

# 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 an informational Study Session open to the public on **June 18, 2013 beginning at 9:00 a.m.**, and also a regular District Governing Board Meeting open to the public on **June 18, 2013 beginning at 10:00 a.m.** The meetings 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 17th day of June 2013, at 9:00 a.m.

\_\_\_\_\_  
Lisa Jayne, Recording Secretary to the Board

## NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
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6. KNNB RADIO
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8. KRZV RADIO
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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 Study Session Agenda<sup>1</sup>

Painted Desert Campus, Tiponi Community Center Eagle's Nest  
2251 East Navajo Boulevard, Holbrook, Arizona

**Date:** June 18, 2013

**Time:** 9:00 a.m. (MST)

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Master Facilities Plan Update .....(Informational)	Vice President Hatch

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.



**Northland Pioneer College**

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## MASTER FACILITIES PLAN

### **Background:**

DLR Group was retained to create a Master Facilities Plan to define current and future facility needs. The plan is intended to support the comprehensive and essential educational services of the District. Future expansion and renovation is expected to align with strategic plans for academic instruction, worker training and technical skill development.

A series of informal meetings were facilitated by DLR Group to gather input and community perspectives. Participants included faculty and administrative staff, students, community members, business leaders and government officials. Improvement in the delivery of quality education focused on two primary elements: first, to improve the learning process; and second, to enhance the learning environment. The Master Facilities Plan process involved planning, obtaining data using focused questionnaires, and the faculty's assessment of the existing facilities.

Implementation of the goals identified in the Master Facilities Plan will require a multi-phase, multi-year process. The process includes identifying educational strategies, determining the educational programs that will meet those needs, and then constructing, renovating or acquiring facilities to house the most critical programs to meet future needs and growth.

The process identified renovation work totaling nearly \$1 million and deferred maintenance amounting to more than \$250,000. The following is a summary of the discussions, observations, and recommendations for proposed new construction:

### White Mountain Campus – Show Low

Development of a new Allied Health building, a new Skills Center, a Community Multipurpose building with a combined price tag of more than \$21.5 million.

### Silver Creek Campus – Snowflake/Taylor

Expansion of the Performing Arts Annex building: approximately \$650,000.

### Painted Desert Campus – Holbrook

Expansion of the Skills Center: \$10.5 million.

### Little Colorado Campus – Winslow

Relocation of the Cosmetology program: \$350,000. Future needs dependent on growth also include the development of a Student Services building.

### **Discussion**

Staff is seeking board discussion and inquiries regarding the Master Facilities Plan with the intent to prioritize and move the plan forward.



# Governing Board Meeting Agenda

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

Date: June 18, 2013

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance .....	Chair Handorf
2.	Adoption of the Agenda .....(Action)	Chair Handorf
3.	Call for Public Comment .....	Chair Handorf
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.	<a href="#">Financial Position</a> .....	Vice President Hatch
B.	CASO .....	Margaret White
C.	NPC Faculty Association .....	Kenny Keith
D.	NPC Student Government Association .....	Melissa Luatua
E.	NPC Foundation .....	Lance Chugg
5.	Consent Agenda ..... (Action) May 21, 2013 <a href="#">General Meeting</a> Minutes; May 21, 2013 <a href="#">Special Meeting</a> Minutes; May 21, 2013 <a href="#">Public Hearing</a> Minutes	Chair Handorf
6.	Old Business: None	
7.	New Business:	
A.	Review of <a href="#">Procedure 2623 - Enrollment of Sex Offenders</a> .....	Vice President Vest
B.	Review of <a href="#">Procedure 2605 - Student Grievance</a> .....	Vice President Vest
C.	Review of <a href="#">NATC Audit</a> Status .....	Vice President Hatch
D.	Request to Approve <a href="#">I-40 Corridor IGA</a> ..... (Action)	Vice President Hatch
E.	Request to Approve <a href="#">Emeritus Faculty Status</a> - Jim Jacob..... (Action)	President Swarthout
F.	Presentation of Emeritus Faculty Statuts - <a href="#">Jim Jacob</a> .....	Vice President Vest
G.	Presentation of Emeritus Faculty Status - <a href="#">Janet Hunter</a> .....	Vice President Vest
H.	Presentation of Meritorious Service Status - <a href="#">Ana Marquez</a> .....	Vice President Hatch
I.	Request to Approve <a href="#">Jenzabar Contract</a> ..... (Action)	Director Bishop
J.	Information Services Update .....	Director Bishop
K.	Executive Session: Presidential Performance Review ..... (Action) A.R.S. §38-431.03 (A) (3) & A.R.S. §38-431.03 (A) (4)	Chair Handorf
L.	Request to Approve Presidential Contract..... (Action)	Chair Handorf
8.	Standing Business:	
A.	Strategic Planning and Accreditation Steering Committee Report ....	Director Leslie Wasson
B.	<a href="#">Human Resources</a> Update.....	Director Hokanson
C.	President's Report .....	President Swarthout
9.	Board Report/Summary of Current Events.....	Board Members
10.	Announcement of Next Regular Meeting..... August 20, 2013	Chair Handorf
11.	Adjournment ..... (Action)	Chair Handorf

