | \$55                | \$75                |
| WLD                                   | 266 | FCAW Pipe                 | \$55                | \$75                |
| WLD                                   | 267 | GTAW Pipe I               | \$55                | \$75                |
| WLD                                   | 268 | GTAW Pipe II              | \$55                | \$75                |
| WLD                                   | 290 | Welding Fabrication       | \$55                | \$55                |

| NURSING AND ALLIED HEALTH |     |  | Approved 2010-11 | Proposed<br>2011-12 |
|---------------------------|-----|--|------------------|---------------------|
| HES                       | 109 | Phlebotomy                               | \$100            | \$200               |
|                           |     |  |                  |                     |
| EMT                       | 090 | Heart Saver CPR                          | \$10             | \$10                |
| EMT                       | 095 | Healthcare Provider CPR                  | \$10             | \$10                |
| EMT                       | 104 | Healthcare Provider CPR & First Aid      | \$10             | \$10                |
| EMT                       | 120 | Emergency Medical Responder              | \$10             | \$10                |
| EMT                       | 121 | EMR Refresher                            | \$10             | \$10                |
| EMT                       | 130 | EMT Prep Course                          | \$10             | \$10                |
| EMT                       | 132 | Emergency Medical Training               | \$15             | \$15                |
| EMT                       | 133 | Refresher Course-<br>EMT Recertification | \$40             | \$40                |
| EMT                       | 134 | EMT IVC                                  | \$25             | \$25                |
| EMT                       | 236 | Advanced Cardiac Life Support            | \$80             | \$80                |
| EMT                       | 237 | Pediatric Advanced Life Support          | \$80             | \$80                |
| EMT                       | 238 | ACLS Renewal                             | \$50             | \$50                |
| EMT                       | 239 | PALS Renewal                             | \$50             | \$50                |
| EMT                       | 240 | Basic ECG & Pharmacy                     | \$10             | \$10                |
| EMT                       | 241 | ALS Refresher                            | \$150            | \$150               |
| EMT                       | 244 | Paramedic Training I                     | \$600            | \$600               |
| EMT                       | 245 | Paramedic Training II                    | \$600            | \$600               |
| EMT                       | 250 | Instructor Strategy                      | \$20             | \$20                |
| EMT                       | 251 | Instructor Renewal                       | \$10             | \$10                |
|                           |     |  |                  |                     |
| MDA                       | 120 | Administrative Ofc Procedures            | \$10             | \$10                |
| MDA                       | 123 | Clinical Procedures                      | \$60             | \$60                |
| NAT                       | 101 | Nursing Assistant                        | \$40             | \$40                |
|                           |     |  |                  |                     |
| NUR                       | 116 | LPN to RN Transition                     | \$200            | \$200               |
| NUR                       | 121 | Nursing I                                | \$200            | \$200               |
| NUR                       | 122 | Nursing II                               | \$200            | \$200               |
| NUR                       | 221 | Nursing III                              | \$200            | \$200               |
| NUR                       | 222 | Nursing IV                               | \$200            | \$200               |
| NUR                       | 290 | RN Refresher Course                      | \$200            | \$200               |
|                           |     |  |                  |                     |
| PHT                       | 101 | Pharmacy Technician                      | \$40             | \$40                |
| TMP                       | 105 | A& P with Kinesiology I                  | \$20             | \$20                |
| TMP                       | 105 | A&P with Kinesiology II                  | \$20             | \$20                |
| TMP                       | 203 | Applied Therapeutic Massage              | \$20             | \$20                |
| TMP                       | 205 | Massage Techniques                       | \$25             | \$23<br>\$25        |
| TMP                       | 215 | Massage Clinical Practice                | \$25             | \$25<br>\$50        |

## **Request to Approve Contracts for Internet Service**

## **Recommendation:**

Staff recommends approval of a three-year contract for Internet service at the White Mountain Campus with Cable One, Inc. Staff also recommends a five-year contract for Internet service at the Painted Desert Campus with Frontier Communications Corporation.

## Summary:

The proposed contracts allow NPC to obtain two network connections for Internet service.

The three-year agreement with Cable One for 50 Mbps connectivity will replace an existing 10 Mbps connection at the White Mountain campus with another provider for the same price the college is currently paying with operational funds. The term and associated monthly pricing for this service results in a total funding obligation of \$126,000.

The five-year agreement with Frontier Communications for 50 Mbps connectivity will provide a new, secondary connection at the Painted Desert campus to the Internet as outlined in our Title III project and will utilize grant funding. The term and associated monthly pricing for this service results in a total funding obligation of \$174,000.

The Title III project details the college moving from 10 Mbps of connectivity to 30 Mbps. The college has recently realized a more competitive pricing situation after negotiations with vendors that will allow the college to move to 100 Mbps of connectivity rather than the originally planned 30 Mbps.





Post Office Box 610 \* Holbrook, Arizona \* (928) 524-7600 \* Fax: (928) 524-7612 \* www.npc.edu



#### CABLE ONE COMMERCIAL SERVICE AGREEMENT

This Commercial Service Agreement ("Agreement") is made this 9<sup>th</sup> day of March 2011, by and between Cable One, Inc. ("Cable One") located at 1314 N. 3<sup>Rd</sup> Street, Phoenix, AZ 85004 and Northland Pioneer College ("Subscriber"), located at 2251 E. Navajo Blvd., Holbrook, AZ 86025.

#### THE PARTIES AGREE AS FOLLOWS:

#### **SECTION 1: DATA SERVICES**

During the term of this Agreement, Cable One shall provide fiber optic Internet service ("Data Service") to the locations set forth in Appendix A (Premises) and fully described therein.

#### **SECTION 2: FEES**

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Cable One in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date specified under the Section 3: TERM. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late charge of the highest rate allowed by law on the unpaid invoice.

| Monthly Charge:      | \$3,500.00 | Other: \$0.00 | Total: \$3,500.00 |
|----------------------|------------|---------------|-------------------|
| Installation Charge: | \$0.00     | Other: \$0.00 | Total: \$0.00     |

#### **SECTION 3: TERM**

This Agreement shall remain in effect for a term of 36 months commencing on the service date of June 1, 2011 and shall be automatically renewed for a subsequent term of 12 months unless terminated prior to the end of any term by Cable One or Subscriber by at least 30 days written notice given to the other at the address shown herein (or such other address as is subsequently provided in writing). The monthly charge may increase in any renewal term by the lesser of 4% or change in the CPI with 30 days advance written notice to the Subscriber.

#### **SECTION 4: ENGINEERING REVIEW**

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

#### SECTION 5: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One -owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a timely manner, when repair or maintenance is necessary. Except for Cable One's maintenance obligations as set forth herein, Subscriber shall indemnify Cable One and hold it harmless from and against any and all losses, claims and expenses relating to the equipment. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to

Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

#### SECTION #6: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

#### SECTION #7: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

#### **SECTION #8: COPYRIGHT MATERIALS**

Subscriber shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Data Service. Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Cable One retains the right to take down or disable access to the allegedly infringing material. It is Cable One's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve our rights.

#### SECTION #9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

#### SECTION #10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

#### SECTION #11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

#### SECTION #12: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

#### **SECTION #13: ASSIGNMENT**

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be reasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable Oneowned equipment installed at the Premises; such cessation shall not; however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

#### SECTION #14: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

#### **SECTION #15: DATA SERVICE AND EQUIPMENT**

- (a) EXCEPT AS PROVIDED IN SECTION 15(b), CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, CABLE ONE'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER.
- (b) EXCLUDING EVENTS BEYOND CABLE ONE'S CONTROL, CABLE ONE REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE CABLE ONE PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO CABLE ONE AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY CABLE ONE.

