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GOVERNOR

Arizona Department of Corrections

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CHARLES L. RYAN
DIRECTOR

July 22, 2011

Jeanne Swarthout, Ph.D., President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025-0610

Re: Agreement No. 120008DC – Education Services - Arizona State Prison Complex-
Winslow

Dear Ms. Swarthout:

Enclosed for your records is a fully executed Agreement between the Arizona Department of Corrections and Northland Pioneer College.

This Agreement replaces Agreement No. 100006DC that expired June 30, 2011. This Agreement was extended, by Amendment 3 pending the final execution of the above referenced Agreement. Amendment 3 is now null and void.

If you have any questions or concerns, please feel free to contact Sharon Yarbrough, Senior Procurement Specialist responsible for this contract or myself, at (602) 542-1172.

Sincerely,

Karen D. Ingram
Contracts Manager

KDI/sy

Enclosure

cc: Denel Pickering, Chief Procurement Officer, Procurement Services

**STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson
Phoenix, Arizona 85007**

AGREEMENT

This Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §41-1604 et seq., §41-2501 et seq and §15-1625 between **Northland Pioneer College**, hereinafter referred to as the **District**, and the **Arizona Department of Corrections**, on behalf of **ASPC-Winslow**, hereinafter known as the **Department**.

WHEREAS, the Department is authorized by Arizona Revised Statutes (A.R.S.) §41-1604, et seq. and §41-2501(B) and wishes to establish academic and vocational/occupational education programs to inmates assigned to the Arizona State Prison Complex-Winslow and;

WHEREAS, the District is authorized by A.R.S. §15-1625 and has the material resources and staff with training, expertise, and professional certification to perform such services.

THEREFORE, IT IS AGREED the Department and the District do hereby agree as follows:

1. **DEFINITIONS**

For the purposes of this Contract, the following definitions shall apply:

ACADEMIC PROGRAM. The collective series of general education college courses available to IIP eligible students who are currently attending or have attended a qualifying vocational certificate training program within the last six months. Individuals interested in pursuing postsecondary education and who meet community college entry standards, may seek continuation through the IIP academic program that leads to an AAS degree. Courses available under the IIP academic program include, but are not limited to, subjects that comprise the Arizona General Education Curriculum (AGEC) schedules A, B or S.

Continued participation in the academic program requires a course grade of "C" or better in each class taken. Failure to maintain this grade level will result in removal of the student from the program as it relates to funding through the Workplace and Community Transition Training Grant for Incarcerated Individuals (IIP).

ACADEMIC COMPLETER. A student that has successfully finished all course requirements of a college academic degree program and has been awarded an Associate's degree commensurate with their course of study.

AIMS. Adult Information Management System, the Department's computerized data repository for information regarding inmates committed to the Arizona Department of Corrections. AIMS is the official system of record for all inmate academic CTE (vocational)

education information, including all programs provided pursuant to this contract. Entry of relevant education data, which is timely, accurate and complete, is the responsibility of Department Education staff.

CAREER AND TECHNICAL EDUCATION (CTE). Occupational, vocational or technical education in a defined job specialty as preparation for work and/or employment in a specific job field. Upon completion of a CTE program, the student earns a Certificate of Completion or Competency in addition to receiving community college credit hours.

CAREER AND TECHNICAL EDUCATION (CTE) MANAGER. The Department employee responsible for oversight and administration of the Career and Technical Education program and the educational needs of inmate participants.

COMPLEX WARDEN. The Chief Executive Officer of a prison complex.

CONTRACTED INSTRUCTION PERIOD. The aggregate 46-week calendar period, occurring between July 1 and June 30, during which instruction is scheduled and presented.

CORRECTIONAL EDUCATION PROGRAM SUPERVISOR (CEPS). The Department employee responsible for managing educational programs presented within an institutional complex.

COURSE. A singular academic or vocational education class that is instructed pursuant to an approved program curriculum.

CTE COMPLETER. A student who has successfully finished all course requirements of a career and technical education (vocational) program, has been awarded a certificate of completion or competency, and has received a fixed number of community college credit hours.

DEPARTMENT CONTRACT LIAISON. The assigned CEPS at a prison facility; responsible for on-site liaison between the Department and College District regarding vocational training or academic education issues that arise as a result of services provided under this Contract. The CEPS is responsible for reporting significant program issues directly to the Education Administrator, and addressing local operational matters with contract partners and prison administrators.

DEPARTMENT WRITTEN INSTRUCTIONS. The Department's system of written policies, management directives and operating procedures, issued by executive staff, that govern the administration and operation of the Department consistent with State statutes, rules and sound correctional practices.

DEPUTY WARDEN. The Chief Executive Officer of a prison unit.

DEVELOPMENTAL EDUCATION. Academic classes, presented by the District, intended to prepare an inmate for college-level coursework as part of the approved academic IIP

postsecondary AAS degree program. Developmental classes primarily involve the subjects of reading, math and language arts.

DISTRICT PROGRAM LIAISON. The onsite District employee assigned to serve as the liaison between the Department and the College District regarding academic and vocational education issues involving the services provided by this Contract.

EDUCATION ADMINISTRATOR. The Department employee responsible for oversight of all inmate education, with administrative authority over Department educational staff and contract entities that provide instruction within the prison facilities.

IIP ELIGIBLE. Pursuant to U.S. Department of Education requirements, an inmate that has not yet reached 35 years of age possesses a High School Diploma or GED, is within seven years of release or parole eligibility, and has never been convicted of the crime of murder, a violent sexual offense, or an offense against a victim who was a minor. Pursuant to Department requirements, an inmate who is not classified as maximum custody or assigned to a special management or central detention unit, is not a criminal alien, and has not committed a major or more than three minor disciplinary violations within the last six months.

A student meeting these criteria is eligible to participate in a CTE certificate and the academic degree program that is completely or partially funded by monies awarded from the Workplace and Community Transition Training for Incarcerated Individuals Program (IIP) Grant.

IIP GRANT MANAGER. The Department employee responsible for oversight and administration of the IIP Training Grant for Incarcerated Individuals, as well as the educational program that it funds.

IIP PROGRAMMING TARGET POPULATION. Those individuals who meet all IIP eligibility criteria and who have 12-60 months remaining until release or parole eligibility.

