

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 October 16, 2012 beginning at 10:00 a.m. The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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

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

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

I, Lisa Jayne, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 15th day of October 2012, at 9:30 a.m.

Lisa Jayne, Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. NAVAJO-HOPI OBSERVER
5. KINO RADIO
6. KNNB RADIO
7. KONOPNICKI COMMUNICATIONS [KQAZ/KTHQ/KNKI RADIO]
8. KRVS 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

Governing Board Meeting Agenda

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

Date: October 16, 2012

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

| <u>Item</u> | <u>Description</u> | <u>Resource</u> |
|--|--|----------------------|
| 1. | Call to Order and Pledge of Allegiance..... | Chairman Jeffers |
| 2. | Adoption of the Agenda (Action) | Chairman Jeffers |
| 3. | Call for Public Comment..... | Chairman Jeffers |
| Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda. | | |
| 4. | Reports: | |
| A. | Financial Position | Vice President Hatch |
| B. | CASO..... | Ina Sommers |
| C. | NPC Faculty Association | Kenny Keith |
| D. | NPC Student Government Association | Melissa Luatua |
| E. | Institutional Effectiveness (IE) Report | Dr. Leslie Wasson |
| F. | NPC Foundation..... | Lance Chugg |
| 5. | Consent Agenda..... (Action) September 18, 2012 Regular Meeting Minutes | Chairman Jeffers |
| 6. | Old Business: Apache County Analysis | Vice President Hatch |
| 7. | New Business: | |
| A. | Request to Accept Board Member Resignation (Action) | President Swarthout |
| B. | Request to Approve the NATIVE IGA (Action) | Vice President Hatch |
| C. | Request to Accept Trade Adjustment Assistance Community College and Career Training (TAACCT) - Arizona Sun Corridor Get Into Energy Consortium (ASC-GIEC) Grant (Action) | Vice President Hatch |
| D. | Request to Approve NATC Master Facility Plan Fee Proposal (Action) | Vice President Hatch |
| 8. | Standing Business: | |
| A. | Strategic Planning and Accreditation Steering Committee Report.... | Director Bishop |
| B. | Human Resources Update | Vice President Hatch |
| C. | President's Report..... | President Swarthout |
| 9. | Board Report/Summary of Current Events | Board Members |
| 10. | Announcement of Next Regular Meeting November 20, 2012 | Chairman Jeffers |
| 11. | Adjournment | Chairman Jeffers |

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



Northland Pioneer College

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

July 1, 2012 to August 31, 2012

Budget Period Expired

17%

Tax Supported Funds

| | General Unrestricted | | | | Unrestricted Plant | | | | |
|-----------------------------|----------------------|----------------------|--------------------|------------|---------------------|----------------------|--------------------|------------|--|
| | Budget | Current Month Actual | Y-T-D Actual | % | Budget | Current Month Actual | Y-T-D Actual | % | |
| REVENUES | | | | | | | | | |
| Primary Tax Levy | 13,167,562 | 30,448 | 123,306 | 1% | | | | | |
| State Aid: | | | | | | | | | |
| Maintenance and Operations | 1,689,700 | | 422,425 | 25% | | | | | |
| Capital | | | | | 0 | 0 | 0 | | |
| Equalization | 5,367,100 | | 1,342,525 | 25% | | | | | |
| Out of County Reimbursement | 600,000 | | | 0% | | | | | |
| Tuition and Fees | 5,300,000 | 479,938 | 797,273 | 15% | | | | | |
| Investment earnings | 125,000 | 22,948 | 31,676 | 25% | | | | | |
| Grants and Contracts | 1,000,000 | | 218,453 | 22% | | | | | |
| Other Miscellaneous | 200,000 | 12,293 | 38,882 | 19% | | | | | |
| Transfers: | (11,750,000) | (916,667) | (1,852,433) | 16% | 11,000,000 | 916,667 | 1,833,333 | 17% | |
| TOTAL REVENUES | \$15,699,362 | (\$371,039) | \$1,122,107 | 7% | \$11,000,000 | \$916,667 | \$1,833,333 | 17% | |
| EXPENDITURES | | | | | | | | | |
| Salaries and Wages | 16,491,627 | 1,046,811 | 1,716,553 | 10% | | | | | |
| Operating Expenditures | 7,508,620 | 565,708 | 1,093,069 | 15% | | | | | |
| Capital Expenditures | 199,115 | 20,700 | 20,776 | 10% | 11,085,000 | 970,972 | 1,124,952 | 10% | |
| TOTAL EXPENDITURES | \$24,199,362 | \$1,633,219 | \$2,830,398 | 12% | \$11,085,000 | \$970,972 | \$1,124,952 | 10% | |

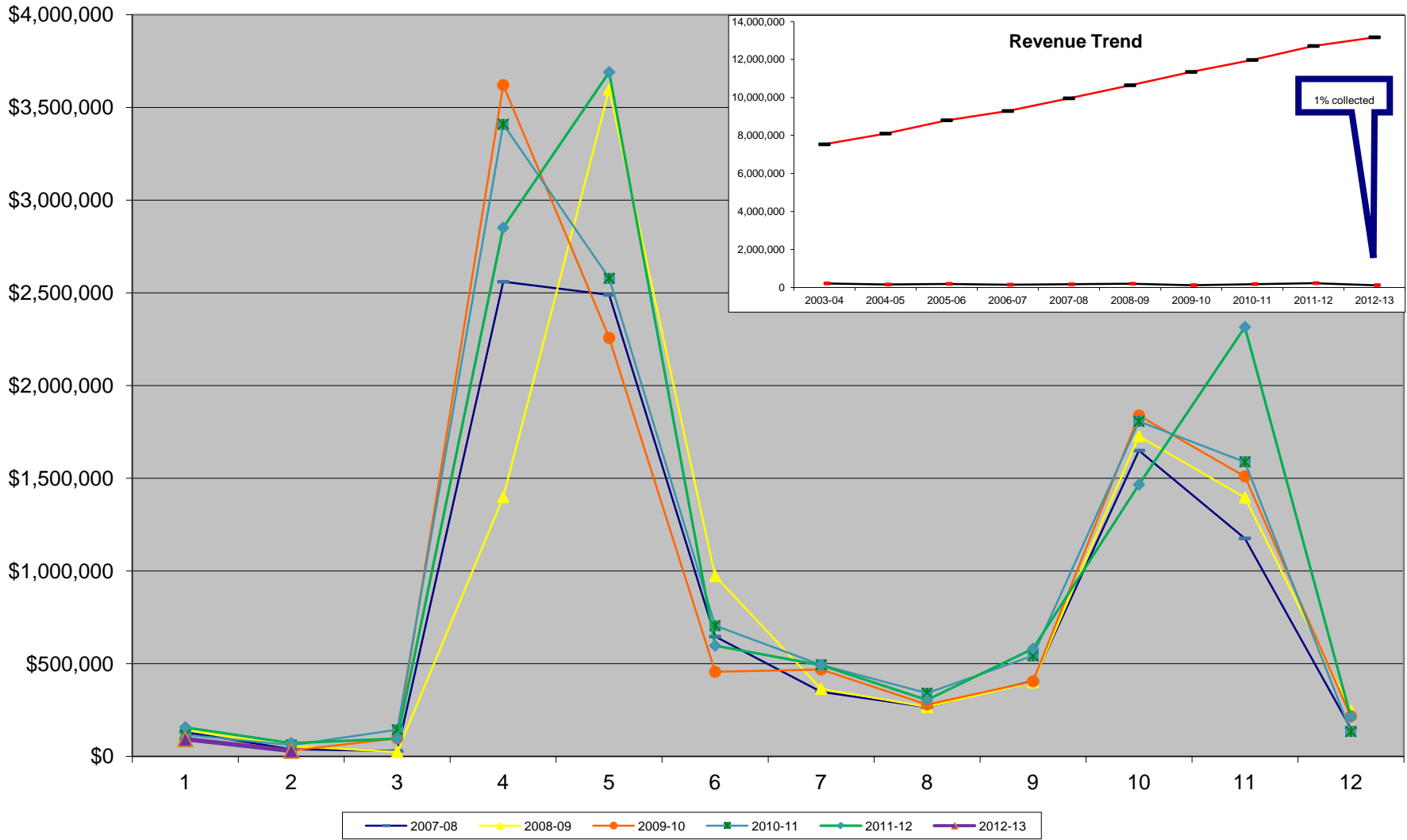
Restricted, Auxilary and Agency Funds

| | Restricted | | | | Auxiliary | | | | Agency | | | |
|---------------------------|--------------------|----------------------|--------------------|------------|------------------|----------------------|------------------|------------|------------|----------------------|--------------|---|
| | Budget | Current Month Actual | Y-T-D Actual | % | Budget | Current Month Actual | Y-T-D Actual | % | Budget | Current Month Actual | Y-T-D Actual | % |
| REVENUES | | | | | | | | | | | | |
| Grants and Contracts | 5,400,000 | 120,034 | 200,483 | 4% | | | | | | | | |
| Sales and Services | | | | | | | | | | | | |
| Bookstore | | | | | 125,000 | 72,996 | 79,495 | 64% | | | | |
| Other | | | | | 225,000 | 17,526 | 22,354 | 10% | 0 | 142 | 317 | |
| Investment Earnings | | | | | | | | | | | | |
| Donations | | | | | | | | | | | | |
| Board Designated Donation | | | | | | | | | | | | |
| Transfers: | 600,000 | | 12,994 | 2% | 150,000 | | 6,106 | 4% | | | | |
| TOTAL REVENUES | \$6,000,000 | \$120,034 | \$213,477 | 4% | \$500,000 | \$90,522 | \$107,955 | 22% | \$0 | \$142 | \$317 | |
| EXPENDITURES | | | | | | | | | | | | |
| Salaries and Wages | 768,269 | 65,152 | 107,381 | 14% | 355,524 | 16,337 | 31,571 | 9% | | | | |
| Operating Expenditures | 5,081,731 | 1,178,798 | 1,227,429 | 24% | 144,476 | 36,086 | 38,285 | 26% | 0 | 65 | 65 | |
| Capital Expenditures | 150,000 | | 2,583 | 2% | | | | | | | | |
| TOTAL EXPENDITURES | \$6,000,000 | \$1,243,950 | \$1,337,393 | 22% | \$500,000 | \$52,423 | \$69,856 | 14% | \$0 | \$65 | \$65 | |

| | |
|--|-----------------------|
| Cash flows from all activities (YTD) | 3,277,189 |
| Cash used for all activities (YTD) | 5,362,664 |
| Net Cash for all activities (YTD) | \$ (2,085,475) |