CABLE ONE WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES".

LENGTH OF SERVICE INTERRUPTION LESS THAN 1 HOUR 1 HOUR UP TO BUT NOT INCLUDING 4 HOURS 4 HOURS UP TO BUT NOT INCLUDING 8 HOURS PERIOD TO BE CREDITED NONE ½ DAY 1 DAY

| 8 HOURS UP TO BUT NOT INCLUDING 12 HOURS  | 2 DAYS |
|---|--------|
| 12 HOURS UP TO BUT NOT INCLUDING 24 HOURS | 4 DAYS |
| 24 HOURS UP TO BUT NOT INCLUDING 48 HOURS | 7 DAYS |

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

#### EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY CABLE ONE, (6) CABLE ONE'S INABILITY TO CONTACT SUBSCRIBER OR CABLE ONE'S LACK OF ACCESS TO SUBSCRIBER'S PREMISE AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) CABLE ONE'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBERS USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF CABLE ONE'S ACCEPTABLE USE POLICY.

#### CREDIT PROCESSING

ALL CLAIMS FOR CREDIT ALLOWANCES MUST BE SUBMITTED TO CABLE ONE IN WRITING WITHIN THIRTY (30) DAYS OF THE EVENT THAT CAUSED THE SERVICE DOWNTIME. SUBSCRIBER MUST SUBMIT A SPECIFIC DESCRIPTION OF THE SERVICE DOWNTIME AND THE DATE AND TIME OF THE SERVICE DOWNTIME. CABLE ONE WILL ACKNOWLEDGE AND REVIEW ALL CLAIMS PROMPTLY AND WILL INFORM SUBSCRIBER BY ELECTRONIC MAIL WHETHER A CREDIT ALLOWANCE WILL BE ISSUED OR REJECTED, WITH REASONS SPECIFIED FOR REJECTING THE CLAIM.

#### **SECTION #16: LIMITATION OF LIABILITY**

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CABLE ONE SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO CABLE ONE'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

#### **SECTION #17: INDEMNIFICATION**

Subscriber shall indemnify, defend, and hold Cable One, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Cable One Data Service. Cable One will notify Subscriber within a reasonable period of time about any claim for which Cable One seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Cable One's interests, as reasonably determined by Cable One. This Section shall survive termination of this Agreement.

#### **SECTION #18: NONDISCLOSURE**

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, complied, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.
- (b) Each Party agrees that violation of this section 18 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

#### **SECTION #19: MISCELLANEOUS:**

a. This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.

b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signatures below, both parties agree to and accept the terms of this Agreement as of the day and year stated above.

| SUBSCRIBER:   | <u>CABLEONE, INC.</u>                         |
|---------------|---|
| By:           | By:   |
| Printed Name: | Printed Name:                                 |
| Title:        | Title:  |
| Address:      | Address: <u>1314 N. 3<sup>rd</sup> Street</u> |
|               | Phoenix, AZ 85004                             |
| Phone:        | Phone: <u>(602) 364-6000</u>                  |

#### Appendix A

#### **SERVICE DESCRIPTION:**

CABLE ONE WILL PROVIDE SUBSCRIBER WITH 50MBS OF SYMMETRICAL INTERNET ACCESS WITH A CATEGORY V ETHERNET CABLE HANDOFF. THIS SERVICE WILL INTERFACE WITH THE SUBSCRIBER'S ROUTER/SWITCH EQUIPMENT LOCATED AT THE ADDRESS SPECIFIED BELOW.

SUBSCRIBER'S INTERNET TRAFFIC WHILE ON THE CABLE ONE NETWORK WILL: (I) BE DEDICATED AT 50MBS FOR THE SOLE USE OF SUBSCRIBER; AND (II) BE AVAILABILE TO SUBSCRIBER FOR THROUGHPUT UP TO 50MBS; AND (III) BE SYMMETRICAL SO SUBSCRIBER WILL RECEIVE A 1:1 RATIO OF UPSTREAM BANDWITH TO DOWNSTREAM BANDWIDTH. FOR THE PURPOSES OF THIS AGREEMENT, THE CABLE ONE NETWORK IS DEFINED AS TRAFFIC PASSING BETWEEN CABLE ONE ROUTER AND CABLE ONE DEMARC.

INCLUDED IN THIS SERVICE WILL BE 32 STATIC IP ADDRESSES IN THE FORM OF A CLASS C SUBNET, WITH THE SUBNET MASK OF 255.255.255.224 (/27), OF WHICH 29 ARE USABLE.

SITE NAMES:

NORTHLAND PIONEER COLLEGE WHITE MOUNTAIN CAMPUS

SITE ADDRESSES:

1001 W. DEUCE OF CLUBS SHOW LOW, AZ 85901

SUBSCRIBER

CABLE ONE

\_\_\_\_\_ INITIALS

\_\_\_\_\_ INITIALS

#### DEDICATED INTERNET ACCESS ("DIA") AND MANAGED ROUTER

**This is Schedule Number 1** to the Frontier Services Agreement dated March <u>2</u>, 2011 between **Northland Pioneer College** and **Frontier**. This Schedule is dated March <u>2</u>, 2011. Customer orders and Frontier agrees to provide the Services listed below initialed by Customer.

|--|

rontier

(Include a separate schedule for each service location if more than one)

| Product                       | Rate / MRC      | Install Charge | Minimum Term | Total        |
|-------------------------------|-----------------|----------------|--------------|--------------|
| Dedicated Internet (Port)     | \$              | \$             |              | \$           |
| Dedicated Internet (Loop)     | \$              | \$             |              | \$           |
| Managed Router                | \$              | \$             |              | \$           |
| Metro E Internet Access (EIA) | \$2,900.00      | \$500.00       | 60 mo        | \$2,900.00   |
| Other:                        | \$              | \$             |              | \$           |
|                               | TL Install Chg. | \$500.00       | TL MRC       | \$2,900.00   |
|                               |                 |                | Grand TL     | \$174,000.00 |

| Product                         | NRC Rate    | Burst Rate (Mbps)                 | Max. Monthly Charge          |  |  |
|---------------------------------|-------------|-----------------------------------|------------------------------|--|--|
|                                 | (\$ / Mbps) | (bandwidth above committed level) | (\$ / Mbps times Burst Rate) |  |  |
| Burstable Internet over Metro E | \$          | Mbps                              | \$                           |  |  |

Internet Speed: Other: 50Mb - 100% Symmetrical Dedicated Internet Access; 1:1 ratio between Frontier & NPC

| CIR ( | Internet via Frame only): | 🗌 192 kbps | 384 kbps | 🗌 512 kbps | 🗌 768 kbps | 🗌 1024 kbps |
|-------|---------------------------|------------|----------|------------|------------|-------------|
|-------|---------------------------|------------|----------|------------|------------|-------------|

95th Percentile Rule (Only in the event that Customer Selects the Burstable Internet over Metro E option):

- Clients are billed monthly for the bandwidth committed to each month. Additionally, Frontier's bandwidth monitoring
  samples (takes a data point reflecting bandwidth utilization at that particular instance) client Internet connection(s)
  every 5 minutes and stores those samples for a billing period of one month.
- At the end of the billing month, all the data samples are collected and then sorted from highest to lowest and the top 5% are discarded. The next highest data sample will then be referred to as the "95th Percentile" number. This number will then be used as the basis in computing the additional (burst) bandwidth amount for that particular billing month over the committed bandwidth already purchased.