INSTRUCTIONAL SERVICES RENDERED. For purposes of invoicing and fees payment, a full month's schedule of instructional activities shall be considered the expected level of service. When lesser periods of instruction are provided, invoicing and payment shall be made on a prorated and adjusted on a weekly basis, consistent with the level of instruction actually provided.

PROGRAM. Academic or vocational instruction that consists of a collective series of classes or courses which, upon successful completion, entitles the completing student to either an academic degree or a certificate in a particular vocational specialty.

PROGRAM REMOVAL. The involuntary action of removing an enrolled student from an educational or vocational program for reasons of unacceptable behavior or attendance; substandard scholastic performance; or when program eligibility standards are no longer met.

504 ACCOMMODATION PLAN. A plan that outlines reasonable accommodations to allow an inmate with a disability to participate in an educational program as required by

Section 504 of the Rehabilitation Act of 1973. Disabilities, accommodations and student eligibility are subject to the provisions of DO 910, "Inmate Education and Resource Center Services" and Title II of the Americans with Disabilities Act (ADA) of 1990.

2. THE DEPARTMENT AGREES:

2.1 To provide sufficient facility space for classroom instruction, laboratory exercises, administrative activities and utility storage necessary for the conduct of inmate education and training, consistent with the academic and vocational programs delineated within this contract.

2.1.1 Educational and training sites shall be maintained consistent with Occupational Safety and Health Act (OSHA) requirements, applicable provisions of the State Fire Marshall's Code, A.R.S. §41-1492 et seq., and the Americans with Disabilities Act (ADA).

2.2 To provide a safe and secure correctional environment for all District instructional staff engaged in the delivery of prison academic and vocational education, in accordance with established security policies and procedures.

2.3 To provide facility and inmate access to District instructional staff who have been duly cleared consistent with Department policy and security requirements.

2.3.1 The Department's CEPS's, with assistance from the Regional Education Directors as needed, shall coordinate Department administrative processes to obtain security clearance for District program staff with business necessity to access the designated Department facility.

2.3.2 In the event a District staff member is determined by the Department to be a threat to the safe and orderly operation of the institution, the individual will be denied access to the prison.

2.4 To provide the District's on-site Program Liaison access to all applicable Department Written Instructions as well as all necessary security policies and procedures relative to the provision of contracted services within a Department institution.

2.5 To establish inmate enrollment criteria and adopt a movement policy which will enhance the ability of inmate participants to attend and complete program courses.

2.6 To provide on-site liaison with the District through designation of the assigned CEPS as the on-site contact for educational matters related to this contract. Department liaison duties shall include but are not limited to:

2.6.1 Periodic review of program activities to determine if contracted services are being provided in accordance with Contract terms.

- 2.6.1.1 Program observations will be reported to the Education Administrator as appropriate.
- 2.6.2 Periodic review of program activities with District instructional staff to determine if instructional needs exist.
 - 2.6.2.1 Needs assessments will be reported to the Education Administrator, the Complex Warden and/or Unit Deputy Warden as appropriate.
- 2.6.3 Receiving periodic data on student enrollments and attendance as well as education progress, and initiating appropriate student program entries in the AIMS computer system.
- 2.7 To make student program assignments based upon individual needs as determined by the Priority Ranking Report, and to supply such student information to District instructional staff. All efforts will be made to maximize program and course enrollments and attendance.
 - 2.7.1 The Contract Liaison (CEPS) shall interact with institutional security and program staff to determine local capacity needs and assist in identifying available students in need of vocational and/or academic programming. Efforts shall be directed toward maintaining the highest possible student enrollment and retention levels.
 - 2.7.2 The Contract Liaison (CEPS) shall interact with the District Program Liaison in determining student program eligibility, evaluating student educational and vocational needs, and tracking student progress.
- 2.8 To respond to requests from District staff for information and/or student data (from AIMS) needed to facilitate academic and vocational program effectiveness and efficiency.
- 2.9 To provide "New Employee Training" to District instructional staff who provide services under the terms of this Contract, in accordance with Department Order 509, Employee Training and Education, prior to initiating activities of this contract.
 - 2.9.1 With assistance as may be needed from the Regional Education Director, the CEPS shall facilitate the availability of a training program, including the following subject areas, for District instructional staff:
 - 2.9.1.1 Inmate supervision.
 - 2.9.1.2 Staff/Inmate relationships.
 - 2.9.1.3 Safety and liability issues.

SCOPE OF WORK

ADC Contract No. 120008DC

- 2.9.1.4 Emergency procedures.
 - 2.9.1.5 Inmate games and manipulation tactics.
 - 2.9.1.6 Institutional Orders.
 - 2.9.1.7 Sexual Offense Reporting
 - 2.9.1.8 Arizona Revised Statutes and Department Orders (Attachment 8) governing District responsibilities.
 - 2.9.1.9 Any other topic that the Education Administrator or CTE Manager deem appropriate within the text of this Contract.
- 2.10 To provide annual refresher training programs, as identified by Attachment #6, Annual Employee General Training Plan, relevant to the mission of the District's Contract with the Department.
 - 2.11 To provide and/or facilitate emergency care for District employees while on a prison institution. Costs associated with emergency care shall remain the responsibility of the District.
 - 2.12 To issue payment for services rendered by the District in accordance with Attachment #2. Subject to work having been provided in accordance with this contract, Department payment shall be made within thirty (30) days after receipt and approval of the invoice. Department payments shall reference this contract number and shall be sent to:

Northland Pioneer College
Attention: Jeanne Swarthout, Ph.D., President
P.O. Box 610
Holbrook, Arizona 86025-0610
 - 2.13 To provide an annual list of general and specific post-secondary academic and vocational programs desired for the next fiscal year. Discussions and negotiations of community college education and training programs shall take place on or before June 1st, or upon mutual agreement by both parties.

3. THE DISTRICT AGREES:

- 3.0 To present a variety of vocational, academic and elective educational programs within the prison complex that address the educational needs of inmate students, that satisfy the operational maintenance needs of the facility, and that help develop marketable job skills in preparation for institutional release.
 - 3.0.1 The programs approved for presentation are delineated in Attachment #1.