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2012 to April 30, 2013

Budget Period Expired 83%

Tax Supported Funds				
General Unrestricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	13,167,562	1,841,706	10,886,045	83%
State Aid:				
Maintenance and Operations	1,689,700	422,425	1,689,700	100%
Capital				
Equalization	5,367,100	1,342,525	5,370,100	100%
Out of County Reimbursement	600,000		596,646	99%
Tuition and Fees	5,300,000	446,321	3,408,734	64%
Investment earnings	125,000	9,788	138,317	111%
Grants and Contracts	1,000,000		555,275	56%
Other Miscellaneous	200,000	78,862	205,237	103%
Transfers:	(11,750,000)	(923,144)	(9,727,708)	83%
<b>TOTAL REVENUES</b>	<b>\$15,699,362</b>	<b>\$3,218,483</b>	<b>\$13,122,346</b>	<b>84%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	16,491,627	1,344,029	12,519,265	76%
Operating Expenditures	7,508,620	473,139	4,927,655	66%
Capital Expenditures	199,115	17,736	178,441	90%
<b>TOTAL EXPENDITURES</b>	<b>\$24,199,362</b>	<b>\$1,834,904</b>	<b>\$17,625,361</b>	<b>73%</b>
<b>Unrestricted Plant</b>				
	<b>Current Month</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Y-T-D Actual</b>	<b>%</b>
<b>REVENUES</b>				
State Aid:				
Capital	0	0	0	
Other Miscellaneous				
Transfers:	11,000,000	916,667	9,166,667	83%
<b>TOTAL REVENUES</b>	<b>\$11,000,000</b>	<b>\$916,667</b>	<b>\$9,166,667</b>	<b>83%</b>
<b>EXPENDITURES</b>				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	11,085,000	980,299	5,908,349	53%
<b>TOTAL EXPENDITURES</b>	<b>\$11,085,000</b>	<b>\$980,299</b>	<b>\$5,908,349</b>	<b>53%</b>

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 For the period July 1, 2012 to April 30, 2013

Budget Period Expired 83%

**Restricted and Auxiliary Funds**

	Restricted			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	5,400,000	185,839	4,734,931	88%
Donations				
Transfers:	600,000		421,053	70%
<b>TOTAL REVENUES</b>	<b>\$6,000,000</b>	<b>\$185,839</b>	<b>\$5,155,984</b>	<b>86%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	768,269	90,097	787,481	103%
Operating Expenditures	5,081,731	3,835	3,744,563	74%
Capital Expenditures	150,000	7,927	76,827	51%
<b>TOTAL EXPENDITURES</b>	<b>\$6,000,000</b>	<b>\$101,859</b>	<b>\$4,608,871</b>	<b>77%</b>

	Auxiliary			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services				
Bookstore	125,000	1,841	69,318	55%
Other	225,000	25,188	134,502	60%
Donations				
Transfers:	150,000	6,477	139,988	93%
<b>TOTAL REVENUES</b>	<b>\$500,000</b>	<b>\$33,506</b>	<b>\$343,808</b>	<b>69%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	355,524	21,270	217,300	61%
Operating Expenditures	144,476	12,249	126,508	88%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$500,000</b>	<b>\$33,519</b>	<b>\$343,808</b>	<b>69%</b>