#### **TERMS AND CONDITIONS**

#### 1. Obligations of Customer

**A.** Customer shall, at its own expense, provide all necessary preparation required to comply with Frontier's installation standards, and shall provide any necessary electric power and other resources at its own premises or for its own facilities. Customer shall be responsible for the costs of any relocation of Network Services once installed by Frontier, unless such relocation is initiated by Frontier, and shall provide to Frontier and to suppliers of communications lines reasonable access to Customer's premises to perform any acts required by this Schedule.

**B**. Customer shall provide all necessary cross-connects on the Customer side of the local access company's point of demarcation, and shall be responsible for all payments to the local access company for its services, whether or not acquired through Frontier or its affiliate.

**C.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("**PINs**") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any

Initial \_\_\_\_\_ Date \_\_\_\_

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access capability upon termination or expiration of this Agreement. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof, and agrees to pay the replacement cost of all equipment and software not returned.

**D.** Customer shall (1) not permit nor assist others to use the Network Services for any purpose other than that for which they are intended; (2) maintain a suitable technical environment as specified by Frontier; and (3) not move, alter, tamper with, reconfigure, rearrange, add unauthorized equipment to, adjust or repair the Network Services. In the event of any such action by Customer, Frontier shall be free to restore its Network Services to the agreed configuration at Customer's expense, and whether or not it elects to do so, Frontier shall be completely released from any liability or obligation (including any warranty or indemnity obligation) to Customer relative to the Network Services. Customer shall be liable to Frontier for costs or damages suffered by Frontier or an affiliate or vendor resulting from any such action.

E. Customer shall use the Network Services for Internet access and Internet use only. In the event that Customer uses the Network Services to provide or utilize any telecommunications service defined as in the Telecommunications Act of 1996 or any state law, or for other service that may be subject to regulation. Customer agrees that it will become certified or otherwise make itself qualified for the provision of or use of such service, and agrees to be responsible for all applicable taxes, fees and charges arising out of such provision, including universal service support payments and similar fees and surcharges.

#### 2. Network Access

Customer shall be the only permitted end-user of the Network Services, regardless of who received Internet access from it. Under no circumstances shall Customer resell or bundle the Network Services, nor permit any third party to access the Network Services in exchange for compensation of any kind.

#### 3. Equipment or Software Not Provided by Frontier

**A.** Except as may otherwise be agreed upon by Frontier in writing, Customer is solely responsible for purchasing, installing and maintaining any premise or interconnection equipment required for its use of the Network Services. Frontier shall not be responsible for the installation, operation, repair or maintenance of equipment or software not provided by Frontier; nor shall Frontier be responsible for the transmission or reception of information by facilities, services, equipment or software not provided by Frontier.

**B.** In the event that Customer uses facilities, services equipment or software not provided or approved by Frontier that impairs Customer's use of the Network Services, Customer shall nonetheless be liable for payment for the Network Services, even if Frontier suspends or terminates Network Services as a result. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment

or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

**C.** Frontier shall not be responsible if any changes in the Network Services cause facilities, services, equipment or hardware not provided by Frontier to become obsolete, require modification or alteration, or otherwise affect performance of facilities, services, equipment or hardware not provided by Frontier.

**D.** Frontier reserves the right to approve the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier Network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.

**E.** Frontier and Customer will cooperatively set the initial configuration for the router's interface into the Frontier Network.

**F.** Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier Network management systems to be the recipient of SNMP TRAP messages.

**G**. Frontier may, from time to time, procure Network Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Network Service or facility. The Network Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.

#### 4. Obligations of Frontier

**A.** Frontier or an affiliate or vendor shall install, operate and maintain the Network Services. Neither Frontier nor any affiliate or vendor of Frontier shall be responsible for the cabling that connects equipment or facilities not provided by Frontier or the affiliate or vendor to the Frontier Network, or for installation, operation and maintenance done by Customer or any entity not designated by Frontier.

B. Frontier warrants that its Network Services will be maintained in good working order for the purposes of THE FOREGOING provision of Internet access. WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. However, Frontier is not responsible in any way for impacts on network performance, data exchange speeds, packet loss, Internet congestion or other failures or delays that occur as a result of others' provision of Internet services or facilities outside the Frontier Network. Frontier will use the same degree of care in performing maintenance of Network Services and facilities as is normal and customary in the information transport business generally. Customer recognizes that routine maintenance may involve incidental interruptions in Service.

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#### 5. Managed Router Services

**A.** Equipment and configuration options for the provisioning of managed router Services are described in Exhibit A, attached hereto and made a part hereof.

B. Except as otherwise provided herein, Frontier will provide, install, maintain, repair, operate and control the telecommunications equipment necessary for managed router Service ("Frontier Equipment"). Except as otherwise provided herein, Frontier will pay the cost of purchasing and installing all Frontier Equipment necessary for managed router Service to the Point of Termination. Frontier is responsible for the procurement and maintenance of all rights-of-way and private or public easements or licenses required for the installation of Frontier Equipment. Notwithstanding any provision of this Agreement to the contrary, if Customer provides its own telecommunications equipment, Frontier will have no obligation to install, maintain or repair such Customer equipment. Maintenance and repair of the system will be performed so as to meet the manufacturer's specifications and any specifications.

C. Frontier will endeavor to provide forty-eight (48) hours' notice, via telephone or email, prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for Emergency Maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice. Customer shall provide valid telephone and e-mail contact information for the designated contact. Customer shall inform Frontier of any changes to the primary contact or related information. Frontier's notification obligation extends only to the sending of a notification e-mail and/or a voicemail to the applicable phone contact at the number provided by Customer.

**D.** The parties agree that if any party, in its sole discretion, determines that an emergency action is necessary to protect its own network the party may block any transmission path over its network by the other party where transmissions do not meet standard industry requirements. The parties further agree that none of their respective obligations to one another under this Agreement will be affected by any such blockage and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

**E.** Employees or agents of Frontier will have escorted access to any Frontier Equipment or facilities on Customer's or End User Premises. If Customer provides equipment and/or conduit space for Frontier Equipment, Customer will grant Frontier access to its Premises for the installation,

operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder. To the extent access is outside the control of Customer, Customer will cooperate with Frontier in obtaining access to its Premises or its End Users' Premises to install, operate, and maintain, repair and remove such Frontier Equipment. Frontier employees or agents will comply with the State/Federal, End-Users and/or Customer access and security rules and regulations.

**F.** Frontier Equipment will remain the sole and exclusive property of Frontier or Frontier's assignee, and nothing contained herein will give or convey to Customer any right, title or interest whatsoever in such Frontier Equipment, which will at all times be and remain personal property notwithstanding that it may be or become attached to or embedded in realty. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. Customer hereby grants to Frontier the right to recover Frontier provided equipment from Customer's Premises upon termination of this Agreement.

**G.** Neither party will adjust, align, or attempt to repair the other party's telecommunications equipment except as expressly authorized in advance in writing by the other party. Neither party's telecommunications equipment will be removed or relocated by the other party.

**H.** Customer will indemnify, hold harmless and defend Frontier against any liens placed on Frontier Equipment due to Customer's action or inaction. Any lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination.