CTE Program Requirements

- 3.1 To present a comprehensive curriculum of vocational education in requested occupational specialties that reflects contemporary industry standards, consistent with the list of programs delineated in Attachment #2.
 - 3.1.1 CTE programs shall be certificate or degree programs for which students earn community college credit hours.
- 3.2 To present CTE instruction utilizing qualified full-time, part-time or adjunct District staff.
 - 3.2.1 Instruction may include classroom lecture, group discussion, lab exercises and self-directed study. Course instruction may also utilize peer tutors in a supplemental role, when appropriate, and may include instruction via closed circuit or interactive television, and computer-based programming, depending upon local system and equipment capabilities and security considerations.
 - 3.2.2 The District shall, at the onset of the contract period, provide the Department Contract Liaison (assigned CEPS) and CTE Manager with a written list of scheduled instruction to include the dates, times and unit locations of instruction, as well as the identity of assigned District instructors. Changes occurring thereafter shall be promptly reported in writing.
- 3.3 To present contracted CTE program instruction based upon an open entry/open exit design.
 - 3.3.1 Only CTE programs that are covered by this contract and that have been reviewed and approved by the Education Administrator shall be presented, irrespective of any cost considerations.
 - 3.3.1.1 In the event a new CTE program is desired between annual contract renewal periods, the District shall first submit a completed CTE Program Approval Form (see Attachment #9), a copy of the course curriculum and program cost analysis (as appropriate) for review and consideration.
 - 3.3.1.1.1 New programs shall be reviewed by the Warden, CTE Manager and the Education Administrator, with final approval reserved by the Education Administrator.
 - 3.3.1.1.2 If a new CTE program is approved, an amendment to this Contract must first be initiated and executed prior to commencement of any instruction.

- 3.3.2 CTE programs will be subject to annual review for renewal consideration.
- 3.4. To ensure CTE class enrollments are limited to students who have met mandatory literacy standards. For those that have not completed a GED or received a high school diploma, concurrent enrollment in GED classes is required for participation in any CTE program.
- 3.4.1 Student enrollments into CTE programs shall be based upon Priority Ranking Report information, and the attendant assignments made by Programs and Educational staff.
- 3.4.1.1 CTE classes shall include students who are IIP eligible and within the target population, and to adhere to any student composition requirements directed by the IIP Grant Manager, in the event budget limitations so dictate (see notes on Attachment #2).
- 3.4.2 Students shall not be enrolled in more than two CTE programs simultaneously, without prior approval of the CTE Manager.
- 3.5 To notify the CTE Manager of any program (instruction) cessation, interruption or anticipated program changes or of any inability to maintain required student composition ratios required in paragraph 3.4.1.1. Such notification shall be made within 24 hours of developing or acquiring such knowledge.
- 3.6 To compile and maintain student information and program statistics that will allow for on-going program evaluation and analysis. Periodic activity reporting shall include:
- Weekly** (Detailed list of students and activity, occurring during the preceding week, is due to the assigned CEPS and the CTE Manager each Monday morning)
- Detailed information on student post-secondary academic and CTE program enrollments, completions or status change actions, as well as the dates of such actions. Information, including student name, ADC number and program name, shall be communicated in writing or through e-mail, and shall be clearly formatted so as to provide all pertinent information.
- Monthly** (Due by the 15th of the following month, submitted to the CTE Manager with the monthly invoice)
- Unduplicated number of all students that participated in each CTE program.
 - Unduplicated number and identity of students that completed a CTE program during the reporting period. Information is to include full name, ADC number, program name and date of completion.

- Number of college credits awarded to each program completer listed during the reporting period.
 - Number of vocational certificates earned during the reporting period.
- 3.7 To respond to reasonable information and data requests from ADC so as to provide accurate, thorough and timely information resulting from legislative and executive management inquiries.
- 3.7.1 To assist the assigned CEPS with a monthly reconciliation of AIMS-produced student education information against the District's student information, so as to enable a complete and accurate program management report for the Department's executive management.
- 3.8 To observe and follow the reporting chain of the CTE Manager, followed by the Education Administrator for matters or questions related to CTE programs and activity.

I.I.P. Academic Program Requirements

Only IIP post-secondary academic courses covered by this contract and distance learning courses authorized under Department Order 910, Inmate Education and Resource Center Services, shall be available throughout the Department.

The provisions outlined in Paragraphs 3.9 through 3.15 apply only if the District is being contracted to provide the IIP Academic Program, as indicated by inclusion of Attachment #3 herein.

- 3.9 To present the approved academic degree programs which lead to an Associate of Applied Science degree, to students who are IIP eligible and within the target population, consistent with the programs delineated in Attachment #3.
- 3.9.1 All IIP degree programs and courses require prior review and approval of the Education Administrator.
- 3.9.2 Academic degree programs shall be based around the following vocational programs:
- 3.9.2.1 Automotive Technology
 - 3.9.2.2 Building Construction
 - 3.9.2.3 Information Technology
 - 3.9.2.4 Component Building Technology

- 3.9.2.5 Electronics/Cabling
- 3.9.2.6 Business Management
- 3.9.3 The complete AAS degree program shall be available to IIP eligible students who are currently attending or have attended a qualifying vocational certificate training program within the last six months. The academic courses offered shall be of sufficient credit hours to meet student requirements for graduation, as prescribed by District policies and practices. Academic courses may include, but are not limited to, the classes articulated within the Arizona General Education Curriculum (AGEC) schedule A, B or S.
 - 3.9.3.1 All degree programs and courses must have prior approval of the respective College District governing board.
- 3.9.4 Academic program courses may be provided by direct classroom instruction utilizing full, part time or adjunct District staff, and may involve staff lectures, group discussion and self-directed study. Courses may also be provided via distance learning or through a hybrid approach. Instruction may also utilize peer tutors in a supplemental role when appropriate, and may include instruction via closed circuit or interactive television, or computer-based programming depending upon local system and equipment capabilities, and security considerations.
 - 3.9.4.1 Direct academic instruction shall be provided by either full-time or part-time, qualified District staff. Distance learning courses shall have an assigned District instructor of record.
- 3.9.5 Students enrolled in an academic degree program shall be limited to not more than eighteen (18) semester credit hours of study per fiscal year.
- 3.9.6 Academic program fees shall be calculated on a per-student basis, and shall be inclusive of in-state tuition, books, placement tests and related college costs.
- 3.9.7 The distance learning and academic program provisions of this Contract represent an addendum to Department Order 910 and the specific provisions governing Distance Learning/Correspondence Courses. As such, these Contract provisions are separate provisions which do not conflict with the Department Order limitations.
- 3.10 To provide developmental education courses for students applying for and accepted into an AAS academic degree program, wherein placement testing indicates the need for remedial preparation to enable the student to successfully participate in postsecondary education.