Unrestricted Fund Balance available for operations: \$ 8,585,000 YTD required **\$ 961,559** 11%

Monthly Primary Property Tax Receipts



Institutional Effectiveness Quarterly Report

1. **Survey Software Update**

Several new surveys have been launched, including one to assess the disabilities services perceptions of high school counselors and one to measure post-educational work status of Perkins grant-funded program graduates. We hope to roll out an overall alumni survey series shortly.

2. **National Student Clearinghouse Update**

New data are being used to measure transfer rates and destinations of students who leave NPC. Also, we will be able to pull out students who are continuing their education from our required workforce reporting for Perkins and Workforce development.

3. **Institutional Effectiveness**

The various committees charged with leading Assessment, Program Reviews, Instructional Council, Strategic Planning, Archiving, Learning Technologies, and similar, are all launched for the year. We are continuing our efforts to integrate and streamline processes so we don't duplicate resources, and so we have a comprehensive and coherent body of information already compiled for our accreditors when the time comes.

4. **Committee Launch for Review of Course Evaluation Content**

A diverse committee will be examining the content of the course evaluation instruments with an eye toward converting at least some of them to online administration as a pilot effort in Fall 2012. After review by the Instructional Council, we have agreed to pilot test the existing survey in an online delivery using volunteer classes from each division this fall. The faculty committee evaluating the content can then distinguish the effects of that change from changes in the questions themselves.

5. **Current goals:**

- a. Economic impact measures
- b. Retention models
- c. Risk factors for students (what can we mitigate?)
- d. Ongoing data completeness and integrity (intent)

6. **Non-tribal native serving institution and research visit from Dr. Amy Fann**



Northland Pioneer College

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Navajo County Community College District Governing Board Meeting Minutes

September 18, 2012 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Bill Jeffers, Ms. Ginny Handorf, Mr. Daniel Peaches.

Absent: Mr. Dusty Parsons, Ms. Louella Nahsonhoya

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

Others Present: Dave Roberts, Melissa Luatua, Wendy Shepard, Doug Brimhall, Matt Weber, Stuart Bishop, Karl Derran, Kenney Keith, Francie Payne, Frank Lucero, Peggy Belknap, Ann Hess, Beulah Bob-Pennypacker, Tamara Martin, Everett Robinson, Jake Hinton, Steve Peck, Maderia Ellison.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 10:04 a.m. Ms. Handorf led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Chairman Jeffers introduced Frank Lucero, the new NPC Board Member for 2013 for District 3. Mr. Peaches moved to adopt the agenda as presented. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Reports

Financial Position – Vice President Hatch

Vice President Hatch went through the financial report with the Board, there being only one month of the fiscal year to report on. In the General Unrestricted Fund the primary tax levy has only brought in about \$93,000, which is about 1% of projected, and is significantly lower than what it has been normally. YTD there is \$123,000 on collections. As seen in the last couple of years, people are paying their taxes at the point that it's due.

In the General Unrestricted Fund what has driven revenue is State aid; maintenance and operations and equalization. The first quarterly payment of state aid has been received. Grants and contracts area has also increased, being at 22%. Total revenue for the General Fund is at 10%. After transfers, expenditures are typical for July. For the General Fund expenditures are at 5% or just under \$1.2 million.



The **Unrestricted Plant Fund's** only revenue stream, as has been the case for several years, is transfers from the General Fund. \$11 million has been budgeted to transfer from the General Fund this year. For July that was just over \$900,000. That will continue to happen throughout the fiscal year.

Expenditures for the month of July are relatively low. That is primarily due to timing. As of today, just under \$2 million has been spent in the Capital Expenditure Fund, which is about 18%. That is on target.

The **Restricted Fund**, as usually seen in July, shows fairly small activity, just 2% expenditures, and in order to balance expenditures with revenues \$13,000 has been transferred from the General Fund into the restricted fund. The **Auxiliary**, in order to balance the 3% of expenditures just over \$6,000 has been transferred from the General Fund.

Vice President Hatch noted that the budget shows the College has budgeted to expend more this year than the amount of revenues collected, and wanted to show the net cash for the month and fiscal year is about \$1 million. The College has budgeted to expend from fund balance just over \$8.5 million. The College will track how much is being required and will be noted in the financial report. Vice President Hatch stated that he did not anticipate the College would expend the entire \$8.5 million because of the contingency budget. The College may end up between 80% and 85% of that \$8.5 million actually being required, unless something unforeseen comes about.

NPC CASO – Ina Sommers

None.

Faculty Association– Kenny Keith

Kenney Keith stated in regards to Shared Governance procedures, committees and subcommittees are in place but are lacking a couple of chairs. In regards to community service, Dr. Mike Solomonson was a judge for the Navajo County Pageant and numerous CTE and department faculty and members are helping Catalyst employees with resumes and application skills. Tickets are on sale for the fall musical, AIDA, in November. Frank Pinnell, NPC Welding Instructor, is working with Skills USA on the leadership conference coming up on October 22. The faculty is very excited about the Holbrook Skills Center coming to fruition.

NPC Student Government Association- Melissa Luatua

Melissa Luatua presented Wendy Shepard, the President of SGA to the Board. Ms. Shepard stated that the first SGA meeting is scheduled this Friday in Video 1 from 2 to 4pm. The Outdoor Club is being put together and the banner is done and SGA is promoting it at campuses and centers. The SGA 3rd Annual Basketball Tournament will be at Holbrook High School Gym October 20 and 21. Ms. Shepard invited everyone to attend.

NPC Foundation- Lance Chugg

The Foundation report was heard after the Human Resources report due to Lance Chugg's late arrival. Mr. Chugg stated that the golf tournament fundraiser was canceled due to low turnout and this, he felt, was a reflection of the economic standing of the community, mainly due to Catalyst closing. Mr. Chugg stated a board member had been added to the Foundation Board; Glen Newhart



from the Summit Healthcare Foundation. Also, there will be a board appointment from Apache County soon, and it is the Foundation's intention to add a Native American member to the Board. The Foundation lost Mr. Larry Matyas, who passed away recently; Mr. Matyas served as the Foundation's treasurer.

The Foundation's Annual Meeting, which is also a scholarship dinner for recipients, is being organized. Oct 11 and 18 are potential dates and Mr. Chugg invited the DGB to attend. The annual auction will not be scheduled this year but there will be an auction component for the annual meeting to help raise money for scholarships. Mr. Chugg stated the Foundation is working on bringing back Music in the Pines.

Ms. Handorf asked if the Foundation was adding a number of members to the Board. Mr. Chugg stated that presently the Board is below the authorized amount of Board members. Chairman Jeffers asked how many scholarships the Foundation was going to be able to give out this year. Mr. Chugg stated due to the audit expenses that scholarships will be smaller this year, and he is anticipating about 15 scholarships.

Agenda Item 5: Consent Agenda

- A. August 21, 2012 regular meeting minutes, study session minutes, and executive session minutes.
- B. 2012-2013 Dual Enrollment Intergovernmental Agreements between the Navajo Community College District and Hopi Junior/Senior High School, Ganado USD #20, and Blue Ridge USD #32.

Ms. Handorf moved to approve the Consent Agenda as presented. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 6: Old Business

A. Request to Approve City of Show Low Drainage Easement

Vice President Hatch stated NPC staff recommends approval of the drainage easement with the City of Show Low. At August's board meeting, the Board had requested staff provide some additional information, particularly regarding future improvements at the location. Mr. Doug Brimhall from TETRA TECH was noted as being present to help answer questions.

Vice President Hatch presented a letter from the City of Show Low to Mr. Brimhall regarding future improvements. Vice President Hatch gave each Board member a copy of the letter. Vice President Hatch stated that the Public Works Director from the City of Show, Mr. William Kopp, indicates that City Code requires that a drainage facility conveying 50cf per second or more is considered public and an easement for the facility is required and that is a condition of our current project permit of site improvements taking place at the White Mountain Campus.

In the letter from the City of Show Low, the City states they cannot currently make a formal commitment for financial participation in any future projects, however they would take a look at it at the time and look at the scope of the project, look at the financial ability of the City to participate and also look at the demonstrated need for the project relative to public benefit for the tax payers.



Chairman Jeffers asked Mr. Brimhall from TETRA TECH about the expected drainage flow that might be expected. Mr. Brimhall stated that it is in excess of 100, around 150 at a hundred year rate.