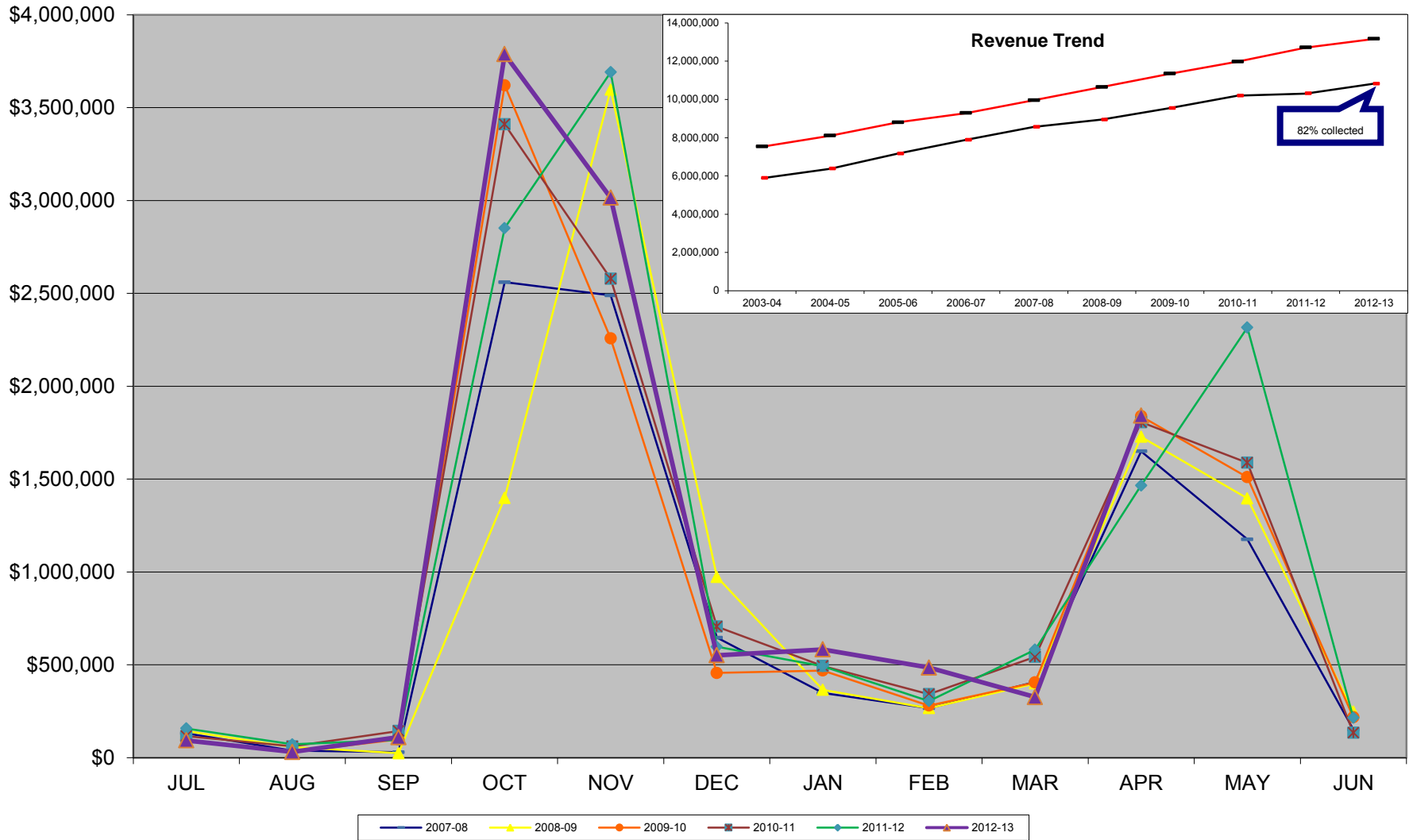
**Cash Flows**

Cash flows from all activities (YTD) .....	\$27,788,805
Cash used for all activities (YTD) .....	<b>\$28,486,389</b>
Net Cash for all activities (YTD) .....	(\$697,584)

**Net Cash used for GF activities (YTD) ..... \$4,503,015**

*Unrestricted Fund Balance available for GF operations: \$8,500,000 47% remaining*

## Monthly Primary Property Tax Receipts



# Navajo County Community College District Governing Board Meeting Minutes

May 21, 2013 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

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

**Others Present:** Everett Robinson, Margaret White, Bryan Baker, Kenny Keith, Sharon Hokanson, Melissa Luatua, Maderia Ellison, Ann Hess, Pat Paxton, Peggy Belknap, Tamara Martin, Matt Weber, Beulah Bob-Pennypacker, Dave Roberts.

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

Chair Handorf called the meeting to order at 10:32 a.m. Mr. Peaches led the Pledge of Allegiance.

## **Agenda Item 2: Adoption of Agenda**

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

## **Agenda Item 3: Call for Public Comment**

None

## **Agenda Item 4: Reports**

### **4.A. Financial Position – Vice President Hatch**

Vice President Hatch summarized the financial position report to the Board.

Mr. Lucero asked why the money transferred was more than needed and not just to offset what was spent. Vice President Hatch stated that particularly in the restricted fund there are certain expenditures the College is required to match because of grant requirements, and so often the College is matching funds or matching activities required for the grants, and much of it is reimbursed after the fact. Mr. Lucero asked if when the funds come in to reimburse the College for expenditures it goes back into the reserves. Vice President Hatch stated that was the case.

### **4.B. NPC CASO – Margaret White**

CASO Vice President, Margaret White, addressed the Board and stated that CASO for 2012-2013 doubled their student scholarships from two \$500 scholarships to two \$1,000 scholarships. CASO held a successful non-food drive in which three local charities benefited. CASO receives money from the College to be used for professional development, and CASO has decided to give





CASO members scholarships for books when they take courses as well as to use it for CASO Retreats. CASO is planning a retreat in the fall. In the upcoming year, CASO will continue to work on the annual salary proposal. Margaret White provided a copy of CASO Professional Development Awards to the Board. She also reported that CASO collected \$1,000 in non-perishable items at the NPC Picnic which were sent to three different charities. Margaret White gave each Board member the new candy bars CASO is selling for fundraising saying they are sold at campus offices and some campus libraries. Susan Olsen and Margaret White have left College Council. The Student Emergency Fund was started as a bequeath from an individual and CASO was asked if they'd like to keep that fund funded. At fall convocation on August 16, CASO is looking for items for a silent Auction to raise \$1,005 for this fund.

#### **4.C. Faculty Association– Kenny Keith**

Kenny Keith, President of the Faculty Association, addressed the Board and stated that grades are in and commencement is over and faculty has seen the kids off. Kenny will be stepping down as president but will be assuming a treasurer role, and will focus on student scholarships in that position. Mr. Keith stated that the work done this year was fruitful, and he has learned a lot this year. Cynthia Hutton and Gary Mack, as co-presidents, will lead the Faculty Association next year, Tracy Chase is staying on as secretary. Mr. Keith thanked the Board for their support of the College.

#### **4.D. NPC Student Government Association – Melissa Luatua**

Melissa Luatua addressed the Board and stated the SGA Arizona road trip April 18-20 went well, and had a great turn out. This year there were three graduates from SGA; Anthony Meza, Larisa Lunt, and Jackie Stinnett. June 14 at Show Low High School there will be a Relay for Life that SGA will be participating in. Late July or early August, SGA will have potluck welcoming to new students, and will discuss future events and do team building activities. Outdoor Club had a lot of student involvement. SGA membership was at 20 this year, 3 graduated. Melissa Luatua thanked the Board for their support. Vice President Vest stated student activities in rural community college don't have a lot of participation but there has been a lot of progress made over the last couple of years, and Melissa Luatua deserves a lot of credit for that. The initial poll from ASSIST, which is the state-wide data system, and even in an era of declining resources and FTSE there was almost a 20% increase in students transferring to the three state universities. This is the same time period in which the road trips began.