3.10.1 Upon identifying a student in need of developmental education, the IIP Grant Manager shall be contacted before initiating classes to jointly establish a plan consistent with grant requirements.

3.10.2 The District shall not present a developmental course for purposes of “testing” students’ readiness for college course work.

3.11 To compile and maintain student information and program statistics that will allow for on-going program tracking, evaluation and analysis, as indicated below:

Monthly (Due by 15th of following month)

- Total unduplicated number of (all) students enrolled in CTE programs during the month, listed by program
- Identity of IIP eligible students attending a CTE course during the month (Listed by full name, ADC number, date of birth, release date and program assignment)
- Identity of IIP eligible students that completed a CTE certificate program during the month (Listed by full name, ADC number, date of birth, release date and program assignment)
- Identity of IIP eligible students attending an academic course during the month (Listed by full name, ADC number, date of birth, release date and degree program)
- Identity of IIP eligible students that completed an academic course, AGECE Certificate or degree program (along with class grade) during the month (Listed by full name, ADC number, date of birth, release date and degree program),
- Number of AGECE Certificates earned during the reporting period.
- Number of AAS degrees earned during the reporting period.
- Final class grades for any course completed by a student during the preceding month.
- Identity of any enrolled IIP eligible student who did not meet course attendance standards, dropped or failed a class or who was transferred to a location where college attendance is no longer available.

Annually (Reporting period is October 1 – September 30, with the report due to the CTE/IIP Manager by November 10th)

- Total unduplicated number of IIP eligible students who attended a CTE program during the reporting period (listed by program)
 - Number (and identity) of IIP students who completed a CTE certificate program during the reporting period (Listed by full name, ADC Number, date of birth and release date, arranged by program and certificate type and completion date)
 - Number of community college credits earned by each individual IIP eligible CTE student during the reporting period (listed by program)
 - Number (and identity) of IIP eligible students that participated in the post-secondary academic program during the reporting period (Listed by full name, ADC Number, date of birth, and release date)
 - Number of college credits earned by each individual student that participated in the post-secondary academic program during the reporting period (listed by degree program)
 - Total number and identity of IIP eligible students receiving an AGEC certificate or an AAS degree (listed by vocational specialty and date of award)
- 3.12 To provide immediate notification to the IIP Grant Manager of any academic program (instruction) cessation, interruption or desired/anticipated program changes.
- 3.13 To observe and follow the reporting chain of the IIP Grant Manager, followed by the Education Administrator for matters or questions related to the IIP Grant and/or academic program.
- 3.14 To respond to reasonable information and data requests from the IIP Grant Manager so as to enable complete and accurate grant management reporting to the U.S. Department of Education.
- 3.15 To conduct a physical inventory of Department equipment assigned to District instructional staff. A written inventory report shall be included in the annual report to the CTE/IIP Grant Manager.

General Program Requirements

- 3.16 To designate a District contact person who shall serve as on-site Program Liaison between the District and the Department, with responsibility for interaction with the Department Contract Liaison (assigned CEPS), the CTE Manager and/or the IIP Grant Manager, as appropriate.

- 3.16.1 The Program Liaison and an instructor may be the same person; however, Program Liaison duties shall not interfere with the instructor's responsibilities or program schedules
- 3.17 In the event the assigned primary instructor is unable to conduct an academic or vocational course as scheduled, the District shall ensure notification is provided to the CEPS within 48 hours.
- 3.18 To provide post-secondary academic and CTE program instruction to inmate students during weekdays, Monday through Friday, during either daytime or evening hours depending upon local security and other inmate programming considerations, except during recognized State and College holidays (see attachment #7) or during periods of student unavailability, such as during a unit lockdown. Instruction shall be scheduled for an aggregate period of 46 weeks during the year, thus allowing for designated State and College holidays, and other periods of authorized instructor absence.
 - 3.18.1 Scheduled instruction shall be presented on designated days, consistent with local institution schedules and the ability of security and program staff to accommodate such classes, as determined by the Warden.
- 3.19 To notify the Department in the event a prospective student with a disability is identified as being in potential need of accommodation pursuant to Section 504 of the Rehabilitation Act of 1973. The Department and the District shall then review and evaluate the student's education assignment and likely accommodation needs, with regard for education program objectives as well as the resources necessary and available for such accommodation.
 - 3.19.1 Upon mutual agreement of an accommodation plan and the manner of meeting a particular disability need, the District agrees to provide reasonable accommodations consistent with Section 504 of the Rehabilitation Act of 1973.
 - 3.19.2 The District is not required to provide educational services to a student if, after reasonable good faith efforts, mutual agreement cannot be reached regarding an accommodation plan for that particular student.
- 3.20 To provide all books, equipment and supplies reasonably necessary in the presentation of CTE program instruction, from the time of program initiation and throughout continuing program presentation.
 - 3.20.1 In the event of a CTE program relocation or expansion, the Department may exercise the option to fund, in whole or part, additional books, equipment and/or supplies needed to support such program adjustment.
 - 3.20.2 As appropriate, enrolled students shall be provided with any special protective clothing or equipment needed to ensure individual safety. Protective clothing or equipment may include items such as safety glasses, gloves, goggles, protective outerwear, hats, masks, etc.