Chairman Jeffers asked several more questions of Vice President Hatch and Mr. Brimhall from TETRA TECH clarifying the City of Show Low's stance on the easement and liability of maintenance.

Mr. Peaches moved to approve the drainage easement to the City of Show on WMC. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 7: New Business

7.A. Request to Approve Withdrawal of Bid for PDC Skill Center Project

Vice President Hatch stated there was a bid opening for the Painted Desert Campus Skill Center Project on September 11. NPC received 12 bids; the firm SDB, Inc. submitted the low bid. SDB did not bid the project properly and have requested to withdraw their bid. Staff recommends the Board allow SDB, Inc. to withdraw their bid. Chairman Bill Jeffers asked Vice President Hatch several clarifying questions about the project bid process.

Ms. Handorf moved to approve SDB, Inc. be allowed to withdraw their bid for the PDC Skill Center Project. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

7.B. Request to Award Contract for PDC Skill Center Project

Vice President Hatch stated staff recommends the Board award the bid for PDC Skill Center Project to Whiteriver Construction for the low base bid price and all alternates for a total of \$4,898,387 which is within budget. NPC has had positive project relationship with Whiteriver Construction in the past. Vice President Hatch summarized alternates for the Board's information.

Mr. Peaches asked if the agenda needs to list the name of the contractor in question on the agenda. President Swarthout said she would need to check with College Counsel.

Ms. Handorf moved to award the contract for the PDC Skill Center Project to Whiteriver Construction, including alternates 1 through 5, for the amount of \$4,898,387. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

7.C. Request to Award Contract for 2013 Class Schedules

Vice President Hatch stated a RFP to print, bind, mail prep and deliver 54,000 copies of the Spring and 2013 Class Schedule, 47,500 copies of the Summer 2013 and 54,000 copies of the Fall 2013. Vice President Hatch stated class schedules are an important source of information for students in the communities and they also provide a significant marketing function for the District. The scope and quantities identified in the contract are similar to what has been done in the past with class schedules and the printing and delivery of class schedules is a budgeted item. Only three vendors submitted a packet by due date. The low bid was for option #2, which provides mailing all from Phoenix postal service area. It was submitted by Signature Offset in Tempe, AZ, at a price of



\$50,257.18, which does include taxes. Staff recommends that the contract be awarded to Signature Offset for the bid price.

Chairman Jeffers asked about schedules being wasted at the post office as they are frequently thrown away. Vice President Vest stated that there is a problem with smaller PO boxes being too small for the oversized schedules, and the reason NPC uses the oversized schedule is because all of our course content is published in that course schedule. If it is shrunk down into a size that fits into a smaller PO Box it would need to be stitch bound and it significantly increases the cost of the schedule. Vice President Vest said despite the perception of waste this is the cheapest way to deliver a printed schedule to everybody who is a potential student in the service area.

Chairman Jeffers clarified that everyone within Navajo County and Apache gets a copy. Vice President Vest stated that was the case. Chairman Jeffers clarified that cost was \$.30 a schedule. Vice President Vest stated that was the case.

Ms. Handorf moved to award the contract for 2013 class schedules to Signature Offset, option #2 for \$50,257.18. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

7.D. Request to Approve Board Appointments to NATC Board

President Swarthout stated staff recommends Vice President Hatch, Vice President Vest, and Dean Peggy Belknap be appointed to the NATC Board. On Friday, September 14, the NATC Board that existed voted to accept the new bylaws and associated documents. As a result, there will be three voting members on the Board, and they will all be appointed by NPC. This brings NPC into compliance with General Session Law and College Counsel is preparing a letter to go to the Auditor General's Office regarding compliance.

Chairman Jeffers asked if the NPC members of the NATC Board serve at the will of NPC DGB, and President Swarthout stated that was the case. Chairman Jeffers also asked if adopting the bylaws was the only actions the NATC Board took on Friday and President Swarthout stated it was not. She referenced the other NATC documents the Board had been handed pertaining to NATC, which included altering their bylaws; they did take action on a Promissory Note and a Deed of Trust.

Mr. Peaches asked about making a member someone from the public. President Swarthout stated that could be something the Board could consider for the future. The bylaws specify three members from the College. President Swarthout also stated she is going to move NATC meetings to follow Open Meeting Laws. Chairman Jeffers stated his understanding was that the College needed to provide three representatives, the bylaws does not dictate they be employees so the DGB Board could then appoint three people from outside the College or one person could be from outside the College as a representative of the College. President Swarthout stated that was the case.

Ms. Handorf asked if the DGB Board would receive a report from the three representatives on the NATC Board. President Swarthout stated there had been discussion about a quarterly report from the three NPC representatives on the NATC Board to the NPC DGB, rather than a monthly one, or perhaps a study session with the DGB Board quarterly. Chairman Jeffers asked some questions about how the new NATC Board will now function.



Mr. Peaches moved to approve the Board appointments of Vice President Hatch, Vice President Vest, and Dean Peggy Belknap to the NATC Board. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

7.E. Request to Approve Router Purchase

Director Bishop expressed the staff's recommendation that the Board approve networking equipment purchase from World Wide Technology in the amount of \$58,166.59 that is inclusive of tax. The purpose of the equipment is a router that will help support an influx of network connectivity traffic that has increased this semester from last semester to ensure reliable connectivity through the location. There are also two network switches needed to support a server enclosure for WMC to provide critical services to NPC. Chairman Jeffers asked if the purchase went out to bid or if there was only one vendor. Director Bishop stated there was an informal bid as NPC received quotes from multiple vendors, but was priced through a state contract.

Ms. Handorf moved to approve the purchase of networking equipment through World Wide Technology, Inc. in the amount of \$58,166.59. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

7.F. Request to Approve Document Imaging

Director Bishop stated staff recommends the purchase of Nolij Web, which is a document imaging and workflow solution provider from Jenzabar, Inc., who is NPC's enterprise resource planning provider in the amount of \$340,000 plus any applicable taxes. Throughout the last few months of this year, IS staff and business staff have received presentations from two of Jenzabar's preferred document imaging providers, one is Nolij and one is Feith. Imaging workflow's purpose is to eliminate paper. But it also allows automating some processes to provide better service to students.

Director Bishop referenced the attachment that describes Nolij Web. Director Bishop also requested that the Board consider the two vendors as sole source providers as they integrate completely with NPC's ERP System provided through Jenzabar. ERP support provider was the best solution for synergistic function. NPC did request that both vendors provide pricing through some sort of consortium agreement that was competitively bid and they were bid through GSA. Nolij provided for Solution a GSA pricing schedule and their pricing was shown to be better than what is on the GSA pricing schedule.

Mr. Peaches moved to approve document imaging and workflow solutions from Nolij Web in the amount of \$340,000 plus taxes, and the Board recognizes that Nolij and Feith are sole providers for document imaging based on their partnership with Jenzabar. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

7.G. Request to Confer Administrative Emeritus Status

Vice President Vest stated that staff recommends approval of emeritus status for Ms. Leslie Collins, Academic Advisor at the WMC. Ms. Collins will be retiring at the end of September. She has been with NPC for twelve years and does not meet the normal emeritus time of service standard, Procedure 2776 does allow the Board to make exceptions if certain criteria are met to the 15 year emeritus status standard and staff is very comfortable that Ms. Collins meets that exception standard.



Mr. Peaches moved to approve Administrative Emeritus status for Leslie Collins. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 8: Standing Business

8.A. – Strategic Planning and Accreditation Steering Committee (SPASC) Report – Director Eric Bishop

Director Bishop stated there is no report as SPASC is meeting for the first time this year on September 21st but there will be a report next month.

8.B. – Human Resources Update – Vice President Hatch

Vice President Hatch went over the Human Resources Update presented to the Board. Faculty in Early Childhood Development has been filled, Betsy Peck started on August 22. She has her bachelors and masters from ASU. Faculty in Cosmetology has also been filled. Stacy Ashcraft started September 17. Stacy has an associate's degree from NPC. The Director of Human Resources position closed August 15, there were 20 applicants and interviews happened September 17. ADOC part-time faculty closes September 21, just one applicant at this time. The remaining positions are either open until filled or will be reposted.

8.B.a. Emeritus Award – Leslie Collins

Dean Jake Hinton-Rivera presented Leslie Collins with an Administrative Emeritus award. Leslie Collins expressed her thanks to the Board.

Agenda Item 9: President's Report

None.

Agenda Item 10: Board Report/Summary of Current Event

Ms. Handorf stated that during the regular AACPC meeting, the AADGB met and discussed reorganization. Alan Maguire walked the AADGB through the timeline and establishments of the new structure. President Swarthout stated there would be a formal adoption presented to NPC DGB in November, and information would be brought to the Board in October. Mr. Peaches stated his daughter is taking a course at Kayenta Center and she has expressed that her two instructors have been helpful and friendly. Chairman Jeffers stated it was good to see an NPC presence at the County Fair.

Agenda Item 11: Announcement of Next Regular Meeting: The next regular District Governing Board Meeting is Tuesday, October 16, 2012. There is also a September 27 Board Retreat in Hopi, and an October 5 District Governing Board Third Annual Legislative Summit Meeting in Flagstaff.

Agenda Item 12: Adjournment

The meeting was adjourned at 11:50 a.m. upon a motion by Mr. Peaches, a second by Ms. Handorf, and a unanimous affirmative vote.



Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Board Secretary



Review of 2011-12 Apache County Analysis

Summary

Under the provisions of the Intergovernmental Agreement to provide educational services to Apache County, an analysis is completed for each fiscal year of operations. The completed analysis for fiscal year 2011-12 is attached and will be reviewed.