#### **4.E. NPC Foundation- Lance Chugg**

None.

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

- A. April 16, 2013 regular meeting minutes.

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

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

None



## **Agenda Item 7: New Business**

### **7.A. Review of Procedure 2760 – Employee Grievance**

President Swarthout stated that item 7.A. was for information purposes only and let the Board know that a review of Procedure 2760 was done in conjunction with the college attorney. The previous procedure was long, complex, and convoluted and simplification was the goal of the revision. The revisions to the procedure went out to the entire College. It did receive a few comments from staff, primarily regarding timelines. President Swarthout also stated that the student grievance procedure is also being re-written and will be brought to the Board for information purposes, as well. Mr. Matteson asked if there was a similar procedure for student code of conduct. Vice President Vest stated there was, it includes due process for all employees. Mr. Matteson asked about a review process for student discipline. Vice President Vest stated that the student code of conduct lists offenses and two tracks for discipline, one of which is a hearing made up of faculty, staff, and administrators.

### **7.B. Review of Procedure 2045 – Presidential Evaluation**

President Swarthout stated that the presidential evaluation will need to be conducted at the next DGB meeting, according to Procedure 2045. President Swarthout stated she would be sending her goals and self-evaluation to the Board via email.

### **7.C. Request to Approve Landscaping Contract for WMC**

Vice President Hatch reviewed the proposed landscaping contract with *It's Magic Landscape and Design* for \$125,714.07 for White Mountain Campus. Mr. Matteson asked if the contract requires the contractor to replace any dead plants and other post-project problems. Vice President Hatch stated it did. Mr. Lucero asked if there was a bond required. Vice President Hatch stated there was and final payment of 10% of the total is held until completion.

Mr. Mattson moved to approve the landscaping contract with *It's Magic Landscape and Design* for White Mountain Campus. Mr. Lucero seconded the motion. ***The vote was unanimous in the affirmative. Chair Handorf recused herself.***

### **7.D. Request to Approve Purchase – PDC Skills Center Furniture**

Vice President Hatch stated that this purchase is the furnishings for the new skills center. The Arizona Furnishings, the proposed vendor, is an Arizona state contract provider and has provided contract purchase pricing and has reviewed the pricing with a number of Arizona contract providers and feel comfortable that it is good pricing. Price is just under \$50,000 but with transaction privilege tax it does go over the \$50,000 limit. Staff recommends the purchase of furnishings for the Painted Desert Campus Skills Center from Arizona Furnishing for \$54,135.62. Mr. Lucero asked if it was being paid for in one lump sum. Vice President Hatch stated it was payment upon delivery and that there is 30-days to check status of the furnishings before payment has to be made. The furnishing is also warranted.

Mr. Lucero moved to approve the purchase of Painted Desert Campus Skills Center furniture purchase. Mr. Matteson seconded the motion. ***The vote was unanimous in the affirmative.***



**7.E. Request to Approve 2014-2015 Academic Calendar**

Vice President Vest reviewed the 2014-2015 Academic Calendar with the Board. He stated that several institutions associated with the College wait to receive the college's calendar in order to plan their own. It is the intent of the college to stay one year ahead in academic planning. 2014-2015 calendar mirrors the 2013-2014 Academic Calendar.

Mr. Lucero moved to approve the 2014-2015 Academic Calendar. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

**7.F. Request to Approve Third Party Data/Network Service for Hopi Center**

Director Bishop provided an overview of the Title III Grant, Project Eagle. In 2010 the College applied for a Title III Grant under the Native American Serving Non-tribal Institution portion of Title III. The College received just over \$2 million for a 5-year-project to expand the reach and availability of distance education through a model classroom, which can be described as a web based distance educational system rather than a traditional hardware based video system. It was also for implementing a virtual desktop (VDI) and applications that run through the data center rather than on individual user computers to help students have resources that they would have on campus anywhere in the world with internet access. In order to make sure that those services are available and reliable, staff set up a second point of presence to the internet and also a second connection to the internet through a different service provider which added 50 Mbps of connectivity, giving the college a total of 100 Mbps of internet bandwidth capacity. Using two different vendors for the internet connections gives the college redundant connections to the internet, so if one provider went down there would still be connectivity through the second provider. Additionally the connectivity to Hopi and Kayenta Centers will be improved, with Kayenta having been upgraded in 2011. Staff is recommending approval of a 5-year contract with Frontier Communications in the amount of \$125,700 for a 40 Mbps point-to-point connection between Painted Desert Campus and Hopi Center.

Mr. Peaches moved to approve the Third Party Data/Network Service with Frontier Communications. Mr. Matteson seconded the motion. *The vote was unanimous in the affirmative.*

**7.G. Request to Approve Purchase of Video Classroom System**

Director Bishop stated the request is for the Board to approve the purchase of video classroom system equipment from One Vision Solutions at a price of \$309,358.84, not including taxes, in order to upgrade 12 video classrooms. Mr. Matteson asked if there is a training program for faculty to use the new equipment. Director Bishop stated that a trained Video Tech will be trained on the new system, who will then, in turn, train faculty.