- 3.21 To provide an electronic copy of all career and technical education course curricula to be instructed to the CTE Manager and the IIP Grant Manager. No changes to course curricula shall be made without 60 day prior notice to and approval of the CTE Manager.
- 3.22 To provide the Department with timely information regarding student enrollments, program changes and/or completions, as well as periodic attendance rosters as outlined in Attachment #3, Required Reports.
- 3.22.1 In the event that a student fails to appear for scheduled education programming for 14 or more days in any calendar month, except for justifiable absence (i.e., unit lockdown or medical lay-in), the District shall initiate notification to the Contract Liaison (CEPS) who shall review the situation and initiate action to remove the student from further program involvement.
- 3.23 To facilitate and cooperate with any evaluation of contract services, as initiated, scheduled and funded by the Department.
- 3.24 To invoice the Department only for instructional services rendered, consistent with contract fee schedule #2. CTE fees shall be calculated on a contracted-program basis, and shall be inclusive of all relevant instructional, administrative and indirect program costs. Invoices shall be prepared and submitted as follows:
- 3.24.1 CTE Program Invoices: Submit a separate monthly invoice identifying the contractual fees due for the preceding month's instructional services rendered. Invoices are to be submitted by the 15th of the following month, and are to be submitted consistent with the format outlined in Attachment #6. Completed invoices and required student information shall be either transmitted electronically or sent via mail to the IIP Grant Manager, at the address indicated on Attachment #5, Invoice.
- 3.24.2 IIP Academic Program Invoices: Submit a separate invoice at time of initial college enrollment and thereafter within 15 days of new course commencements wherein costs are incurred. (For convenience, multiple student enrollments may be collectively billed via a monthly invoice due on the 15th of the following month). Invoices shall identify the enrolled/attending academic student (with ADC number), by degree program and course name, with a full description of related costs. Invoices are to be prepared consistent with the format outlined in Attachments #5. Completed invoices and required student information shall be either transmitted electronically or sent via mail to the IIP Grant Manager, at the address indicated on Attachment #6, Invoice.
- 3.24.3 Monthly lists of students are to be checked for accuracy to ensure students are not reported as being active in education after prison discharge, program completion, or transfer to another facility. Late, incomplete or inaccurate

student lists may result in delayed payment for program services, a situation that will not incur added responsibility or fault upon the Department.

- 3.25 To provide advance written notification to the Contract Liaison (CEPS) of a District instructor's scheduled absence and/or leave.
- 3.26 That inmate student computer access and use, to include peer tutors and teacher assistants/aides, shall be limited to instructional activities as part of an approved and contracted academic or CTE program, and shall be restricted so there is no internet access to the World Wide Web.
 - 3.26.1 Inmate students shall not maintain or have access to computerized inmate student records, (i.e., registration, attendance, etc.) or any other identifying personal information.
- 3.27 That grants, involving Department inmate education, may only be sought with the knowledge and approval of the Education Administrator.
- 3.28 To provide the CEPS and Education Administrator with a complete written inventory of all District-owned tools, equipment and software at the beginning of the contract period, and prior to the start date of any new program if commenced during the fiscal year.
 - 3.28.1 All District equipment shall be readily identifiable, to include being visibly marked, numbered and/or tagged.
 - 3.28.2 Additions or deletions of District-supplied equipment, to include tools and software, require advanced approval of the Complex Warden and CEPS. Once approved, a written copy of such additions or deletions shall be provided to the Education Administrator.
 - 3.28.2.1 Additions or deletions do not include replacement items.
 - 3.28.2.2 Justification for the addition or deletion shall be provided to the Education Administrator.
 - 3.28.3 Updated inventories shall be provided whenever items are added or deleted.
- 3.29 To conduct a complete inventory and provide written verification of all ADC-owned, IIP Grant property assigned to District instructional staff. This written equipment verification shall be included in the annual report to the IIP Grant Manager.
- 3.30 To ensure that new full or part-time District employees, who will have direct contact with inmates, attend mandatory new employee training provided by the Department, prior to initiating activities of this Contract.

- 3.30.1 Exact training requirements for new full and part-time District employees can be determined, with assistance of the CEPS, by contacting the local Training Officer.
- 3.31 To ensure that District employees attend annual refresher training, as identified in Attachment #6, Annual Employee General Training Plan. Required training hours shall be in accordance with Department requirements.
 - 3.31.1 Elective training shall be approved by the Department's Education Administrator.
 - 3.31.2 District employees must complete the Department's "*Request for Outside Training Credit*" (Form 509-4PF 6/25/99) as documentation. The original documentation shall be forwarded to the Department's Education Administrator, or designee, for approval.
- 3.32 Training content and time frames for completion of training shall be in accordance with Department Order 509, Employee Training and Education.
 - 3.32.1 A quarterly Training Report shall be prepared by the district and submitted in writing to the CEPS, indicating College progress toward completing both new employee and annual refresher training for the fiscal year.
- 3.33 To comply with all applicable security rules and Department Orders/Written Instructions, to include those provided within this Contract, as shown in Attachment #10, as well as all necessary security rules and regulations of the Department relative to the provision of contracted services within a correctional institution. Any allegations of non-compliance with Department rules and/or written instructions, or other District misconduct, shall be subject to investigation by the Department. Investigation by the Department may include, but need not be limited to, searches of persons, equipment and vehicles.
 - 3.33.1 All persons (including employees, Contractors, volunteers, and members of the public) entering an institution are subject to being searched prior to entering, in accordance with Department Order #708.04, Searches of Persons Entering Institutions.
 - 3.33.2 District employees shall limit their relationships with inmates and inmates' families to officially authorized activities necessary for performing contracted services in accordance with Department Order #501, Employee Professionalism, Ethics and Conduct.
 - 3.33.3 District employees shall not write letters of recommendation for inmate students.

- 3.33.4 Department written instructions, security policies and operational procedures relative to this Contract shall be accessible to District employees at each institution where instruction is presented.
- 3.34 To establish and maintain written procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out assignments under this Contract shall be used or disclosed by the District or the District's agents, officers or employees, except as is essential to the performance of duties under this Contract. Persons requesting such information shall be referred to the Department. Pursuant to A.R.S. §31-221, the District also agrees that any information pertaining to inmate students shall not be divulged, other than to employees or officers of the District as it is required for the performance of duties under the Contract, without the prior written consent of the Department.
- 3.35 That District employees providing services under this Contract shall be required to participate in the Department's Drug Free Workplace program.
- 3.35.1 Testing may be provided through Department resources, with associated costs borne by the Department.
- 3.36 That District employees shall not operate state-owned Department vehicles.
- 3.37 To prepare and submit to the Education Administrator at the beginning of the contract period, a detailed listing of all administrative District positions funded, in total or part, by this Contract. This listing shall identify by name and contact information, those District employees so funded.
- 3.37.1 This listing shall be updated and submitted to the Education Administrator throughout the contract period, as positions and or funding changes.