#### **EXHIBIT A TO DEDICATED INTERNET SCHEDULE**

|  |                                   | Manageu Router  |  |  |  |  |  |  |  |  |  |  |
|--|-----------------------------------|---|--|--|--|--|--|--|--|--|--|--|
| Select<br>One  | Invoice Description               | Managed Router Description  | Available<br>Configurations<br>(see below) |  |  |  |  |  |  |  |  |  |
|  | Managed Router Basic (1 - T1)     | NetVanta 3200 w/T1/FT1 (Part #: 4200862L1) – NOT Rack Mountable   | A, C                                       |  |  |  |  |  |  |  |  |  |
|  | Managed Router (1 - T1) w/switch  | NetVanta 1224R 1.5MB w/T1/FT1 (Part #: 4200512L1)   | A, B, C                                    |  |  |  |  |  |  |  |  |  |
|  | Managed Router (2 - T1s) w/switch | NetVanta 1224R 3MB 24 Eth. Ports ( <b>Part #: 4200510L1</b> ) and Qty 1 Module<br>Network Interface Dual T1/FT1 NetVanta ( <b>Part #: 1202872L1</b> ) | A, B, C                                    |  |  |  |  |  |  |  |  |  |
|  | Managed Router (1) T1             | NetVanta 3205 1MB W/T1/FT1 NIM (Part #: 4200872L1)  | A, C                                       |  |  |  |  |  |  |  |  |  |
|  | Managed Router (2) T1             | NetVanta 3205 Chassis 3MB ( <b>part #: 1202870L1</b> ) and Qty 1<br>Module Network Interface Dual T1/FT1 NetVanta ( <b>Part #: 1202872L1</b> )        | A, C                                       |  |  |  |  |  |  |  |  |  |
|  | Managed Router (3) T1             | NetVanta 3305 4MB w/T1/FT1 ( <b>part #: 4200882L1</b> ) and Qty 1<br>Module Network Interface Dual T1/FT1 NetVanta ( <b>Part #: 1202872L1</b> )       | A, B, C                                    |  |  |  |  |  |  |  |  |  |
|  | Managed Router (4) T1             | NetVanta 6MB (part #: 1202880L1) and Qty 2 - Module Network Interface<br>Dual T1/FT1 NetVanta (Part #: 1202872L1)                                     | A, B, C                                    |  |  |  |  |  |  |  |  |  |
|  | Managed Router (1) T3             | NetVanta 5305, 45MB, w/ T3 Wide Module (Part #: 4200992L1)  | A, B, C                                    |  |  |  |  |  |  |  |  |  |
| All Routers above can be mounted in a rack except for the Managed Router Basic (1 - T1) NetVanta 3200 w/T1/FT1 (Part #: 4200862L1 Router Configuration Required (see below for options): Select One: Configuration A Configuration B Configuration C   |                                   |   |  |  |  |  |  |  |  |  |  |  |
| <ul> <li><u>Configuration A</u>: Intended for use by typical enterprise. Provides Internet access for up to 100 PCs and LAN devices (printers, etc). Public server (HTTP, FTP, email, etc) support. Customer is provided one public IP address. DHCP and NAT are enabled providing routing to private LAN addresses. Default LAN addressing scheme is 192.168.1.1 – 255. PAT provides public server support forwarded to LAN with the following ports open: 22,80,21,25,110,123,143.</li> <li><u>Configuration B</u>: Dual port configuration allows for public servers to run separately fro LAN network. Ideal for larger, or network-centered enterprises. Customer is provided one public IP address for their Private LAN. DHCP and NAT are enabled to provide routing to private LAN addresses. LAN addressing scheme is 192.168.1.1 – 255. PAT is not enabled. Customer is provided with additional usable public IP addresses for public servers.</li> </ul> |                                   |   |  |  |  |  |  |  |  |  |  |  |
| <ul> <li><u>Configuration C</u>: Used by enterprises with special needs (I.E. customer having their own firewall for NAT and protection, those providing their own DHCP services) and for use by ISPs (Internet Service Providers) who provide server-based services to end-users. In both cases, the customer is provided with as many IP addresses as justified per ARIN guidelines. DHCP, NAT, and PAT are not enabled via the managed router, therefore primarily serving as a gateway between LAN segments and the Internet.</li> <li>General Comments</li> </ul>   |                                   |   |  |  |  |  |  |  |  |  |  |  |
| N/A  |                                   |   |  |  |  |  |  |  |  |  |  |  |

#### Managed Router

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#### **RE:** Northland Pioneer College – 50Mb Metro Ethernet Internet Access

#### 1.1 SLAs (Service Level Agreements)

The SLAs pertaining to the Metro Ethernet network is as follows:

**Port Availability**: The total number of minutes during a calendar month in which a Customer's Ethernet port is available to exchange data with another Ethernet Port on the Frontier Ethernet Network, by the number of lapsed minutes of an outage. Port Availability is calculated by referencing the reported trouble ticket of the outage.

SLA: 99.9%

Credit: <99.9%, 10% credit of the monthly Ethernet Circuit Price <99.7%, 25% credit of the monthly Ethernet Circuit Price

**Packet Loss**: Packet delivery is measured by Frontier from the Ethernet Port to the egress port of Frontier network during a calendar month. Frontier will measure packets through a measurement of the total packets received and transmitted across Ethernet network as measured by Frontier Network Management System.

SLA: <1% Credit: >1%, 10% credit of the Ethernet Bandwidth Port Price

#### Frame delay (Latency)

Frame delay is the maximum delay measured for a percentage of successfully delivered CIR-conformant service frames over a time interval. The delay has three sources, the sum of which generates the overall frame delay: (1) The user-to-network-interface (UNI) at one network-access point, (2) the Metro Ethernet network itself, and (3) the UNI device at the second network-access point.

SLA: <150 ms one way within Ethernet network</li>Credit: 10% credit of the monthly Ethernet Bandwidth Port

#### **Frame jitter**

Also referred to as delay variation, frame delay greatly affects the performance of real-time applications such as IP telephony or IP video. To function as intended, these applications require a low and bounded frame jitter.

To calculate frame jitter, find the service frame with the lowest service frame delay in the population of frame delay samples used to derive the frame delay. Subtract this service frame delay from the maximum frame delay for the entire population (that is, from the frame delay value). The resulting figure is the frame jitter. Note that frame jitter applies only to CIR-conformant service frames.

SLA: <30 ms Credit: 10% credit of the monthly Ethernet Bandwidth Port

**Mean Time to Repair & Resolution**: Is defined as Frontier's commitment to a mean time to repair for Ethernet Ports within four (4) hours in any month. MTTR is calculated by referencing the reported trouble ticket of the outage.

MTTR formula = The Total Service Outage Time excluding Customer Deferred time (in hours) for all Trouble Tickets in a Month / Total Number of Trouble Tickets SLA: <4 hours

Credit: >4 hours, 10% of the monthly Ethernet Circuit Cost >8 hours, 25% of the monthly Ethernet Circuit Cost

#### 1.1.1 Service Level Guidelines

The principles under which Frontier shall provide this Service Level Agreement (SLA) to the Customer are as follows:

- The Customer must request Service Credits in writing within 30 days of the last day in the calendar month in which the failure occurred.
- This SLA is only applicable to those Customer sites where the applicable Frontier service and technology exist, and where Frontier is permitted by law to provide service.
- For cascading failures, only the primary or causal failure is used in determining Service Levels and associated consequences. Only one Service Level Component metric can be used for determining Service Credits.
- In the event of the failure of Frontier to meet multiple Service Level Component metrics in a onemonth period, the highest Service Credit will apply, not the sum of multiple Service Credits.
- The total amount that may be credited to a Customer under this agreement in any given month is limited to 25% of the Customer's monthly fee for the affected service.
- The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for performance reporting.

#### 1.2 Network Performance Reporting

A web-based interface for viewing performance statistics related to Latency, Jitter and Packet Loss (see section 2.6) specific to the end-customer's network will be developed to allow for SLA compliance monitoring. The site will be available to both Frontier management and the customer.