Mr. Matteson moved to approve Video Classroom System purchase from One Vision Solutions for \$309,358.84. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

**7.H. Request to Approve Active Directory Restructuring Project**

Director Bishop stated the request is to approve a contract with QCM Technologies to help with



active directory restructuring in the amount of \$49,130, and a software purchase for \$20,187.92 from SHI. Active Directory is Microsoft product that manages all technology and it puts everything into directories so it can be managed well. Years ago when college first implemented it was not done with a lot of planning so it has been very difficult to use well. QCM will help finish creating the new directories and will help move users and computers to the new directory service. Mr. Winslow asked if this would help address any findings addressed by the Auditor General's report about security. Director Bishop stated it would as the new directory would help implement a new password policy. Mr. Winslow asked if the positions that remain open in the IS Department would hinder implementing the project. Director Bishop stated it would not.

Mr. Peaches moved to approve the contract with QCM Technologies to help with active directory restructuring for the amount of \$49,130, and for a software purchase for \$20,187.92 from SHI. Mr. Matteson 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 Leslie Wasson**

Director Wasson stated SPASC has solicited feedback on what kind of project the College might want to do on its quality initiative that the Higher Learning Commission asks the College to undertake to improve learning within the College and involves large portions of our communities. Feedback was overwhelming support in the area of student services, so the College will be focusing on defining this project over the next year. Also, Dr. Swarthout invited college to a retreat to look at college priorities and there are three and a half pages of solicited ideas to work with from that event. This summer the data will be published and in the fall when the College returns to an active planning cycle that information will be available.

#### **8.B. Human Resources Update – Sharon Hokanson**

Director Sharon Hokanson reviewed the Human Resources Update with the Board and stated four positions had recently been filled. The first was Faculty in Philosophy; Brian Russell will be starting on August 12, 2013. Audio Video Support Tech was hired, Jared Turley has already started on May 1, 2013. Groundkeeper III was filled by Rico Baca, and started May 20, 2013. A Faculty in Maintenance and Operations offer has been made.

#### **8.C. President's Report – President Swarthout**

President Swarthout thanked the Board for attending pinnings and commencement. The Auditor General's office will be here this week to conduct the entry meeting for the upcoming audit cycle. The President attended Town Hall in Tucson recently, and Thursday night this week on Horizon they are interviewing several people that worked on the document on education. The Board and College will receive a copy of the document as well. The Arizona Board of Regents puts out a summary of state articles on higher education, and editorials that appear nationally, as well as articles specific to the three universities, the College has found it to be helpful. The Board expressed an interest in receiving the weekly summary from the Arizona Board of Regents.

### **Agenda Item 9: Board Report/Summary of Current Event**



Navajo Community College District Governing Board Meeting – 5/21/13 – Page 5 of 6

# **Northland Pioneer College**

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Mr. Winslow stated that he attended the GED completer's ceremony in Snowflake, the nursing pinning ceremony in Winslow, as well as the Commencement on Saturday. He wanted to thank everyone who made the events so successful. Mr. Matteson stated he thought commencement was run very well and was impressed with the students and found the Native American community inspiring. Chair Handorf stated the AADGB meeting would be Thursday, and that she has a grandson graduating and a granddaughter getting married all in the same week.

**Agenda Item 10: Announcement of Next Regular Meeting:** July 18, 2013.

**Agenda Item 11: Adjournment**

*The meeting was adjourned at 11:55a.m. upon a motion by Mr. Winslow, a second by Mr. Lucero, and a unanimous affirmative vote.*

Respectfully submitted,

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Lisa Jayne  
Recording Secretary to the Board

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Ginny Handorf  
Chairman

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Daniel Peaches  
Board Secretary

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# Navajo County Community College District Special Board Meeting Minutes

May 21, 2013 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

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

**Others Present:** Everett Robinson, Margaret White, Bryan Baker, Kenny Keith, Sharon Hokanson, Melissa Luatua, Maderia Ellison, Ann Hess, Pat Paxton, Peggy Belknap, Tamara Martin, Matt Weber, Beaulah Bob-Pennypacker, Dave Roberts.

## **Agenda Item 1: Call to Order**

Chair Handorf called the meeting to order at 10:21 a.m.

## **Agenda Item 2: Request to Approve 2013-2014 Proposed Tax Levy – Vice President Hatch**

Vice President Hatch stated staff recommends that the proposed 2013-2014 tax levy be approved. This is the primary property tax and it is proposed to be levied at \$13,341,335. This is the Truth in Taxation Rate of \$1.4769 per \$100 of valuation. Currently in 2012-2013, the College is levying \$1.35, which \$.25 below the average of \$1.62.

Mr. Matteson moved to approve the proposed tax levy rate at \$1.4769 and to forward to the Board of Supervisors. Seconded by Mr. Peaches. *The vote was unanimous in the affirmative.*

## **Agenda Item 3: Request to Approve 2013-2014 Proposed Budget – Vice President Hatch**

Vice President Hatch stated that the preliminary budget as approved and discussed in the public hearing has been published and noticed. The budget is closely aligned with the College's strategic plan and expect that the strategic plan will drive the budget process. This budget reflects all components previously discussed with the Board, including the property tax levy the Board just approved. Vice President Hatch recognized extensive involvement at the departmental and executive level to produce the budget, and in particular Maderia Ellison, Director for Financial Services, and her staff were instrumental in its compilation. It is anticipated that the expenditure limit will be breached in 2014. However, there is sufficient carry forward funds to address that on a short-term basis, and are continuing toward addressing the expenditure limit as an item of concern; for the 2013-2014 budget it will not impact the College's ability to move forward.