4. Special Terms and Conditions:

4.1 Term of Contract

4.1.1 The term of this contract shall commence on the date of final Department signature and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended, as otherwise provided herein.

4.2 Contract Extension

4.2.1 By mutual agreement and formal amendment any resultant Agreement may be extended for supplemental periods of one (1) year, up to a maximum of four (4) years.

4.3 Contract Changes

4.3.1 Any changes to this Agreement shall be handled by formal amendment through the Department, Procurement Services office signed by both parties.

4.4 Termination

4.4.1 This Contract may be terminated in whole or in part, without cause, by either party by prior written notice to the other. Such notice shall be effective sixty (60) days after mailing by certified mail, return receipt requested, to the other party

4.4.2 In the event this Contract is terminated in whole, the Department shall be obligated to pay the District for expenditures incurred, to date, by the District.

4.4.3 In the event this Contract is terminated in part, the minimum payment of the Department shall be recalculated using actual expenditures incurred. The Department shall revise Attachment #2 and/or #3 and provide the same to the District.

4.5 Cancellation for Conflict of Interest

4.5.1 Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the

Contract with respect to the subject matter of the Contract. A cancellation made pursuant to this provision shall be effective when the District receives written notice of the cancellation unless the notice specifies a later time.

- 4.6 Negotiation of programs and fees shall take place annually on or before June 1st or upon mutual agreement by both parties. Any changes, as mutually agreed, shall be accomplished by notice in the form of a revised Attachment(s) developed by the Department and provided to the District.
- 4.7 Adjustments to the Department's payment shall be made when:
 - 4.7.1 The District does not provide the academic or vocational education programs outlined in Attachment #2 and/or #3, or fails to provide qualified instructional staff, due to service interruption or vacancies. Instructional shortcomings are subject to pro-rating on a weekly basis
 - 4.7.2 Any on-site assigned District administrative position(s), which provides services under this Contract, is vacant for more than thirty (30) consecutive days, due to service interruption or vacancies.
- 4.8 The tax-base of the District shall not absorb costs of institutional programs.
- 4.9 The District shall retain ownership of all equipment, books and instructional materials acquired with District funds. Equipment, books and instructional materials purchased or otherwise funded by the Department as "start up costs" shall remain the property of the Department.
- 4.10 The District and the Department shall meet semi-annually at mutually agreed-upon dates and locations to review the academic and vocational training programs under this Contract. Meetings may be conducted via a conference call format.
- 4.11 Textbook requirements shall remain the same for not less than two (2) contract years for use within the same course class offering unless otherwise mandated by District policy. To the extent possible, the District shall ensure continuity of instruction for inmates who are transferred within the State's prison system. Continuity of instruction shall include textbook content, materials, and sequencing for the same or similar courses.
 - 4.11.1 The District shall provide a textbook for each inmate participant, where applicable.
 - 4.11.2 The District agrees to supply and maintain textbooks for occupational education programs. The District shall dispose of all outdated text books that are owned by the District.

-
- 4.12 The Risk Management Division of the Arizona Department of Administration shall review and investigate all claims of the District's personal property loss due to alleged negligence by the Department.
- 4.13 The District shall render services hereunder as an independent Contractor. The District, and all personnel supplied by the District that performs the duties stated herein, shall not be deemed employees of the Department. Neither District nor Department personnel shall, by virtue of this Contract, be entitled or eligible to participate in any benefits or privileges given or extended by either party to its own employees, to include Workman's Compensation.
- 4.14 Audit of Records
- 4.14.1 Pursuant to A.R.S. §35-214 and §35-215, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, a party shall produce the original of any or all such records.
- 4.15 Arbitration
- 4.15.1 Both parties to this Agreement agree to resolve all disputes arising out of relating to this Agreement through arbitration, after exhausting applicable Administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
- 4.16 Both parties to this Contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs, and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this Contract.
- 4.17 Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by the Director of the Department of Corrections, or designee, shall be retained by both parties until such appeals, litigation, claims or exceptions have been finally resolved.
- 4.18 Indemnification
- 4.18.1 It is acknowledged that both parties to this Contract are insured under the Arizona Risk Management Program, ARS 41-621, with respect to any liability arising from the acts and omissions of the Contractor or the Department's employees or agents arising out of the performance of this Contract.

4.19 Non-Availability of Funds

4.19.1 Every payment obligation of both parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4.20 Third Party Antitrust Violations

4.20.1 Both parties assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to either party toward fulfillment of this Agreement.

4.21 Applicable Law

4.21.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq*) and the administrative rules promulgated there under (A.A.C. R2-7-901, *et seq*).

4.22 Non-Discrimination

4.22.1 Both parties shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Each party shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, national origin or disability.

4.23 Rules and Regulations

4.23.1 Attention of the Offeror's is called to the requirements specified in Attachment #10, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

4.23.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

4.24 Unlawful Sexual Conduct

4.24.1 A person who is employed by the State Department of Corrections, a private facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of the State Department of Corrections or a city or county.

4.24.2 A prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status and who is under supervision of the State Department of Corrections or a city or county commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail.

4.24.3 Unlawful sexual conduct is a class 5 felony.

4.24.4 Unlawful sexual conduct; correctional employees; prisoners; classification;

Definition A.R.S. §13-1419.

4.25 Federal Prison Rape Elimination Act 2003

5.25.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003

4.26 Contraband

4.26.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.).

Promoting prison contraband A.R.S. § 13-2505.

4.26.2 A person, not otherwise authorized by law, commits promoting contraband;

4.26.3 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

4.26.4 By knowingly conveying contraband to any persons confined in a correctional facility; or

4.26.5 By knowingly making, obtaining, or possessing contraband in a correctional facility.

Promoting Prison Contraband is a Class 5 felony:

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505,
ADC Department Order 708

4.27 Assignment and Delegation

4.27.1 Neither party may assign any rights hereunder without the express, written, prior consent of both parties.

4.28 Entire Agreement

4.28.1 This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.

4.29 Offshore Performance of Work Prohibited

4.29.1 Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the agreement. This provision applies to work performed by subcontractors at all tiers.