As a result of the 2011-12 analysis, Apache County will be billed \$152,294.04 for services rendered by the College that are in excess of revenues received from and attributed to Apache County.

Staff continues to work closely with the Apache County Higher Education Committee and Apache County officials to provide quality services. This analysis and the attendant billing to Apache County demonstrate that the cost of program delivery to Apache County creates no burden on the tax payers of Navajo County.



**APACHE COUNTY ANALYSIS
FISCAL YEAR 2010/2011
As of June 30, 2012**

| REVENUES | <u>Amount</u> |
|---------------------------------|-------------------|
| Tuition | \$ 485,747.56 |
| Fees | 126,840.61 |
| State Aid - Operating & Capital | 219,093.11 |
| NAVIT Revenues | 85,773.02 |
| Apache County IGA | <u>530,000.00</u> |
| Total | \$ 1,447,454.30 |

| EXPENSES | |
|---------------------|-------------------------------|
| Direct expenses | 964,480.00 |
| Indirect expenses | 597,917.00 |
| Designated expenses | <u>37,351.34</u> |
| Total | \$ 1,599,748.34 |
| Surplus/(Deficit) | <u><u>\$ (152,294.04)</u></u> |

**Apache County Analysis
Revenues
As of June 30, 2012**

| | |
|---|---------------------|
| Apache County Full Time Student Equivalent (FTSE) Percent | 12.66% |
| Total NPC | |
| Tuition | \$ 3,835,775 |
| Class Fees | \$ 1,001,615 |
| Total Tuition & Class Fees | <u>\$ 4,837,390</u> |
| State Aid - Operating & Capital | \$ 1,730,100 |
| NAVIT Instruction Revenues | \$ 677,319 |
| Apache County (calculated based on FTSE) | |
| Tuition | \$ 485,748 |
| Class Fees | \$ 126,841 |
| Total Tuition & Class Fees | <u>\$ 612,588</u> |
| State Aid - Operating & Capital | \$ 219,093 |
| Net NAVIT Revenues | \$ 85,773 |

Notes:

Tuition and Class Fees are not collected by location

**Apache County Analysis
Direct Expenses
As of June 30, 2012**

| | St Johns 72 * | Springerville 74 | Apache CO Misc 75 | Apache CO CDA 76 | Total |
|------------------------|--------------------------|-----------------------------|----------------------------------|---------------------------------|----------------|
| Salaries and Wages | 324,010 | 250,710 | 9,549 | 18,825 | 603,094 |
| Fringe Benefits | 77,380 | 63,141 | 1,483 | 1,603 | 143,607 |
| Contractual Services | 6,070 | 41,394 | | | 47,464 |
| Supplies and Materials | 44,502 | 17,074 | 131 | | 61,707 |
| Fixed Charges | 873 | 15,068 | | | 15,941 |
| Utilities and Comm | 39,824 | 25,635 | | 21 | 65,480 |
| Travel | 7,809 | 5,210 | | 3,440 | 16,459 |
| Misc | 4,737 | 5,389 | | 602 | 10,728 |
| Total | 505,205 | 423,621 | 11,163 | 24,491 | 964,480 |

Note:

*Excludes expenses of Apache County Coordinator

**Apache County Analysis
Indirect Expenses
As of June 30, 2012**

| Allocation Method | Department Number & Name | | Department Total | Allocated Amount |
|--------------------------------|--------------------------|-------------------------------|--------------------|------------------|
| FTSE | 3250 | Dean, Career & Technical | 205,804 | 26,062 |
| FTSE | 3260 | Dean, Arts & Science | 163,809 | 20,744 |
| | ^ | Sub total for Deans | 369,613 | 46,806 |
| FTSE | 3500 + | Library/Audio Visual | 72,586 | 9,192 |
| FTSE | 4100 | Admissions | 59,881 | 7,583 |
| FTSE | 4150 | Financial Assistance | 391,220 | 49,543 |
| FTSE | 4190 | Registrar's Office | 339,278 | 42,965 |
| FTSE | 5010 | District Governing Board | 8,896 | 1,127 |
| FTSE | 5030 | Office of the President | 312,370 | 39,557 |
| FTSE | 5060 | VP, Administrative Services | 201,283 | 25,490 |
| FTSE | 5070 ++ | Information Services | 491,819 | 62,282 |
| FTSE | 5080 | VP, Learning/Student Services | 354,707 | 44,919 |
| FTSE | 5100 * | Fiscal Control | 427,543 | 54,142 |
| FTSE | 5110 | Payroll | 128,831 | 16,315 |
| FTSE | 5120 | Financial Services | 135,349 | 17,140 |
| FTSE | 5200 | Human Resources | 186,714 | 23,645 |
| FTSE | 5350 | General Institution | 339,741 | 43,023 |
| FTSE | 5550 | Purchasing | 51,306 | 6,497 |
| FTSE | 5700 | Printing & Duplicating | 91,620 | 11,602 |
| FTSE | 5850 | Institutional Effectiveness | 128,121 | 16,225 |
| FTSE | 5920 | Mktg & Public Relations | 529,189 | 67,014 |
| FTSE | 6100 +++ | Operations and Maintenance | 101,475 | 12,850 |
| | ^^ | | | |
| Total Indirect Expenses | | | \$4,721,542 | \$597,917 |

Notes:

FTSE - Apache County FTSE, see page 6 for detail

12.66%

^ Excludes Dean for Nursing

^^ Excludes Higher Learning Commission

* Excludes Tuition & Media Fee waivers; Apache Co included in direct expenses

++ Includes salary & benefits for Head Librarian only

++ Includes only Administrators & one technician (D Wiltbank) and other key dept expenses

+++ Includes salary & benefits for Director of Facilities & Vehicles only

**Apache County Analysis
Designated Expenses
As of June 30, 2012**

| Basis of allocation | Description | Total Cost |
|----------------------------------|-------------------------|-------------------|
| # of sites - 4 of 20 | Audio/Video Instruction | 186,757 |
| | | |
| Total Designated Expenses | | |

Allocated Cost

| |
|-----------------|
| 37,351 |
| |
| |
| \$37,351 |

Apache County Analysis
Full Time Student Equivalent (FTSE) for Apache County
As of June 30, 2012

| Location Name & Number | Fall '11 | Spring '12 | Summer & Short Term <small>(See detail below)</small> | Total FTSE | FTSE % |
|-----------------------------------|-----------------|-------------------|---|-------------------|---------------|
| St. Johns 72 | 72.27 | 95.87 | 4.84 | 88.91 | 4.28% |
| Springerville 74 | 84.47 | 96.03 | 4.60 | 94.85 | 4.57% |
| Apache Co. Misc 75 | 27.20 | 57.73 | 10.96 | 53.43 | 2.57% |
| Apache Co. CDA 76 | 19.13 | 22.40 | 5.07 | 25.84 | 1.24% |
| Total - Apache County | 203.07 | 272.03 | 25.47 | 263.02 | 12.66% |
| | | | | | |
| Total - NPC | 1806.67 | 1814.52 | 266.38 | 2,076.98 | |

Detail of Short Term FTSE summarized above:

| Location Name & Number | Short Term Fall '11 | Short Term Spring '12 | Total |
|-----------------------------------|--------------------------------|----------------------------------|--------------|
| St. Johns 72 | 0.74 | 2.17 | 2.91 |
| Springerville 74 | 2.68 | 1.12 | 3.80 |
| Apache Co. Misc 75 | 3.82 | 2.02 | 5.84 |
| Apache Co. CDA 76 | 1.67 | 0.77 | 2.44 |
| Total - Apache County | 8.91 | 6.08 | 14.99 |
| | | | |
| Total - NPC | 91.27 | 90.11 | 181.38 |

Request to Accept Board Member Resignation

Recommendation:

It is recommended that the District Governing Board of Northland Pioneer College accept the resignation of Mr. E.L. (Dusty) Parsons effective immediately.

Summary:

On September 24, 2012, Mr. Parsons submitted an email of resignation from the District Governing Board of the college, effective immediately.



Subject:

FW:

From: Dusty Parsons <eldustyparsons@gmail.com>
Date: September 24, 2012 9:35:01 AM MST
To: "Swarthout, Jeanne Dr." <jeanne.swarthout@npc.edu>

Hi Jeanne

It is with a sense of regret that I tender my resignation fro the NPC Governing Board. My wife and I are planning to do some well deserved traveling and will be spending our winter months in a warmer climate. I feel that I can no longer represent District 4 with my future plans. It has been a privilege to serve with you, my fellow board members and the NPC staff. Please consider this as my official resignation letter to be effective immediately.

Thank You

Eugene L Parsons

Request to Accept Northeast Arizona Technical Institute of Vocational Education IGA

Recommendation:

Staff recommends the approval of the Intergovernmental Agreement between Northland Pioneer College and the Northeast Arizona Technical Institute of Vocational Education (NATIVE) to provide a dual enrollment course this current semester to nine (9) NATIVE JTED District high schools. While the IGA extends to June, 2013, it will need to be amended to identify coursework for Spring 2013. Please note the caveat in the summary.

Summary:

The NATIVE JTED District has requested an IGA with Northland Pioneer College for the current semester, Fall 2012. There may be an additional, amended Exhibit for Spring 2013 when coursework is agreed on. Under the IGA, NPC will provide HES170, Medical Terminology, as dual enrollment at Chinle, Ganado, Piñon, Red Mesa, Monument Valley, Window Rock, Tuba City, Red Valley/Cove and NATIVE Central high schools. The president of Coconino Community College has provided permission for NPC to provide the course at Tuba City as it is within their service district.