Mr. Matteson asked if the budget presented included the capital improvement plan. Vice President Hatch stated the 2013-2014 includes the first year of the 3-year-capital plan, so it is in



both documents and is integrated into the budget, but the following two years are not in the budget. The next item on the agenda is to approve the 3-year-plan, however, the budget only has the first year of the plan in it. Mr. Lucero stated this would allow for the capital budget to be drastically changed should something unforeseen happens. Vice President Hatch stated that the College is always in a position to reduce expenditures.

Mr. Matteson moved to adopt the proposed 2013-2014 budget as presented. Mr. Lucero seconded. *The vote was unanimous in the affirmative.*

#### **Agenda Item 4: Request to Adopt 2013-2016 Proposed Capital Budget – Vice President Hatch**

Vice President Hatch stated staff is recommending approval of a proposed 3-year-capital budget, incorporating the upcoming year, plus two additional years. Again, this is closely aligned with the 3-year strategic plan. Funding has been identified as a combination of current fund balances as well as ongoing General Fund operational revenues. Fund balance in the current and upcoming year is a large portion of the planned activities but anticipate ongoing transfers from the General Fund to fund this and do not anticipate funding from the State.

Mr. Matteson asked if the appropriations for leveling and repaving the driving track at NATC facility would include appropriate studies and plans as part of the project. Vice President Hatch stated that many of the capital projects will include additional study, plan and design, and will be brought to the Board at various stages as it moves along the development process.

Mr. Matteson moved adoption of the 2013-2016 proposed capital budget as presented. Mr. Lucero seconded. *The vote was unanimous in the affirmative.*

#### **Agenda Item 5: Adjournment**

*The meeting was adjourned at 10:32a.m. upon a motion by Mr. Lucero, a second by Mr. Winslow , and a unanimous affirmative vote.*

Respectfully submitted,

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Lisa Jayne  
Recording Secretary to the Board

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Ginny Handorf  
Chairman

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Daniel Peaches  
Board Secretary



# Navajo County Community College District 2013-2014 Proposed Budget Public Hearing Minutes

May 21, 2013 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

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

**Others Present:** Everett Robinson, Margaret White, Bryan Baker, Kenny Keith, Sharon Hokanson, Melissa Luatua, Maderia Ellison, Ann Hess, Pat Paxton, Peggy Belknap, Tamara Martin, Matt Weber, Beaulah Bob-Pennypacker, Dave Roberts.

## **Agenda Item 1: Call to Order**

Chair Handorf called the meeting to order at 10:00 a.m.

## **Agenda Item 2: Presentation of Proposed 2013-2014 Budget – Vice President Hatch**

Vice President Hatch presented the Proposed 2013-2014 Budget to the Board. He stated the preliminary budget as approved by the Board at the last regular board meeting was posted on the College's website as well as a full-page publication in both The White Mountain Independent on May 14 and The Holbrook Tribune on May 15.

Vice President Hatch reviewed the Proposed Budget documents with the Board. He stated the current general fund budget as proposed is \$25,432,135, which is a 5.1% increase over 2012-2013 budget. The Plant Fund budget is just under \$12,200,000, this is just over a 10% increase compared to the current year. The increase is primarily related to ongoing activities related to facility improvements at the White Mountain Campus. In total, the two primary tax funded funds total \$37,631,435, which is a 6.7% increase over the current year's budget. The primary difference for the larger increase for per Full-Time Student Equivalent is the projected enrollment count is down from the budget of 2013-2014 by 200 Full-Time Student Equivalents. That makes up for the current general fund \$11,560 per Full-Time Student Equivalent, and unexpended plant fund \$5,535.

For all personnel compensation on all funds, employee salaries are up 3.5%, retirement costs are up nearly 15%, much of that is related to the budget addition of an alternate contribution rate for employees returning to work after retiring and there's a contribution that both the College and employee splits. Healthcare costs are up about 3% and other benefit costs are up 2.5%. So total personnel compensation including benefits for all funds is \$18,382,000 and that's a 4.3% increase over the current year.





The primary tax levy is proposed to increase \$173,773, a 1.3% increase, all related to new construction. However, as a result of continuing decline, in property valuations, the primary tax rate will increase from \$1.35 to nearly \$1.48 per \$100 of assessed valuation. This is below the maximum primary property tax levy which is \$13.6 million.

In the General Fund there is very little change in revenues in the net amount. Tuition is decreasing by just over 15%, that's primarily related to how the College is treating the tuition, currently the College is shifting tuition that is meant for the following year to the actual accounting year in which it is meant for. Operating State Aid, the College's maintenance support is down just below \$50,000, and equalization is up and so, in total, there's a wash there. Included is capital support of \$199,000, but the state budget has not included this at this point in their process, there is hope that this funding will take place. Specific equipment would be purchased with these funds, but if the funds are not allocated by the State then the purchases would not be made.

Property taxes show a 1.3% increase. The biggest change is moving the sales and service in the auxiliary fund to general revenues and so the \$350,000 last year compared to nothing in the current year.

A new item on the revenue side, less governing board designations, the nearly \$28 million is a combination of what's in the three year capital plan and in the financial reserve policy the Board approved in April. Total resources available for the year are just under \$50 million, which is just under a 5% increase compared to the prior year.