#### 1.3 Network Monitoring and Support

The service must provide the necessary tools for the Frontier support organizations to provide end-to-end service management of Ethernet-enabled services. These include:

- Provisioning information (Ethernet ports, virtual LANs, etc.)
- Network Management and Monitoring (recognition of alarm events related to equipment used to provide these services)
- Alarming
- Fault isolation and resolution
- Security
- Statistics collection should support, but not be limited to customer and network utilization, service level guarantee management, and service performance. Parameters for statistics collection will be defined as part of the development effort.

#### **1.4 Future Development**

Subsequent development initiatives will include requirements to add QoS/CoS capabilities in support of time sensitive IP applications (i.e. VoIP and IPTV). Therefore the network should be designed so that future requirements to prioritize traffic types can be developed with minimal or no additional capital investments.

#### FRONTIER SERVICES AGREEMENT

This Agreement is made this <u>2nd</u> day of March, 2011, by and between **Citizens Tel of the White Mountains, Inc.**, with an address at 655 S. Woodland Rd./PO Box 862 Lakeside, AZ 85929 (referred to herein as "**Frontier**"), and **Northland Pioneer College**, whose address is PO Box 610 Holbrook, AZ 86025 (referred to herein as "**Customer**").

#### 1. Services

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Frontier will provide the services on the attached Schedules that Customer has initialed, which Schedules are incorporated herein by reference and made a part hereof (the "Services"). The Services are described further in the attached Schedules and this Agreement becomes effective for such Services upon Customer initialing each applicable Schedule where indicated. For Services covered by tariff, Customer recognizes that in the event of any inconsistencies between this Agreement and the tariffs, except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control in all circumstances (subject to Section 15 hereof), the tariffs shall control for regulated Services (other than for pricing), and this Agreement shall control for unregulated Services. In the event of any conflict between this Agreement and any Schedule, the Schedule shall control. Customer further recognizes that if Customer selects long distance services, such services will be provided directly by Frontier Communications of America, Inc. ("LD Carrier") and Frontier is acting solely as LD Carrier's agent with respect to such services. If long distance services are being contracted for by Customer hereunder, Customer shall execute a Letter of Authorization in the form of Schedule LD, attached hereto. Services, special facilities and equipment may also be provided by other local or long distance carriers that are affiliates or subcontractors of Frontier and such Services will be subject to the terms and conditions of this Agreement.

Frontier will maintain, repair and service the facilities and equipment used to provide the Services or leased to Customer as part of this Agreement, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration or servicing of Frontier's facilities or equipment by Customer or third parties without the express written consent of Frontier is cause for termination of this Agreement at Frontier's option. For any portion of Frontier's circuits that are provided by third parties, Frontier's maintenance responsibility is limited to the prompt identification and notification of appropriate parties. Frontier will make every reasonable effort as Customer's agent to obtain prompt action from such a third party.

#### 2. Minimum Usage Guarantee

If Customer has selected Service(s) for which there is a Minimum Usage Guarantee, then unless otherwise described in this Agreement or the applicable Schedule, Customer shall be liable to Frontier for meeting such Minimum Usage Guarantee during the initial term stated in the applicable Schedule or tariff. Unless otherwise stated in the Schedule, any Minimum Usage Guarantee period begins on the date of installation of the applicable Service. Taxes or tax-related surcharges, governmentally imposed or permitted surcharges, nonrecurring charges (including but not limited to installation charges), operator assistance charges, and any charges of third parties that are passed through to Customer are not included in determining whether Customer has met any Minimum Usage Guarantee. Customer agrees that the prices in the Schedules are based in part upon any term and volume commitments that Customer is making to Frontier. If Customer's purchases are less than any Minimum Usage Guarantee committed to in any Schedule, Frontier may, in addition to any other rights and remedies it may have, recover the shortfall from Customer, and may

elect at its option either to continue to recover the shortfall prospectively or increase the price prospectively to reflect Frontier's then-current prices for comparable terms and volumes.

#### 3. Cancellation Charges

Whether or not Customer enters into a minimum term commitment, if Customer terminates or cancels an order for a Service prior to the completion of installation of the Service, Customer shall pay a cancellation charge equal to one month of recurring charges for the Service plus the total costs and expenses of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of termination or cancellation, including, but not limited to, Frontier's applicable installation charges for the Service.

If Customer has selected Services for which there is a minimum term commitment or the applicable Schedule includes a minimum term commitment, and if Customer terminates or cancels a Service after completion of installation but prior to completion of the minimum term commitment or Frontier terminates the Service or this Agreement pursuant to Section 9.a. hereof, unless otherwise stated in the Schedule, Customer shall immediately pay Frontier a cancellation charge equal to the monthly recurring charges for the terminated or canceled Service, plus the following associated surcharges for such Service: subscriber line charges, primary interexchange carrier charges, and universal service fund charges, multiplied by the number of months remaining in the applicable minimum term commitment. Unless otherwise stated in the Schedule, partial months shall be prorated so that Customer's total payment of recurring charges (plus applicable surcharges) before and after termination or cancellation equals the monthly recurring charges (plus applicable surcharges) for the Service multiplied by the total number of months in the minimum term commitment. Unless otherwise stated in the Schedule, any minimum term commitment begins on the effective billing date for the applicable Service.

It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. These provisions are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

The minimum term provisions or Minimum Usage Guarantees for any Service selected by Customer hereunder shall have no effect on any other minimum term commitments or Minimum Usage Guarantees that Customer may have with Frontier, whether under this Agreement, or otherwise.

#### 4. Payment

Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs. Customer shall be responsible for all charges for Services commencing upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s). Unless otherwise specified in an applicable Schedule or tariff, or otherwise required by statute or rule, all payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. If Frontier does not receive notice of a



payment dispute by Customer within ninety (90) calendar days after Customer's receipt of an invoice, such invoice will be final and not subject to further challenge. Upon timely receipt of a notice of dispute, Frontier will promptly investigate all disputed charges and report its findings and disposition of the dispute to Customer within sixty (60) calendar days. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days.

In addition to the charges set forth in the applicable tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts or excise taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges, including but not limited to Primary Interexchange Carrier Charge ("**PICC**"), Federal Pre-Subscribed Line Charge ("**FEPS**"), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing.

#### 5. Term

This Agreement is effective as of the date written above, and shall continue in full force and effect as long as any of the Services continue to be provided pursuant to any Schedule hereto, unless terminated in accordance with the provisions hereof. If neither party provides the other with written notice of its intent to terminate this Agreement, or any Service provided pursuant to any Schedule, at least sixty (60) days prior to expiration of any minimum term commitment for any or all Services, or any renewal thereof as provided below, then this Agreement shall be deemed automatically renewed for additional one-year periods at the then applicable one-year term rate, excluding promotional rates. Notwithstanding the above, if tariff pricing was applicable during the initial term of this Agreement, pricing for Services continuing during any renewal term shall be at the then applicable tariff rate.

#### 6. Limitation of Liability and Warranty Provisions

The liability of Frontier and its affiliates for the Services provided under this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service pursuant to this Agreement and the attached Schedules. In cases of Service outages or interruptions, liability shall be limited to 1/720 of the monthly charge for each hour the Service is interrupted.

Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, TOLL FRAUD.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE APPLICABLE SCHEDULES, FRONTIER DISCLAIMS ALL WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

#### 7. Indemnification

Customer shall be liable for and shall indemnify, defend and hold Frontier and its affiliates harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of Customer's negligent, willful or unauthorized acts, failures to act or misrepresentations, and, in the case of facilities or equipment, failure to maintain an adequate and safe environment or permitting unauthorized repairs.

#### 8. Confidentiality

Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, or the Services provided under this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter **"Information**") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be in need of confidential treatment or proprietary to the discloser. Customer and Frontier agree not to disclose any Information to any third party, to keep Information in a secure place available only to employees, affiliates or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings.

Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier. This Agreement is enforceable by injunction.

Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may issue a press release announcing Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

#### 9. Default

a. <u>Breach by Customer</u>: If Customer fails to make any payment when due, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for five (5) days in the event of failure to make payments, or thirty (30) days in the event of any other default, after notice of such failure, Frontier shall have the right either to suspend the Service until the default is remedied or to terminate this Agreement or any Schedule. In the case of failure to make payment for equipment purchased or leased hereunder, Frontier shall have the right, without notice, demand or legal process, to demand payment of all amounts remaining to be paid under the applicable Schedule and to take possession and dispose of the property in a commercially reasonable manner. Retaking or resale of such equipment shall not

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release Customer from its obligation to pay all amounts due under this Agreement and the Schedules.

- b. <u>Breach by Frontier</u>: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of notice from Customer of such breach, Customer may terminate the circuit or Service which is the subject of such breach. Except for charges incurred prior to the termination and except for charges incurred with continued use despite termination, Customer shall have no further obligation to Frontier for payment of charges for the terminated circuit or Service after such termination. Except as otherwise expressly provided herein or in an applicable Schedule, this subsection states Customer's exclusive remedy for a breach by Frontier.
- c. Frontier, after giving notice to Customer and after having given Customer an opportunity, appropriate to the circumstances involved, to respond to such notice, may, under the following conditions, forthwith terminate any Service, and sever the connection to Frontier's network and remove its equipment from Customer's premises:

1) In the event of prohibited, unlawful or improper use of the facilities or Service or abuse of the facilities, or

2) If, in the sole judgment of Frontier, any use of the facilities or Service by Customer would have a material negative impact on the business of Frontier or the efficiency of Frontier's personnel, plant, property or Service.

Frontier, however, shall have the right to take immediate action, including termination of the Service and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, plant, property or Service is occurring, or is likely to occur.

#### 10. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

#### 11. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

#### 12. Work Site Conditions

This Agreement assumes that any Services provided hereunder do not involve Frontier's contact with or removal of asbestos or other toxic or hazardous materials. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site and receive an equitable adjustment to the sums due or to be due to Frontier under this Agreement as a result of any increase in costs Frontier experiences as a result of such suspension.

Customer acknowledges that Frontier shall not be responsible for any claims, demands or damages arising out of the removal of asbestos or any other hazardous or toxic material from the work site and agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the work site.

#### 13. Title and Risk of Loss

In the case of equipment provided hereunder, risk of loss or damage shall pass to Customer at time of delivery to Customer. Title to any sold equipment passes to Customer upon payment in full for the equipment or upon completion of installation and Customer's acceptance, whichever occurs first. Unless an acceptance test is deemed necessary by the parties, acceptance by Customer is deemed to occur at the time of cutover as evidenced by the interconnection of the equipment to the public network and its ability to place and receive external and internal telephone calls or data traffic. Until the purchase price and all other amounts added thereto have been paid in full, Frontier shall retain a security interest in the equipment to secure payment of the purchase price. The parties hereby agree that this Agreement shall constitute a security agreement and financing statement as those terms are defined in the Uniform Commercial Code. Customer will promptly execute any additional documents or instruments requested by Frontier to protect Frontier's interests.

Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the property of Frontier and upon termination of this Agreement or any applicable Service, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. In the event of Customer's failure to comply with the preceding sentence, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

Frontier will be provided reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or related equipment.

Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than by fire or unavoidable accident, and other than any loss or damage resulting from the negligence or willful misconduct of Frontier or its agents. The term "unavoidable accident" does not include theft.

#### 14. Competition

Customer recognizes the availability of competitive alternatives for receiving the Service(s) provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

#### 15. Government Regulation

Notwithstanding anything in Section 1 regarding the precedence of contract or tariff, to the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") and/or any state utility regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or that regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state utility regulatory agency, this Agreement shall not become effective with respect to such Service until fifteen (15) days after receipt by Frontier of written notice of such approval.



#### 16. Governing Law

This Agreement shall be governed by and construed according to the laws of the State in which Services are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

#### 17. Merger and Modification

This Agreement and the Schedules hereto contain the entire agreement between the parties relating to the subject matter hereof, and may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

#### 18. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

#### 19. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

#### 20. Internet Acceptable Use Policy and Security

If Customer subscribes to any Frontier Internet service, Customer shall comply with Frontier's Acceptable Use Policy ("**AUP**"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change:

#### http://www.frontier.com/policies/commercial aup/

Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirements of Section 9(a) above.

Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from

## Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

Customer shall not bundle or resell Frontier Internet access Services unless Customer subscribes to a Schedule designed for the provision of Internet access by Customer to its customers through Frontier facilities.

#### 21. Non-Frontier Maintained Equipment

If Customer elects to maintain a PBX or similar switching or routing equipment directly or through a third party, then Customer assumes all risks of such maintenance including but not limited to toll fraud that may occur as a result of weak, default or missing passwords. Frontier will not provide credits for fraudulent usage if Frontier does not maintain the equipment.

### 22. Additional Provisions (if applicable, Customer to initial where indicated)

a. <u>Surcharge Exemption Certification</u> (applies to special access / private line circuits):

Customer certifies [initial: \_\_\_\_\_]: That any special access lines/circuits to be provided by Frontier do not include a termination connected to a PBX or other device capable of interconnecting the line/circuit to a local exchange subscriber line.

Customer understands that if it cannot so certify, or otherwise qualify for another exemption under Frontier's tariff, a special access surcharge may be required to be assessed on each dedicated line/circuit.

b. <u>Interstate / Intrastate Pricing Certification</u> (applies to dedicated point-to-point services):

If the Schedules include dedicated point-to-point Service(s), Customer certifies that its dedicated point-to-point traffic over such Services: [initial: ] will be more than 10% interstate in nature; <u>OR</u> [initial: ] will be 10% or less interstate in nature. The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

[INTERNAL USE ONLY - SELECT ONE: 🗌 ICB | 🗌 NA ]

| FRONTIER:                                 | CUSTOMER:                 |
|---|---------------------------|
| Citizens Tel of the White Mountains, Inc. | Northland Pioneer College |
| Signature:                                | Signature:                |
| Printed Name: Bryan Baker                 | Printed Name:             |
| Title: Account Manager                    | Title:                    |
| Date:                                     | Date:                     |

# **Request to Approve Program Modification**

#### **Recommendation:**

The Instructional Council recommends approval of a significant revision of the Associate of Applied Science, Certificate of Applied Science, and Certificate of Proficiency in Cosmetology.

#### Summary:

The revision is based on the program's evaluation of its current curriculum, input from its advisory committee, and comparisons to state board requirements and curriculum at comparator institutions. The revised curriculum accomplished four objectives:

- 1. The new programs bring NPC Cosmetology into alignment with Arizona State Board of Cosmetology requirements, while meeting NPC guidelines for lecture and lab credits.
- 2. Theory subject matter has been organized into eight courses covering all major subjects.
- 3. New, more specific course titles provide more subject matter information to students, helping them anticipate what to expect in each course and semester.
- 4. Practical/laboratory instruction has been formalized. Students will work through a series of over seventy activities and skills preparing them for the licensing exam and for success in cosmetology, as they complete eight courses and 32 credits of Clinical Practice courses.





Post Office Box 610 \* Holbrook, Arizona \* (928) 524-7600 \* Fax: (928) 524-7612 \* www.npc.edu

#### NORTHLAND PIONEER COLLEGE

#### CAREER AND TECHNICAL EDUCATION

#### COSMETOLOGY PROGRAM CHANGE PROPOSAL

The Cosmetology program offers 1600 hours of training necessary to qualify for Arizona State Board of Cosmetology licensure examination. This program is offered at three locations: Little Colorado Campus in Winslow, White Mountain Campus in Show Low, and Little Colorado Center in St. Johns.