This is the first IGA between the college and NATIVE.

Please note that the NATIVE School Board initially approved and signed a version of the proposed IGA which included an item in Exhibit B that was not part of the agreement. This version of the IGA was returned to the NATIVE Superintendent; she was asked to remove this item and have her Board again approve the corrected IGA. While this has reportedly taken place, NPC has not yet received the corrected, approved and signed IGA from the NATIVE School Board. To expedite matters, the IGA submitted to the NPC DGB reflects the removal of the item in Exhibit B and accurately describes what is agreed upon by NATIVE and NPC.



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION**

This Intergovernmental Agreement (“Agreement”) is entered into this 17th day of August, 2012 between Navajo County Community College District, (“College”), and Northeast Arizona Technological Institute of Vocational Education (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

This Agreement shall be effective:

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

The term of this Agreement shall be from the Effective Date through June 30, 2013 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

- D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to no less than six (6) credit hours per semester.
- E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.
- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

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

4.2. Instructors and Instruction

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

4.3. Assessment and Monitoring

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

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

- A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting and Tracking

- A. College will provide a report to the Joint Legislative Budget Committee on or before October 1 of each odd-numbered year with such documentation as may be required under A.R.S. § 15-1821.01(6), as from time to time amended, regarding the Dual Enrollment Courses offered in conjunction with School District during the previous fiscal year. School District shall provide College with data required for inclusion in the report not later than September 1 of each year as specified in Section 5.6. School District will also assist College by providing data for any additional reports required by State or other governmental entities in relation to Dual Enrollment Courses.
- B. College will conduct tracking studies of subsequent academic or occupational achievement of students enrolled in Dual Enrollment Courses offered pursuant to this Agreement, and shall provide its report to the Joint Legislative Budget Committee by October 1 of each year, or each odd numbered year as may be required pursuant to A.R.S. § 15-1821.01(6). School District will provide College with data required for inclusion in the tracking study if requested by College.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 6.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(7), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student, as defined in A.R.S. § 15-901(A)(2)(b), and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901(A)(2)(c), in a school in School District; except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students according to School District policies. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

- A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.
- B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.
- C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

- A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence to review and amend the course outlines as necessary.
- B. School District will provide counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

5.4 Policy and Procedure

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
 - 1. has completed the necessary registration forms;
 - 2. has completed College assessment examinations, if required by College;
 - 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
 - 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
 - 5. is aware of the requirements for determination of resident/nonresident tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.
- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

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

5.6 Reporting and Tracking

By September 1 of each year, School District will provide to College information required by the Legislature for submission of reports as specified in Section 4.6 above.

5.7 Facilities and Funding

- A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code,

A.R.S. § 41-2161 et seq. (access for disabled persons), and all other applicable federal and state laws.

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

6. MUTUAL AGREEMENTS

6.1. Instructor.

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

6.2. Student.

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

6.3. Removal from Course.

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

6.4. Schedule and Number of Students.

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by written agreement of School District and College. School District and

College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5. Availability of Instructors.

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

6.6. Guidelines.

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

6.7. Rigor of Courses.

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

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

7.1 Fees.

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

7.2. Supplies.

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

7.3. Tuition.

- A. The student or School District shall be responsible for payment of tuition to College.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit

hours for which each student has enrolled each term, and depending upon the residency status of the student. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

8. CONTINUATION OF AGREEMENT

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

9. RECORDS

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

10. CONFIDENTIALITY

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

11. TERMINATION/DISPOSITION OF PROPERTY

11.1. Termination.

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this section 12, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2. Risk to Health or Safety.

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

11.3. No Relief from Obligations.

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

11.4. Disposition of Property.

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

12. RESPONSIBILITY

12.1. Conduct of Operations.

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

12.2 Indemnification.

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

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

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

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

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

If to College:

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

If to School District:

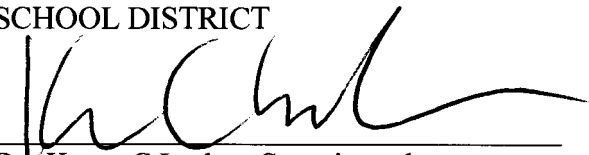
Karen C. Leshner, Superintendent
NATIVE District
P.O. Box 710
Kayenta, AZ 86033

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ 2012.

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarthout, Ph. D., President

By: 
By: Karen C Leshner, Superintendent

Date

August 17, 2012
Date

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

By: _____
Legal Counsel for College

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

By: 
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: \$62 per credit hour.

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

Students are responsible for payment of tuition and fees. An individual billing account will be established for each participating student.

3. ADDITIONAL CHARGES

Except as provided in this section, no additional fees shall be charged for assessment tests, if any, used for placement purposes. Assessment fees, if any, will be charged subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

4. FINANCIAL AID POLICIES

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program. The provision, if any, of any grant, scholarship or financial aid shall be subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

All students enrolled in an authorized dual enrollment course are eligible for tuition and fee scholarships.

5. FORMAT FOR BILLING

Except as provided below, charges will be assessed each semester and invoices shall be sent no later than thirty (30) days after the end of the semester. Payment shall be due within thirty (30) days of receipt of the invoice.

NCCCD shall not reimburse the School District.

6. FULL TIME STUDENT EQUIVALENT

| | |
|--|--------------------|
| Amount College received in FTSE in prior academic year | <u>\$1,730,100</u> |
| Portion of that FTSE distributed to School District | <u>0</u> |
| Amount School District returned to College | <u>0</u> |

EXHIBIT B

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.

All courses listed with an asterisk are also offered to freshmen and sophomore students.

The number of students admitted for any Dual Enrollment Course shall not be less than six (6) students per section and shall not exceed a maximum of thirty (30) students per section.

| COURSE | TITLE | CREDITS | SEMESTER | Location | INSTRUCTOR |
|--------|---------------------|---------|-----------|---------------------|----------------|
| HES170 | Medical Terminology | 3 | Fall 2012 | Chinle HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | Ganado HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | Pinon HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | Red Mesa HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | Monument Valley HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | Window Rock HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | Tuba City HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | Red Valley/Cove HS | Kathy Reynolds |
| HES170 | Medical Terminology | 3 | Fall 2012 | NATIVE Central/MFHS | Kathy Reynolds |

Request to Accept Trade Adjustment Assistance Community College and Career Training Grant

Recommendation:

Staff recommends acceptance of a Trade Adjustment Assistance Community College and Career Training Grant awarded to a consortium of Arizona community colleges. The consortium, headed by Estrella Mountain Community College, includes Estrella, Chandler-Gilbert Community College, Pima Community College, Yavapai College, and Northland Pioneer College. The grant award totals \$13,477,799.00 to the consortium over three years, beginning in the current fiscal year. NPC's portion of the award totals \$1,971,330.00 over three years.

Summary:

The TAACCCT "Get Into Energy" grant awards the Arizona Sun Corridor Consortium (members noted above) with \$13,477,799.00 to strengthen and broaden the talent pipeline for the energy and mining industries in Arizona. Each member of the consortium will receive funds to specialize in development and delivery of curriculum unique to the energy industry service needs of its area. Each consortium member will utilize a stacking competencies model that trains potential energy employees from basic skills and foundational academic requirements up through advanced technical skills. NPC will hire grant-funded faculty in power plant operations and industrial technology (mechatronics), then partner faculty with grant-funded basic skills and career development faculty and staff to produce a cohort of work-ready program graduates. The program will be developed and implemented utilizing the new Skills Center at the Painted Desert Campus in Holbrook. NPC will receive \$1,971,330.00 over three years to develop and implement the new curriculum and student support systems



Northland Pioneer College

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

U.S. DEPARTMENT OF LABOR/ETA/OGCM

DIVISION OF FEDERAL ASSISTANCE
 200 CONSTITUTION AVENUE NW - ROOM N-4716
 WASHINGTON, D.C. 20210



September 27, 2012

Estrella Mountain Community College
 3000 N. Dysart Rd.
 Avondale, ARIZONA 85392-1010

Dear Robert Bill:

Enclosed is an executed copy of your recently awarded grant or agreement with the U. S. Department of Labor (DOL), Employment and Training Administration (ETA).

The following provides information on how to access funds via the Payment Management System (PMS), and access to Grantee Reporting System for financial reporting. These systems require two separate password/pins. PMS instructions are in step one and financial reporting is in step two. Please complete both steps.