Mr. Lucero asked what specifically was under Instruction and what was under Admin expenses. Vice President Hatch stated that Instruction is all direct classroom activity; salary, wages, and benefits of instructors, as well as any course materials or supplies that are required to be used in the classroom. The administrative side is administrative staff, business office staff, registration staff, financial aid staff, information services and all the activities related to information services including the equipment that provides the classroom instruction.

Mr. Winslow asked Vice President to explain the large percentage increase under admin. Vice President Hatch stated that all of the departments are fairly heavy on the side of salaries, wages and benefits; nearly 80% of the total budget is related to compensation. The increase in overhead budget is related to strengthening and supporting the IS network, including equipment for classrooms as well as the ability to connect between locations, which is probably the largest increase in total percentage next to wages and salary. Mr. Winslow asked if it was technology infrastructure for instruction. Vice President Hatch stated it was.

Mr. Matteson stated that the budget reporting requirements reflects top heavy administration when in essence it is instruction that makes it top heavy. Due to the spread-out nature of this institution, IS costs are large compared to an institution that is singular in nature. President Swarthout stated in regards to the administrative area of the budget there has been an increase in external reporting requirements and that overall the College is required to produce more and more data and administrative reporting positions have been added in order to respond to these



demands. In the long run, admin costs will increase related to reporting requirements. Vice President Hatch stated that explaining the delivery model is necessary to presenting the College to the legislature and to tax payers.

**Agenda Item 3: Call for Public Comment**

Vice President Hatch stated the notice was put up right after the last board meeting with contact information for Vice President Hatch. There were no requests for information relative to the budget and no public was present to address the board.

**Agenda Item 11: Adjournment**

*The meeting was adjourned.*

Respectfully submitted,

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Lisa Jayne  
Recording Secretary to the Board

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Ginny Handorf  
Chairman

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Daniel Peaches  
Board Secretary

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## **REVIEW OF PROCEDURE 2623 REGISTERED SEX OFFENDERS**

### **Summary:**

The College infrequently (three in the past five years) receives requests from registered sex offenders to enroll in college courses. After the last such request in the Fall 2012 semester, student services staff requested that a procedure be developed to address such requests in the future. The goal of the procedure is to balance the availability of educational services to members of the public with the safety and security of the college community. The procedure follows requirements of Arizona Revised Statutes and the Federal Sex Crimes Prevention Act. It establishes a committee to evaluate each enrollment request by a registered sex offender. The committee will consider all relevant information regarding the request and the individual's status. The procedure also provides for an appeal process for those initially denied enrollment. The procedure has been reviewed by the college community according to Procedure 2100.



**Procedure 2623**  
**Registered Sex Offenders**

**A. Purpose**

To address the admission and continued enrollment of registered sex offenders at Northland Pioneer College (the "College").

**B. Applicability**

This policy applies to all persons who apply to the College or are enrolled in the College and are identified as registered sex offenders and required to register pursuant to Section 13-3821 of the Arizona Revised Statutes.

**C. Policy**

The College reserves the right to deny or revoke admission of registered sex offenders in accordance with Policy 1290.

**D. Definitions**

1. Registered sex offender: A person required to register as defined and provided in A.R.S. § 13-3821.
2. Convicted Sex Offender Committee ("CSOC"): A committee composed of five full-time faculty and administrators appointed by the President of the College, one of whom shall be the Vice President for Learning and Student Services. The CSOC will determine if the registered sex offender presents a threat or a potential danger to the College's community. All members of the CSOC will sign a statement agreeing to hold confidential all information reviewed and discussed related to the sex offender.

**E. Responsibilities**

The College reserves the right to deny or revoke admission of a registered sex offender upon notification by local authority as required in Section 13-3825 of the Arizona Revised Statutes. The College reserves the right to evaluate and document special cases and to refuse admission if the College determines that the registered sex offender is a threat or a potential danger to the College's community or if such refusal is considered to be in the best interest of the College. Students whose admission is suspended after enrollment must be notified of their right to an appeal process and must be provided with due process.

**F. Procedures**

1. When the College learns that an applicant or enrolled student is a registered sex offender, the applicant or student will not be allowed to register for classes.
2. If the registered sex offender is an applicant, he or she will receive written notification at the home address listed in the student information system that admission to the College has been postponed based on his or her listing on the sex offender registry and pending completion of an appeal process. The applicant must initiate the appeal process within ten (10) calendar days of the date on the notification sent by the College. Failure by the applicant to initiate the appeal process within ten (10) calendar days of notification from the College will forfeit his or her right to appeal.
3. A registered sex offender who becomes an enrolled student prior to the College's learning that the individual is a sex offender will receive written notification at the home address listed in the student information system. The written notification will require the student to initiate

the appeals process within ten (10) calendar days of the date on the notification sent by the College in order to receive consideration to remain enrolled. The individual will remain provisionally enrolled pending the outcome of the appeal process. Failure by the student to initiate the appeal process within ten (10) calendar days of the date on the notification from the College will result in written notice of administrative withdrawal from all current and future semesters, and forfeiture of the individual's right to appeal.

4. Appeal process for denial of admission or withdrawal for registered sex offender:

a. The applicant or withdrawn student shall be given notice that explains the appeal procedure and requests the following information within ten (10) calendar days following the date of such notice:

- i. Formal request for an appeal;
- ii. Disclosure of the nature of the offense for which the person has been convicted;
- iii. Justification for consideration of admission, reinstatement, or continued enrollment; and
- iv. Statement acknowledging the individual's understanding that his or her identity and status as a registered sex offender will be publicized within the College community in accordance with federal and state law if admitted or reinstated.