4.30 Government Procurement; E-Verify Requirement A.R.S. §41-4401

4.30.1 Both parties warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

4.30.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the agreement and either party

contractor may be subject to penalties up to and including termination of the agreement.

4.30.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the agreement and the contractor may be subject to penalties up to and including termination of the agreement.

4.30.4 The State Agency retains the legal right to inspect the papers of any employee who works on the agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 4.28.1.

4.31 In accordance with A.R.S §35-391 and A.R.S §35-393, the both parties hereby certify that either party do not have scrutinized business in Sudan and Iran.

4.32 Notices

4.30.1 All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

Arizona Department of Corrections:

Arizona Department of Corrections
Attn: Denel Pickering, Chief Procurement Officer
Procurement Services
1645 West Jefferson, M/C 55302
Phoenix, Arizona 85007
(602) 542-1172 Phone
(602) 364-3790 Fax

Northland Pioneer College

Attention: Jeanne Swarthout, Ph.D., President
P.O. Box 610
Holbrook, Arizona 86025-0610
(520) 494-5711 Phone
(520) XXX-XXXX Fax

Northland Pioneer College

Instructional Offerings Worksheet

FY 2012

Contract # 120008DC

Attachment #1

CONTRACTED CTE

Program Name	Type Certificate	Courses Proposed	FT or PT?	Hours per Day	Instructional Modality	Which Unit Will Receive Instruction?
Construction Technology	Proficiency Certificate	BOC102 - Construction Safety	FT	3	Face to Face	Kaibab
		BOC136 - Plumbing Level I				
		BOC140 - Blueprint Reading I				
		BOC146 - Electrical Level I				
Computer Technology Word Processing Fundamentals	Proficiency Certificate	BOC180 - Building Maintenance	FT	3	Face to Face	Kaibab/Coronado
		AIS102 - Business Grammar				
		AIS105 - Developing Your Professionalism				
		AIS110 - Basic Keyboarding and Format				
		AIS112 - Developing Proofreading				
		AIS115 - Ten-Key Mastery				
		AIS145 - MS Word for Windows				
		AIS231 - MS Office				
		AIS298 - Portfolio				
		CIS103 - Intro to Windows				

FY 2012

CTE PROGRAMS
NORTHLAND PIONEER COLLEGE
ASPC-WINSLOW

Contract No. 120008DC
Attachment #2

PROGRAMS TO BE PRESENTED	No. of PROGRAMS	COST
Computer Technology	1	\$66,700
Construction Technology	1	\$66,700
Subtotal	2	\$133,400
Total Direct Cost for Instruction		\$133,400
Indirect Cost for Administration		\$0
Direct Cost for Administration		\$57,000
Total Program Cost		\$190,400
District Contribution		\$35,000
ADC Maximum Payment to District		\$155,400

Note:

1. Collective CTE program enrollment for each Community College shall consist of an average of no less 12% IIP-eligible students each month.

ARIZONA DEPARTMENT OF CORRECTIONS



Laura Krause, Support Services Division Director

05/01/11

Date

ATTACHMENT #3

REQUIRED REPORTS

The following written reports are to be prepared and submitted as scheduled below:

ADMINISTRATIVE REPORTS	FREQUENCY	SUBMIT TO
1. District Equipment Inventory (Use Department Form).	At the beginning of the fiscal year, and prior to the start of a new program if commenced during the fiscal year.	CEPS
2. IIP Equipment Inventory	Annually, due by November 10th	IIP Grant Manager
3. Monthly report of CTE and IIP student attendance, by inmate name, ADC number, program name, and completion date.	Monthly (due by the 15 th of the following month) as part of invoice process	CTE/IIP Grant Manager
4. Annual IIP Report of academic and CTE program involvement	Annually (due by November 10, for the reporting period of October 1 – September 30)	IIP Grant Manager

The following reports shall be provided to the concerned CEPS:

INMATE PARTICIPANT REPORTS	FREQUENCY
1. Student Activity: To report changes in student program status (enrollments, completions, withdrawals, refusals, etc)	Weekly, due Monday morning
2. Attendance Roster, by course and instructor	Bi-monthly

Note: Dissemination of data by the Department shall be in full compliance with the Family Educational Rights and Privacy Act of 1974, as amended.

ATTACHMENT #4

PROPERTY INVENTORY

The following equipment is assigned to this room. Removal is prohibited without prior written approval of the Property Custodian. Please ensure property tags are protected and are not removed.

BUILDING: _____ ROOM #: _____ DATE: _____

ADC #	SERIAL #	MODEL #	ITEM DESCRIPTION

Property Custodian: _____ Title: _____

Signature of Property Custodian: _____ Date: _____

Verified by: _____ Date: _____

Verified by: _____ Date: _____

Verified by: _____ Date: _____

Verified by: _____ Date: _____

(Quarterly

Verification

Required)

INVOICE

CTE / IIP Grant Manager
Arizona Department of Corrections
1601 W. Jefferson, Room 3119
Phoenix, Arizona 85007

Billing Period: _____
Month/Year

Location	Program Description	Amount Due
----------	---------------------	------------

Total Amount Due:

Remit To: Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025-0610

Submitted By: _____
Name and Title of billing individual

Invoice Date: _____
Date

Invoice Number: _____

Note: Processing and payment of monthly invoices can be expedited if invoices and student listings are submitted
electron

ATTACHMENT #6

**ARIZONA DEPARTMENT OF CORRECTIONS
ANNUAL EMPLOYEE GENERAL TRAINING PLAN
FY 2012**

The total number of required training hours is _____. This includes the mandatory training identified below, plus elective classes totaling _____ hours.

Employees are responsible for working with their supervisors to develop Individual Employee Training Plans that include all individual one-time-only training required for their job duties.

Training Topic	Non-Security Staff Hours
Electives (to bring total up to _____ hours)	

* Overview provided to non-institution staff.