1. Payment Management System

| | |
|--|--|
| <p>To Create an ETA PMS Account</p> | <p>To establish a PMS account with DOL ETA for the first time, submit the following documents:</p> <ul style="list-style-type: none"> - Complete an SF-1199a Direct Deposit Sign-up form - Provide the information contained in the ETA Accounting Contact Information document <p>Send both documents via overnight mail to:</p> <p>Van Yung U. S. Department of Labor/ETA OFAM/Office of Comptroller 200 Constitution Avenue, NW N4702 Washington, D.C. 20210 Telephone (202) 693-2936</p> <p>The SF-1199A Direct Deposit Sign-up Form and the ETA Accounting Contact Information document are both available at www.doleta.gov/grants under Payment Information.</p> <p>Allow at least 3 weeks from ETA's receipt of the SF-1199A for access.</p> <p>Direct any inquiries regarding the status of the SF-1199A to (202) 693-2936 or send an e-mail to etaacctng.custserv@dol.gov.</p> |
| <p>For Existing ETA PMS Users</p> | <p>If a PMS account is already established for other ETA grants, send an email to Lanisha White, White.Lanisha@dol.gov or Van Yung, Yung.Van@dol.gov with the following information:</p> <ul style="list-style-type: none"> - Grant agreement number - Grant award amount - PMS account number <p>Once the email is received, the funds awarded under the new grant</p> |

agreement will be available under the designated PMS Account in a separate Subaccount within 2-3 business days.

| | |
|--|---|
| <p>To Designate a Separate Entity as the Fiscal Agent</p> | <p>To designate a separate entity to act as the fiscal agent to access and disburse grant funds, submit the following:</p> <ul style="list-style-type: none"> - A letter from the Authorized Representative of the grant to the ETA contact mentioned above with the Fiscal Agent's name, address and Employer Identification Number - The grantee completes sections A through C on the SF-1199A for the grantee organization. (Banking information is not needed for the grantee) - The grantee must provide the page number in their grant proposal that identifies the fiscal agent or request a grant modification to make this change (subject to Grant Officer review and approval). - The Fiscal Agent completes the entire SF-1199A separate from the grantee's SF-1199A. - The Fiscal Agent provides the information contained in the Payment Management System Access Form. <p>Once both SF-1199A forms and the Payment Management System Access Form are received and the account has been established in PMS, the primary contact indicated will receive a certified letter from the Payments Management System with drawdown instructions, PMS pin/account number and temporary password.</p> <p>These documents are available at www.doleta.gov/grants under Payment Information.</p> <p>Allow at least three weeks from ETA's receipt of the SF-1199A for access. Direct all inquires for the SF-1199 A to (202) 693-2936 or e-mail etaacctng.custserv@dol.gov.</p> |
|--|---|

2. **Financial Status Reporting**

| | |
|--|--|
| <p>Access to Financial Reporting - ETA 9130</p> | <p>Identify two individuals in the organization responsible for financial reporting:</p> <ul style="list-style-type: none"> - The Primary Contact person will certify the accuracy of the report by entering the PIN. The PIN acts as an electronic signature. - The Secondary Contact will enter the reporting data. <p>Provide the following information to both Shantay Logan Logan.Shantay@dol.gov and Avery Malone Avery.Malone@dol.gov:</p> <ul style="list-style-type: none"> - Grant agreement number - Name & phone number of both individuals - Email address for Primary contact person <p>The Financial Reporting Access document can be found at www.doleta.gov/grants under Financial Reporting.</p> <p>Only the Primary Contact person will be emailed the password/PIN upon receipt of the required information.</p> <p>Direct inquiries regarding the Password/PIN to Shantay Logan and Avery Malone. Contact your Federal Project Officer for questions on Financial Reporting.</p> |
|--|--|

Lastly, the Federal Project Officer (FPO) assigned to this grant is Region 6. Region 6 will serve as your first line point of contact and can be contacted via phone (415) 625-7900 or e-mail RO6-RA-SF@dol.gov. If your FPO is not available, please call your Regional Office at 415-625-7900 for assistance.

Grant Officer

Eric D. Luettkenhaus

ERIC LUETKENHAUS

Enclosures

U.S. DEPARTMENT OF LABOR
EMPLOYMENT AND TRAINING ADMINISTRATION

GRANT / AGREEMENT
NOTIFICATION OF
AWARD/OBLIGATION

Under the authority of the *Health Care and Education Reconciliation Act of 2010*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *Trade Adjustment Assistance Community College and Career Training Grants Program*.

| | | |
|-------------------------------------|------------------|--|
| Name & Address of Awardee: | Agreement #: | TC-23759-12-60-A-4 |
| Estrella Mountain Community College | CFDA #: | 17.282 |
| 3000 N. Dysart Rd. | Accounting Code: | 1630-2012-0501871212BD201201870001125CC000A0000AOW00AOW00-A90200-410023- |
| Avondale, ARIZONA 85392-1010 | Mod Amount: | \$13,477,799.00 |
| | EIN: | 860185552 |
| | DUNS #: | 825753650 |

The Period of Performance shall be from **October 01, 2012** thru **September 30, 2016**.
Total Government's Financial Obligation is **\$13,477,799.00** (unless other wise amended).
Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements:

29 CFR Part 97, for State/Local Governments and Indian Tribes; OR
29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations.

Cost Principles:

2 CFR 225, for State/Local Governments and Indian Tribes;
2 CFR 220, for Institutions of Higher Education; OR
2 CFR 230, for Non-Profit Organizations.
48 CFR Part 31.

Other Requirements (As Applicable):

29 CFR Part 96 and 99, Single Audit Act
29 CFR Part 93, Lobbying Certification
29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
20 CFR Part 652 et al., Workforce Investment Act
Wagner-Peyser Act
Grant Award Document, Parts I through IV, and attachments.

The awardee's signature below certifies full compliance with all terms and conditions as well as the above stated grant regulations and certifications, and that this document has not been altered.

Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**

See SF 424 for Signature

(Signature / Date)

No Additional Signature Required

(Type Name and Title)



ERIC LUETKENHAUS _____ September 27, 2012
Grant Officer

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

05/23/2012

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Estrella Mountain Community College

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

860185552B2

*** c. Organizational DUNS:**

825753650000

d. Address:

*** Street1:** 3000 N. Dysart Rd.

Street2: _____

*** City:** Avondale

County/Parish: _____

*** State:** AZ: Arizona

Province: _____

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 85392-1010

e. Organizational Unit:

Department Name: _____

Division Name: _____

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Dr.

*** First Name:**

Clay

Middle Name: _____

*** Last Name:** Goodman

Suffix: _____

Title: Vice President Occupational Education

Organizational Affiliation:

Estrella Mountain Community College

*** Telephone Number:** 623-935-8456

Fax Number: _____

*** Email:** clay.goodman@estrellamountain.edu

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

H: Public/State Controlled Institution of Higher Education

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Employment and Training Administration

11. Catalog of Federal Domestic Assistance Number:

17.282

CFDA Title:

Trade Adjustment Assistance Community College and Career Training (TAACCT) Grants

*** 12. Funding Opportunity Number:**

SGA-DFA-PY-11-08

*** Title:**

Trade Adjustment Assistance Community College and Career Training Grants Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

[Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

*** 15. Descriptive Title of Applicant's Project:**

Arizona Sun Corridor Get Into Energy Consortium

Attach supporting documents as specified in agency instructions.

[Add Attachments](#) [Delete Attachments](#) [View Attachments](#)

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Additional Congressional Districts Served.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

| | |
|---------------------|--|
| * a. Federal | <input type="text" value="13,477,799.00"/> |
| * b. Applicant | <input type="text" value="0.00"/> |
| * c. State | <input type="text" value="0.00"/> |
| * d. Local | <input type="text" value="0.00"/> |
| * e. Other | <input type="text" value="0.00"/> |
| * f. Program Income | <input type="text" value="0.00"/> |
| * g. TOTAL | <input type="text" value="13,477,799.00"/> |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Administrative Costs

Pursuant to 20 CFR 667.210(b), grantees are advised that there is a 10% limitation on administrative costs on funds administered under this grant. In no event, may administrative costs exceed 10% of the total award amount. The cost of administration shall include those disciplines enumerated in 20 CFR 667.220(b) and (c).

Project Abstract: Arizona Sun Corridor – Get Into Energy

1. Applicant Name: Estrella Mountain Community College (consortium lead applicant)

2. Applicant City/State: Avondale, Arizona

3. Consortium Member(s) and Consortium Member State(s):

Estrella Mountain Community College, Arizona

Chandler-Gilbert Community College, Arizona

Northland Pioneer College, Arizona

Pima Community College, Arizona

Yavapai College Prescott, Arizona

4. Areas Served by Grant (by city, county, and state):

Estrella Mountain Community College

Cities: Avondale, Buckeye, Goodyear, Litchfield Park, Tolleson, Glendale, Surprise, Peoria, West Phoenix

County: Maricopa County **State:** Arizona

Chandler-Gilbert Community College

Cities: Apache Junction, Chandler, Gilbert, Higley, Queen Creek, Sun Lakes

County: Maricopa County **State:** Arizona

Northland Pioneer College

Cities: Kayenta, Keams Canyon, Joseph City, Winslow, Holbrook, Show Low, Pinetop-Lakeside, Springerville, Second Mesa, White River

Counties: Apache and Navajo **State:** Arizona

Pima Community College

Cities: Tucson, Oro Valley, Sahuarita, Green Valley

County: Pima County **State:** Arizona

Yavapai College

Cities: Prescott, Prescott Valley, Clarkdale, Jerome, Sedona, Chino Valley

Count: Yavapai County **State:** Arizona

5. Total Funding Level Requested: \$13,477,799

6. Sub-Total Requested Funding Amount by Consortium Member (as applicable):

- Estrella Mountain Community College: \$5,462,353
- Chandler-Gilbert Community College: \$2,052,146
- Northland Pioneer College: \$1,971,330
- Pima Community College: \$1,796,610
- Yavapai College: \$1,870,360

7. Project Name: Arizona Sun Corridor Get Into Energy Consortium

8. Project Description and List of Credentials to be Developed and Awarded:

The Arizona Sun Corridor Get Into Energy Consortium (ASC-GIEC) initiative represents a comprehensive strategic approach to strengthening and broadening the region's talent pipeline that addresses the skill and needs of its growing energy and mining industries. ASC-GIEC will employ a variety of innovative and proven workforce preparedness strategies to train trade impacted workers and other adults for high skill, high wage employment, and advancement in energy and mining industries.