The annual report prepared by the faculty in fall 2009 identified that in the years since the program was established, gaps have emerged between the catalog description of the program and the actual content of theory and practical courses which students need to qualify for and successfully complete state board licensing exams. The proposed changes reflect the curriculum requirements for cosmetology licensing. The Associate of Applied Science, Certificate of Applied Science, and Certificate of Proficiency, as shown in 2010-2011 Catalog, do not contain sufficient credit or contact hours for licensure. The new program accurately reflects state requirements and the current program content.

The Arizona State Board of Cosmetology requires 255 contact hours of lecture/theory and 1,345 hours of laboratory/clinical practice. The CURRENT (2010-2011) NPC Catalog states that the Associate of Applied Science degree in Cosmetology consists of 36 credits of core courses and 12 credits of required electives and 16 general education credits for a total of 64 credits. The Certificate of Applied Science and Certificate of Proficiency only call for 36 credits in core cosmetology courses. To meet Board requirements, students take additional cosmetology courses. The current core has 12 lecture credits and 23.5 lab credit hours. additional credits of required electives, not allocated to lab or lecture, are called for in the current AAS program. In fact, regardless of how the required electives are allocated, the current AAS, CAS, and Cosmetology CoP do not include sufficient hours of instruction and practice for students to qualify for the state licensing exam. Students currently take additional coursework as COS 198 (Internship), COS 199 (Workshop), or COS 299 (Special Topics), to make up the difference.

The proposed modification to the AAS, CAS, and COP programs has four features:

1. The new programs bring NPC Cosmetology into alignment with Arizona State Board of Cosmetology requirements, while meeting NPC guidelines for lecture and lab credits.

2. Theory subject matter has been organized into eight courses covering all major subjects.

3. New, more specific course titles provide more subject matter information to students, helping them anticipate what to expect in each course and semester.

4. Practical/laboratory instruction has been formalized. Students will work through a series of over seventy activities and skills preparing them for the licensing exam and for success in cosmetology, as they complete eight courses and 32 credits of Clinical Practice courses.

Changes are summarized below.

|   | ciate of Applied Science degree in Cosmetology a stud<br>nent credits and 52 credits of required core courses. |
|---|--|
| General Education Requirements 16 cr.   |  |
| Communications 6 cr.  |  |
| ENL 101 College Composition I   | 3 cr.  |
| ENL 102 College Composition II  | 3 cr.  |
| Or  |  |
| ENL 109 Technical Writing   | 3 cr.  |
| Or  |  |
| 1 8   | 3 cr.  |
| Mathematics 3 cr.   |  |
| MAT 101 or MAT 103 or MAT 105 or MAT 109 or N   | MAT 112 or any math class for which 112 is a prerequisi  |
| Discipline Studies 7 cr.  |  |
| Per the AAS Discipline Studies list.  |  |
| Core Requirements 52 cr.  |  |
| COS 140 Basic Theory of Manicuring  | 3 cr.  |
| COS 141 Advanced Theory of Manicuring   | 2 cr.  |
| COS 150 Basic Theory of Cosmetology   | 3 cr.  |
| COS 151 Advanced Theory of Cosmetology  | 2 cr.  |
| COS 160 Basic Theory of P.W., Shamp. Hair Styl.   | 3 cr.  |
| COS 161 Adv. Theory of P.W., Shamp. Hair Styl.  | 2 cr.  |
| COS 170 Basic Theory of H/C Scalp. Tr. Tint& Fac.   | 3 cr.  |
| COS 171 Adv. Theory of H/C Scalp. Tr. Tint. & Fac.  | 2 cr.  |
|   | Total:2  |
| COS 202 Basic Clinical Practice II  | 4 cr.  |
| COS 203 Basic Clinical Practice III   | 4 cr.  |
| COS 204 Advanced Clinical Practice IV   | 4 cr.  |
| COS 205 Advanced Clinical Practice V  | 4 cr.  |
| COS 206 Advanced Clinical Practice VI   | 4 cr.  |
| COS 207 Advanced Clinical Practice VII  | 4 cr.  |
| COS 208 Advanced Clinical Practice VIII   | 4 cr.  |
|   | Total: 3   |
|   |  |
| Total 20+ 32=52+16= 68  |  |
|   |  |
|   |  |
|   |  |
| Total 20+ 32=52+16= 68<br><b>Certificate of Applied Science ( CAS)</b><br>To complete a Certificate of Applied Science in Co<br>education requirements ENL 101, MAT 101 or MA<br>for which 112 is a prerequisite, and 52 credits of c | smetology, the student must complete the 6 gen<br>T 103 or MAT 105 or MAT 109 or MAT 112 or any                |

July 1, 2010 to January 31, 2010

Budget Period Expired

|   | %            |           |           |                      |                      |                    |             |              |                        |           |             |
|---|--------------|-----------|-----------|----------------------|----------------------|--------------------|-------------|--------------|------------------------|-----------|-------------|
| debtedness                                  | Y-T-D Actual |           |           |                      |                      |                    |             |              | 0                      |           | \$0         |
| Retirement of Indebtedness<br>Current Month | Actual       |           |           |                      |                      |                    |             |              | 0                      |           | \$0         |
| 0   | Budget       |           |           |                      |                      |                    |             |              | 0                      |           | \$0         |
| ľ   | %            |           |           |                      | %69                  |                    | 58%         | 28%          |                        | 10%       | 10%         |
| Plant                                       | Y-T-D Actual |           |           |                      | 6,873                |                    | 1,487,500   | \$1,494,373  |                        | 257,357   | \$257,357   |
| Unrestricted Plant<br>Current Month         | Actual       |           |           |                      | 1,105                |                    | 212,500     | \$213,605    |                        | 32,367    | \$32,367    |
| 0   | Budget       |           |           |                      | 10,000               |                    | 2,550,000   | \$2,560,000  |                        | 2,560,000 | \$2.560.000 |
| I   | %            | 63%       | 75%       | 75%                  | 63%<br>69%           | 77%<br>202%        | 59%         | 71%          | 47%<br>39%             | 3%        | 44%         |
| estricted                                   | Y-T-D Actual | 7,508,860 | 2,692,500 | 4,968,000<br>380 396 | 2,898,011<br>68,706  | 578,624<br>128,258 | (1,956,277) | \$17,276,078 | 7,186,242<br>2,273,262 | 16,980    | \$9,476,484 |
| General Unrestricted<br>Current Month       | Actual       | 494,092   | 897,500   | 1,656,000            | 433,397<br>11,051    | 14,429             | (439,576)   | \$3,066,893  | 1,068,178<br>359,819   | 1,654     | \$1.429.651 |
| 0   | Budget       | 1,975,227 | 3,590,000 | 3,624,000            | 4,635,000<br>100,000 | 750,000<br>63,380  | 3,300,000)  | 4,437,607    | 5,328,773<br>5,773,460 | 530,200   | 1,632,433   |