INSTRUCTIONAL HOLIDAYS

HOLIDAYS

New Year's Day
Martin Luther King, Jr./Civil Rights Day
Presidents' Day
Spring Break*
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving*
Christmas Day
Winter Break*

DATE OBSERVED

January 1
Monday closest to January 15
Third Monday in February
3rd week of March
Last Monday in May
July 4
First Monday in September
October 12
November 11
Fourth Thursday in November

December 25
Last week of December

* Community College Holidays

ATTACHMENT #8

DEPARTMENT ORDERS

DO 109	Smoking and Tobacco Regulations
DO 116	Employee Communicable Disease Exposure Control Plan
DO 125	Sexual Offense Reporting
DO 205	Contractor Security
DO 304	Equipment and Inventory System
DO 501	Employee Professionalism, Ethics and Conduct
DO 513	Employee Property
DO 503	Employee Grooming and Dress
DO 509	Employee Training and Education
DO 522	Drug Free Workplace
DO 602	Background Investigations
DO 708	Searches
DO 910	Inmate Education and Resource Center Services

DIRECTOR'S INSTRUCTIONS

DI 213	Domestic and Workplace Violence
DI 262	Revisions to DO 116, Employee Communicable Disease Exposure Control Plan

ATTACHMENT #9

ARIZONA DEPARTMENT OF CORRECTIONS
CTE PROGRAM APPROVAL FORM

College: Northland Pioneer College	ADC Complex: ASPC-Winslow
------------------------------------	---------------------------

Program Title: <i>(College curriculum or catalog documents can be attached.)</i>		
Course Title(s)	Course Number(s)	Credit Hours
		Total Credit Hours

Proposed Implementation Date: <i>The implementation date for the course(s) is/are the date(s) that instruction begins (e.g. 3/1/11).</i>
--

Level of Certification: Basic _____ Intermediate _____ Advanced _____

Required Prerequisite Course Numbers

--	--	--	--	--	--	--	--	--	--

Program/Course Description: This should be a brief statement that describes the overall goal(s), content, and major topics of the course/program. Description should be 25 to 100 words. Do not use abbreviations.

Has this course been approved by the College district governing board? Yes _____ No _____

Is this a full-time or part-time program? Full-time _____ Part-time _____

How many days per week and hours per day? Days per week _____ Hours per day _____

Does this program lead to an associate degree? Yes _____ No _____

List the core competencies the student should attain in the program. (Use as much space as necessary.)

COLLEGE SIGNATURES AND INFORMATION

Authorized College Signature (Required)

Name

Title

Print name of authorized college official

Telephone () _____

Fax () _____

E-Mail _____

Date Submitted _____

TO BE COMPLETED BY COMPLEX ADC CORRECTIONAL EDUCATION PROGRAMS SUPERVISOR (CEPS)

Unit(s) from which inmates will come _____

Classroom/lab space is available? Yes_____ No_____ Location _____

Are the required tools available by the college? Yes_____ No_____

Are required classroom equipment and supplies available by college? Yes_____ No_____

Are ADC security personnel available to monitor the class? Yes_____ No_____

Are there other program requirements that must be met? If so, list below. Use as much space as necessary.

ADC Administrative Use Only**START UP AND PROGRAM COST(S)**

AIMS CODE	AIMS PROGRAM TITLE

Approved _____

Warden

Disapproved _____

Warden

Date _____

Approved _____

CTE Manager

Disapproved

CTE Manager

Date _____

Approved _____

Education Administrator

Disapproved _____

Education Administrator

Date _____

**RULES AND REGULATIONS FOR NON-EMPLOYEES OF THE
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON**

CONTRACT NO. 120008DC

PAGE NO. 1

POLICY STATEMENT:

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

PROCEDURES:

1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.
2. Persons are allowed the materials necessary for the performance of their duties.
3. All non-staff personnel may have in their possession the following:
 - A. A wallet with normal contents, ie.,
 1. photos and personal papers.
 2. currency not to exceed \$20.00 (Twenty Dollars). Excess will be reported to the shift commander prior to entry.
 3. no credit cards or checkbooks are allowed.
 - B. Handkerchief and comb.
 - C. Tobacco products and smoking apparatus for normal daily use.
 - D. Keys as necessary (auto and home). Fingernail clipper.
 - E. Confectionary items (gum, candy, etc.)
 - F. Watch and rings.
4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and are in the original prescription container.

**RULES AND REGULATIONS FOR NON-EMPLOYEES OF THE
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON**CONTRACT NO. 120008DC

PAGE NO. 2

- A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.
- B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
- C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingeries, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and the fact will be reported to the Shift Commander.
 - 1. Any deviation from this policy must be cleared with the warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

NOTE: If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all time during your stay at the Arizona State Department of Corrections.

ARS 31-204 Interest of employee and non-employee in contracts, gifts to or for prisoner: penalty

- A. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he

**RULES AND REGULATIONS FOR NON-EMPLOYEES OF THE
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON**

CONTRACT NO. 120008DC

PAGE NO. 3

performs for or on behalf of a contractor, or any agent or employee of a contractor.

- B. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
- C. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

ARS 31-231 Unauthorized communication with prisoners: penalty

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detailed therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

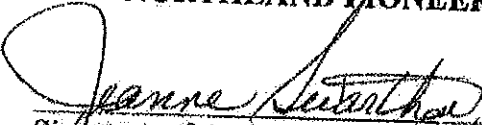
Signature

Date

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IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

NORTHLAND PIONEER COLLEGE


Signature of Authorized Individual

Date

Jeanne Swarthout, Ph.D.

Typed Name

President

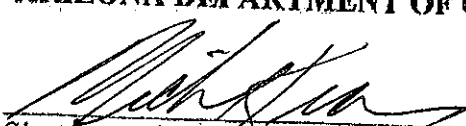
Typed Title

P.O. Box 610

Holbrook, Arizona 86025-0610

Address

ARIZONA DEPARTMENT OF CORRECTIONS


Signature of Authorized Individual

Date

Michael P. Kearns

Typed Name

Division Director, Administrative Services

Typed Title

1601 West Jefferson Street, M/C 328

Phoenix, Arizona 85007

Address

Additional Signatures as Applicable

Signature

Date

Typed Name

Typed Title

Prepared by: Sharon Yarbrough, Senior Procurement Specialist

Date: June 13, 2011

Signature

Date

Typed Name

Typed Title