At the centerpiece of this initiative is the industry-recognized Get Into Energy (GIE) Competency model that defines basic competencies (knowledge, skills and abilities) industry fundamentals, industry technical competencies and job specific competencies in eight stackable tiers. The strengths of the model are its strong employer engagement in all phases of workforce development and its pathways system of competencies and industry-recognized credentials that are linked to employment opportunities and advancement. The ASC-GIEC will expand and enhance the GIE Competency model in the following ways: develop industry-endorsed common curriculum and education requirements across consortium colleges; create a new, credit-bearing GIE Foundations Course that bundles multiple industry-recognized credentials; establish energy-to-mining pathways; and develop a new articulation agreement between consortium colleges and Arizona State University to broaden participation of trade impacted workers and other adults in high-demand STEM engineering fields.

ASC-GIEC, industry, and their collaborative partners will build online and technology-enabled learning environments to increase access to education and training programs and accelerate progress for trade impacted workers and other non-traditional students throughout the region. The initiative advances sustainable solutions to meeting the critical demands of the energy and mining industries, while improving the content and delivery of education and training programs in the Arizona Sun Corridor.

Credentials Developed and Awarded: Nine new and enhanced Associate of Applied Science Degrees:

AAS Power Plant Technology –Non nuclear Maintenance and Generation Technicians (REVISION)

AAS Information Technology – Cyber Security, Networking Technology (NEW)

AAS Electrical Instrumentation Technology (REVISION)

AAS Electrical Utility Technology (REVISION)

AAS Industrial Plant Technology (REVISION)

AAS Electrical Utility Technology (Lineworker)/Apprenticeship to AAS (NEW)

AAS Engineering Technology (REVISION) and Pre Engineering to BAS pathway (NEW)

AAS Power Plant Technology Nuclear Maintenance (NUCP) (REVISION) AAS Radiation Protection Technology (NUCP) (REVISION)

AAS Non Licensed Operator (NUCP) (NEW)

9. Populations to be Served: TAA-eligible workers and long-term unemployed; Veterans

10. Targeted Industry(s): Electrical Utility Industry (Fossil and Nuclear Generation, Distribution and Maintenance Technicians), Information Technology and Mining

11. Employer Partner(s): Arizona Public Service, Arizona Public Service –Palo Verde Nuclear Generating Station, Salt River Project, Tucson Electric Power Company, Arizona Rural Electric Cooperatives, Freeport McMoRan Copper & Gold, and ASARCO

12. Public Workforce System Partner(s): Maricopa Workforce Connections, Pima County Workforce Board, Yavapai County Workforce Board, Apache-Navajo County Workforce Consortium

13. Other Key Partner(s): Rio Salado College (round 1 grantee), Center for Energy Workforce Development, Nuclear Energy Institute, Science Foundation Arizona

14. Public Contact Information: Clay Goodman Ph.D., Vice President Occupational Education, Estrella Mountain Community College, (623) 935-8456, clay.goodman@estrellamountain.edu

15. Percentage of OER Program Materials Developed vs. Percentage of Licensed or Purchased Program Materials: Approximately 80% of program materials will be developed as open educational resources, and the remaining 20% will be licensed or purchased.

16. Data Tags (up to 25): accelerated learning, certificate attainment, job placement, industry internships, open educational resources, stackable credentials, latticed credentials, prior learning assessment, credit for prior learning, and web-based training.

Request to Approve NATC Facility Master Plan Fee Proposal

Recommendation

Staff recommends approval to award DLR Group a fixed fee for NATC Master Facility Planning services at a price not to exceed \$42,070.

Summary

DLR Group recently completed a comprehensive facility master plan for all College facilities located in Navajo County. NATC facilities were not included in the recently completed planning process.

DLR Group is familiar with the mission and goals of the College and has demonstrated an ability to develop a useful comprehensive Facility Master Plan. The addition of facility master planning for NATC will provide valuable guidance and prioritization of needs for the NATC facility. DLR's proposal is attached.

The development of a NATC Facility Master Plan will support the strategic planning required for ongoing improvement at the center.



October 4, 2012

Mr. David Huish
Director of Facilities
Northland Pioneer College
102 First Avenue
Holbrook, AZ 86025Re: NATC Training Facility Master Plan Proposal
Taylor, Arizona

Dear David:

Attached is DLR Group's fee proposal to master plan the NATC Facility Campus. I have included our fee proposal and order of magnitude cost estimate for this work. I also have attached a site plan that defines the extent of the NATC Training Facility Master Plan.

I have also included the civil engineering fee from Tetra Tech for this work and the Cost Estimating Service fee. The fee breakdown is as follows:

| | |
|---------------------------|----------|
| DLR Group | \$23,070 |
| Tetra Tech (Civil) | \$14,500 |
| Cost Estimate | \$3,500 |
| Expenses / Reimbursables: | \$1,000 |

If this proposal is acceptable, we can develop a project schedule based on your approval of our proposal.

If you have any questions about the proposal or need further clarification, please call me. If this proposal is acceptable, please provide authorization to proceed.

Sincerely,

DLR GroupWilliam R. Taylor, AIA, LEED AP
PrincipalEnclosures: Site Plan
Civil Engineering Fee Proposal

CAMPUS MASTER PLAN COMPENSATION WORKSHEET / NATC Training Facility Master Plan

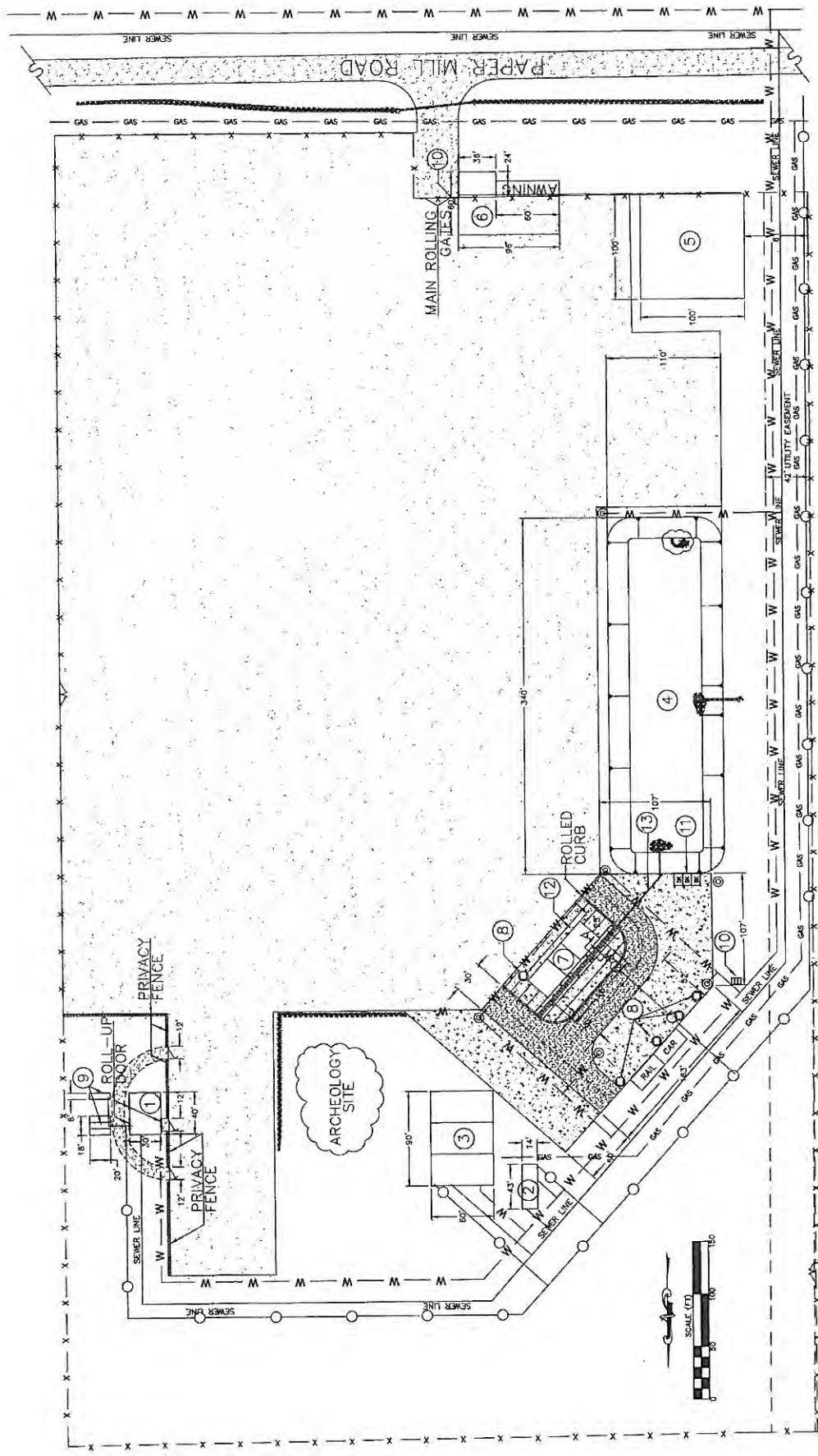
| TRIPS (No. of People) | ARCHITECTURE / ENGINEERING / PLANNING TASK DESCRIPTION | DLR GROUP | | | | | | TOTAL |
|--------------------------|--|-----------|---------------------|--------------|----------------------|-----------|----------|-------|
| | | PRINCIPAL | SENIOR PROFESSIONAL | PROFESSIONAL | PROFESSIONAL SUPPORT | TECHNICAL | CLERICAL | |
| | PROJECT ADMINISTRATION | | | | | | | |
| | Office coordination, scheduling, contracts negotiation, coordination and project management of consultants and accounting | 2 | 4 | | | | | 4 |
| | Acquire and evaluate existing facility plans, utilization schedules, standards and planning documents. | | 2 | | | | | 2 |
| | Analyze and document existing facility space inventories | 1 | | | 8 | | | 11 |
| | Campus Tours - Tour campus and meet with campus representatives to evaluate and document general facility, space utilization, function, code compliance, handicap access, parking and space needs (2 architects, 1 day) | 6 | 6 | | | | | 12 |
| | Campus Tours - Analyze and document condition / function of existing facility mechanical, electrical and special systems (2 engineers, 1 day) | | 12 | | | | | 12 |
| | MASTER PLAN GOALS, OBJECTIVES & SPACE NEEDS | | | | | | | |
| | Campus Workshop - Conduct internal and external stakeholder interviews. Identify academic needs, planning goals and objectives, and facility needs/space deficiencies. (2 architects, meeting at campus) (1 day) | 5 | 5 | | 10 | | | 20 |
| | Committee Workshop preparation - document existing facility analysis, planning goals and objectives, space deficiencies and needs. | 2 | 2 | 4 | 4 | | | 12 |
| | Committee Workshop - Review / validate existing campus/center utilization, conditional and functional analysis, academic goals, master plan goals and objectives, and facility needs/space deficiencies. (2 architects, oversight committee). | 1 | 4 | | | | | 5 |
| | CAMPUS / CENTER MASTER PLANNING | | | | | | | |
| | Evaluate site requirements and establish on-site transportation, access, and parking strategies (coordination w/civil engineer). | | 4 | | | | | 4 |
| | Evaluate site requirements and coordinate with on-site drainage needs / strategies (coordination w/civil engineer). | | 4 | | | | | 4 |
| | Align space program requirements with existing space inventory and building configurations. | | 2 | | 2 | | | 4 |
| | Develop building renovation, addition and new construction concepts. | | 2 | | 4 | | | 6 |