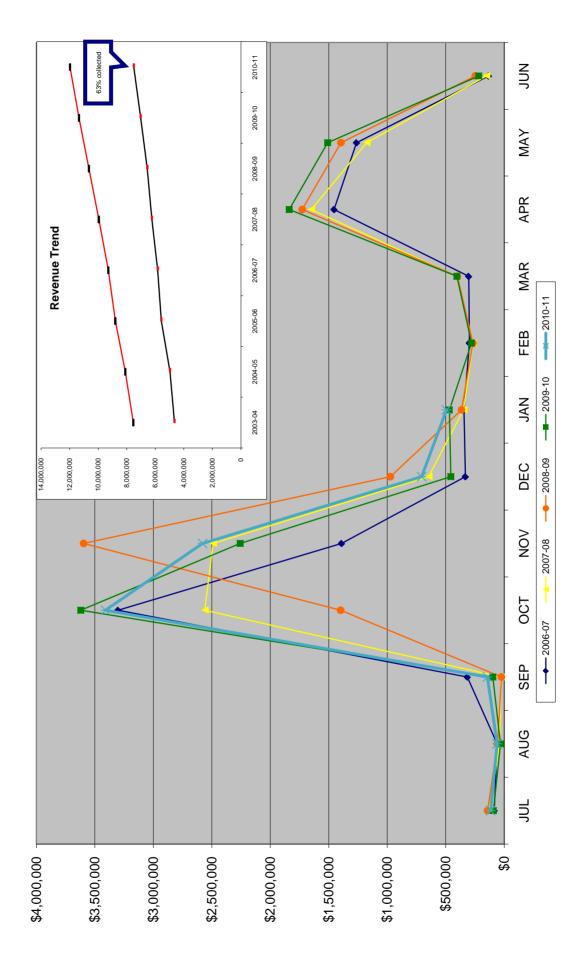
| ~   |                  |           |                    |         |             |                                 |             |
|---|------------------|-----------|--------------------|---------|-------------|---------------------------------|-------------|
| -T-D Actual                               |                  |           | 1,695              |         | \$1,695     | 1,610                           | \$1,610     |
| Agency<br>Current Month<br>Actual Y       |                  |           | 484                |         | \$484       | 328                             | \$328       |
| Budaet                                    | 2000             |           | 0                  |         | \$0         | 0                               | \$0         |
| ~   | 2                |           | 70%<br>213%        | 2%      | 46%         | 25%<br>56%                      | 36%         |
| ry<br>V-T-D Actual                        |                  |           | 104,892<br>149,296 | 5,771   | \$259,959   | 94,555<br>107,803               | \$202,358   |
| Auxiliary<br>Current Month<br>Actual Y.   |                  |           | (21,069)<br>14,455 |         | (\$6,614)   | 10,798<br>8,539                 | \$19,337    |
| Budget                                    | Ladder<br>Ladder |           | 150,000<br>70,000  | 350,000 | \$570,000   | 377,340<br>192,660              | \$570,000   |
| ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~   | R                | 72%       |                    | 116%    | 75%         | 30%<br>89%<br>28%               | 75%         |
| ed<br>Y-T-D Actual                        |                  | 3,688,036 |                    | 463,006 | \$4,151,042 | 273,297<br>3,750,912<br>126,833 | \$4,151,042 |
| Restricted<br>Current Month<br>Actual Y-: |                  | 1,527,106 |                    | 227,076 | \$1,754,182 | 40,789<br>470,573<br>19,275     | \$530,637   |
| Suddet C                                  | 106pp            | 5,150,000 |                    | 400,000 | 5,550,000   | 899,442<br>4,200,558<br>450,000 | 5,550,000   |

58%

# NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT Statement of Financial Position For the period

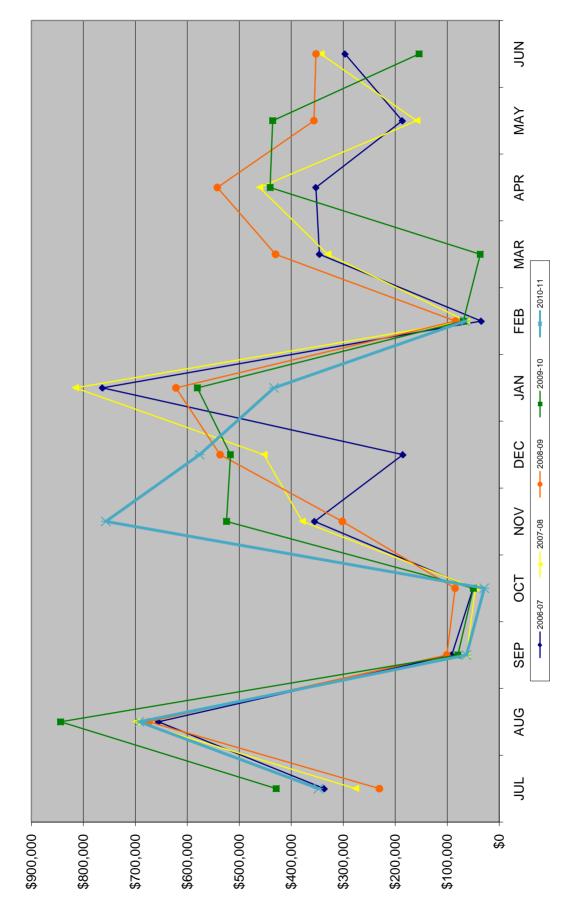
|                     | Budget | 11,975,227                   | 3,590,000                  | 6,624,000  | 4,635,000        | 750,000              | 63,380<br>(3,300,000)             | \$24,437,607   | 15,328,773<br>5,773,460<br>530,200                           | 002.000 | \$21,632,433       |                                       | Budget | 5,150,000                        |                                 |                              | 400.000  | 000 | \$5,550,000    |              | 450,000  | \$5,550,000        |  |
|---------------------|--------|------------------------------|----------------------------|--|------------------|----------------------|-----------------------------------|----------------|--|---------|--------------------|---------------------------------------|--------|----------------------------------|---------------------------------|------------------------------|--|-----|----------------|--------------|--|--------------------|--|
| Tax Supported Funds |        | REVENUES<br>Primary Tax Levy | Maintenance and Operations | Capital<br>Equalization<br>Out of County reimbursement | Tuition and Fees | Grants and Contracts | Other Miscellaneous<br>Transfers: | TOTAL REVENUES | EXPENDITURES<br>Salaries and Wages<br>Operating Expenditures |         | TOTAL EXPENDITURES | Restricted, Auxilary and Agency Funds |        | REVENUES<br>Grants and Contracts | Sales and Services<br>Bookstore | Other<br>Investment Earnings | Donations<br>Board Designated Donation<br>Transfers: |     | TOTAL REVENUES | EXPENDITURES | Operating Expenditures<br>Capital Expenditures | TOTAL EXPENDITURES |  |

23,183,148 14,088,851 \$ 9,094,297



**Monthly Primary Property Tax Receipts** 





## Human Resources Update March 15, 2011

- 1. Faculty in Biology 12-1-2010/1st Review. 23 Applicants.
- 2. Faculty in Art 12-1-2010/1st Review. 27 Applicants.
- 3. Faculty in English Closed 12-10-2010. 67 Applicants.
- 4. Faculty in Early Child Development/Education 12-15-10/1st Review. 13 Applicants.
- 5. Network and Systems Administrator Robert Godfrey-Began March 1, 2011.
- 6. Human Resources Director Open until filled. 19 applicants.
- 7. Network Support Technician Closed 1-28-2011. 38 applicants.
- 8. Faculty in Cosmetology LCC Closed February 25. 2 applicants
- 9. Dean of Nursing and Allied Health Closed 2-15-2011. 3 applicants.
- 10. Information Services Manager Closed 2-28-2011. 8 applicants.
- 11. Faculty in Cosmetology St Johns. Closes 3-15-2011. 1 applicant.
- 12. Campus Monitor Closes 3-4-2011. 7 applicants.
- 13. Whiteriver Center Manager Closes 3-18-2011. 2 applicants.