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|--------------------------|--|-----------|------------------------|--------------|-------------------------|-----------|----------|-----------------|
| | | PRINCIPAL | SENIOR PROFESSIONAL | PROFESSIONAL | PROFESSIONAL SUPPORT | TECHNICAL | CLERICAL | |
| | Coordinate cost/budget models for master plan concepts. | 1 | 3 | | | | | 4 |
| Trip (2) | Campus Workshop - Evaluate master planning strategies and concepts with each campus/center. Identify preferred master plan concept for campus/center (2 architects, 1 campus per day) | 5 | 5 | | 5 | | | 15 |
| | Committee Workshop preparation - incorporate planning meeting outcomes. Document campus/center master plan concepts. | 2 | 2 | | 5 | | | 9 |
| Trip (2) | Committee Workshop - Review / validate campus/center master plan concepts (2 architects, oversight committee). | 2 | 2 | | 1 | | | 5 |
| | MASTER PLAN DOCUMENT PREPARATION | | | | | | | |
| | Develop and assemble master plan document | 2 | 2 | | 12 | | 2 | 18 |
| Trip (2) | Committee Workshop - Review master plan document (2 architect, oversight committee). | 2 | 2 | | | | | 4 |
| | Incorporate workshop comments / changes into final master plan document. | 2 | | | 2 | | 2 | 6 |
| | HOURS SUBTOTAL | 33 | 63 | 4 | 53 | 0 | 10 | 163 |
| | BILLING RATE | \$200 | \$150 | \$125 | \$100 | \$75 | \$50 | |
| | SUBTOTAL | \$6,600 | \$9,450 | \$500 | \$5,300 | \$0 | \$500 | \$22,350 |
| | TRAVEL TIME | | | | | | | |
| | NUMBER OF PERSON-TRIPS | | | | | | | 2 |
| | TRAVEL TIME HOURS SUBTOTAL (6 hr. per trip) | | | | | | | 12 |
| | BILLING RATE | | | | | | | \$60 |
| | TRAVEL TIME SUBTOTAL | | | | | | | \$720 |
| | SUBTOTAL A/E COMPENSATION | | | | | | | \$23,070 |

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|--------------------------|---|-----------|------------------------|--------------|--------------|---------|-----------|---|
| | | PRINCIPAL | SENIOR PROFESSIONAL | PROFESSIONAL | PROFESSIONAL | SUPPORT | TECHNICAL | |
| | CONSULTANT SERVICES CIVIL ENGINEERING SERVICES (Drainage studies at NATC Training Facility) Site visit to each campus to review drainage situations / conditions. Aerial mapping services for the campus site, including specific drainage features, such as drain pipes and culverts. Using the information from the mapping / survey, a base map drawing will be created for the campus. Analyze drainage basin (onsite and offsite contributing areas) that affects the campus. Develop preliminary drainage courses. Prepare individual drainage reports for campus. (\$4,695) Civil Engineering project management to coordinate with client and NPC personnel (\$1,072). SUBTOTAL CIVIL ENGINEERING CONSULTANT BASIC COMPENSATION \$14,500 | | | | | | | LUMP SUM FEE |
| | COST ESTIMATING SERVICES Master Plan concept estimating services | | | | | | | \$3,500 |
| | REIMBURSABLES EXPENSE ALLOWANCE Printing / copy services Transportation / rental car (5 days - rental car expenses) | | | | | | | TOTAL MASTER PLAN COMPENSATION \$41,070 TOTAL REIMBURSABLE EXPENSE ALLOWANCE \$1,000 |

NATC TRAINING FACILITY

Taylor, Az



- ① 30X40 BUILDING
 - ② PUMP ST./RESTROOM
 - ③ RESTROOMS/RAMADA
 - ④ DETENTION-CRASSED 3FT DEEP-4:1 SLOPE
 - ⑤ 100 FT X 100 FT BUILDING
 - ⑥ OFFICE AREA/CLASSROOMS
 - ⑦ BURN TOWER
 - ⑧ GAS PORT
 - ⑨ 100 FT X 100 FT BUILDING
 - ⑩ OFFICE AREA/CLASSROOMS
 - ⑪ 15,000 GALLON DRAFT PIT
 - ⑫ CONCRETE BREAKS AROUND BURN TOWER SAW CUTS @ 10' FOR CONTRACTION JOINTS 1/2" EXPANSION JOINTS @ 30'-DOWELS @ 12"
 - ⑬ SLOTTED DRAINAGE SCUPPER TO DETENTION BASIN
- FIRE HYDRANT
 - x - x - x - FENCE LINE
 - HW - HW - 8IN WATER LINE
 - SEWER LINE - SEWER LINE - #4 ON 12" AB BARS AT 12"
 - ELECTRICAL LINE - ELECTRICAL LINE
- 4,000 PSI REINFORCED CONCRETE (8" THICK)
 #4 ON 12" AB BARS AT 12"
 4,000 PSI CONCRETE
- SCALE (FT)
 0 50 100
- DRAWN BY: JIBC
 DATE: 12/03/07
 CHECKED BY: N/A
 PROJECT: NATC TRAINING FACILITY
 SHEET NO.: 1 of 2

TT Price Proposal

Taylor Fire Training Facility

Submitted to: DLR Group

Contract Type: Fixed Price

Proj Area >

Total Labor Hrs

Project Phases / Tasks

1. Set Panels and Aerial Mapping
2. Pavement Analysis
3. Drainage Analysis
4. Project Management

Totals

Labor Plan

6 Resource

Project Management
 Project Manager 2 (Doug Brimhall) 8
 Engineering 8
 Engineer 3 (Will Flake) 32
 Engineer 2 (Reed Flake) 4
 CAD 4
 CAD Technician 3 (John Cummins) 8
 Survey 8
 2-Person Survey Crew (Rick Anderson/Dan Brooks) 6
 Construction 6
 Sr Constr Project Rep 1 (Ed Pauling) 2
 Admin 2

Fleet Vehicles

\$0.00

mile

M&E

120

60

60

6

32

4

8

6

2

2

6

6

2

Price Summary / Totals

| | |
|--------------------------------|---------------|
| Task Pricing Totals | 14,500 |
| Specify Add'l Fees on Setup | 0 |
| Technology Use Fee | |
| Add'l Fees for Prem. O/T Labor | N/A |
| Total Price | 14,500 |

Pricing by Resource

| Resource | Labor | Subs | ODCs | Task Pricing Totals |
|-----------------|--------------|--------------|----------|---------------------|
| Labor Rate Etc. | 7,713 | 6,787 | - | 14,500 |
| | 985 | 3,487 | | 4,472 |
| | 933 | 3,300 | | 4,233 |
| | 4,718 | | | 4,718 |
| | 1,077 | | | 1,077 |
| Totals | 7,713 | 6,787 | - | 14,500 |

Human Resources UPDATE

DGB-October 16, 2012

FILLED

OPEN

1. Director of Human Resources; closed August 15, 2012
2. Faculty in Nursing - open until filled; 1 applicant
3. Small Business Analyst – open until filled; 5 applicants
4. Database Administrator – open until filled; 0 applicants
5. Director of Administrative Systems Support – open until filled; 9 applicants
6. Assistant to the Campus Manager – open until filled; 16 applicants
7. ADOC part-time Faculty – closed September 21, 2012; 2 applicants
8. EMS Program Clerk – open until filled; 22 applicants
9. Faculty in Biology – First review October 26, 2012; 6 applicants
10. Faculty in Philosophy – First review November 15, 2012; 8 applicants
11. Academic Advisor – closes October 15, 2012; 5 applicants