5. Upon receipt of a request for appeal within the required ten (10) calendar days of notification, the Vice President for Learning and Student Services will convene the CSOC for a hearing of the convicted sex offender's appeal. The purpose of the hearing will be to determine if the registered sex offender is a threat or a potential danger to the College's community. The CSOC will review the information submitted and make a decision by a simple majority vote within fourteen (14) calendar days of receiving the letter of appeal. The Vice President for Learning and Student Services will serve as chair of the panel. The Vice President for Learning and Student Services will inform the registered sex offender in writing of the CSOC decision. If the CSOC determines that the registered sex offender presents a threat or potential danger to the College's community, denial of admission to the College will be permanent. If the registered sex offender is currently enrolled, and the CSOC determines that the individual is a threat or potential danger to the College's community, he or she will be administratively withdrawn from classes, will receive a 100% refund, and will be denied future admission/enrollment to the College. The resolution of the appeal by the CSOC shall be final.

**G. Waiver**

If a student or applicant fails to comply with the terms of this procedure, he or she will forfeit the right to appeal the denial of admission or enrollment at the College.

**H. Notice**

In accordance with the Federal Campus Sex Crimes Prevention Act, the College community will be advised of any known sex offenders attending, working or volunteering at the College and that the following site may be accessed to obtain information on registered sex offenders: [AZSexOffender.org](http://AZSexOffender.org).

**I. Interpretation**

Authority for interpretation of this procedure rests with the Vice President for Learning and Student Services.

## **REVIEW OF PROCEDURE 2605 STUDENT GRIEVANCE**

**Summary:**

In order to simplify and clarify a cumbersome Student Grievance process, the college attorney proposed a new Procedure 2605. The revision to Procedure 2605 was reviewed by the students of the college, following Procedure 2100. The new Procedure 2605 is presented to the District Governing Board for information only.



# Procedure 2605

## Student Grievances

Students who believe that they have been treated unfairly may use this Procedure to have their views considered. This procedure applies to all student grievances except those that are governed by more specific procedures, such as Procedure #2666, Student Appeal of Grades, and Procedure #2627, Hazing. Nothing in this procedure is intended to limit the Administration's ability to investigate possible problems without regard to whether a grievance has been submitted.

This Procedure should be used only for problems that affect a student directly and in a significant way. Insubstantial grievances may be disposed of summarily.

### Initiating a Grievance

A student who has a grievance shall first attempt to resolve the grievance informally. If that cannot be done, or if informal attempts to resolve the grievance would be futile, the student shall submit a statement of grievance to the Vice President for Learning and Student Services. The statement shall:

- State that the student is invoking the grievance procedure.
- Provides the student's name and contact information.
- Identify the nature of the grievance, including the names of any individuals whose actions or inaction are relevant to the grievance.
- State what action the student wants to have taken to resolve the grievance.
- Identify the steps that have been taken to resolve the grievance informally and the outcome of such efforts. If the student believes that informal attempts to resolve the grievance would be futile, the student shall explain why.

Grievances should be submitted promptly. Undue delay in submitting a grievance may result in dismissal of the grievance.

### Investigation of the Grievance

The Vice President for Learning and Student Services shall determine how best to investigate the grievance. The Vice President for Learning and Student Services may investigate the grievance personally. The investigation may instead be assigned to an employee who has sufficient authority over the individuals or the condition involved to resolve the grievance if it is found to be meritorious. The Vice President for Learning and Student Services may take such other approach to investigating the grievance as may be appropriate.

If the Vice President for Learning and Student Services determines that the student has made insufficient efforts to resolve the grievance informally, the Vice President for Learning and Student Services may decline to investigate the grievance until such efforts have been made.

### **Decision**

Whoever investigates the grievance shall render a written decision within thirty days after the statement of grievance has been filed. If unusual circumstances make compliance with that deadline impractical, a decision shall be rendered as soon as possible, but in no event more than sixty days after the statement of grievance has been filed.

The written decision shall state the reasons for the decision. It shall be shared with the student who brought the grievance.

### **No Reprisals**

No reprisals shall be taken against any student for bringing a grievance or for cooperating with the investigation of a grievance.



## NATC AUDIT STATUS UPDATE

### Summary:

Staff will discuss the current plans for an audit of the funds held and expended by NATC. NATC board members reviewed quotes from several audit firms and awarded the audit contract totaling \$8,500 to Nordstrom & Associates, P.C., who will begin field work July 8, 2013.

The audit scope includes:

- One year audit of nonprofit entity for fiscal year ended June 30, 2013
- First audit of the nonprofit entity, results in auditing beginning and ending balances
- Final audit report available no later than September 30, 2013
- Audit report will include Statement of Financial Position, Statement of Activities, Statement of Cash flows and related notes
- Possibly limited in some areas of documentation supporting capital assets
- NPC accounting specialist will provide support auditors during field work



## REQUEST TO APPROVE IGA WITH MOHAVE AND COCONINO COMMUNITY COLLEGES

**Recommendation:**

Staff recommends approval of an Intergovernmental Agreement with Mohave Community College and Coconino Community College to provide a cooperative higher education network.

**Summary:**

The presidents of the participating colleges have been collaborating for several years on a number of common issues, including the Annual Joint DGB/Legislature meeting and cooperative participation in grants. The purpose of this IGA is to continue to add structure and participation in of areas of mutual interest and to provide additional opportunities to share resources where beneficial.



**COCONINO COMMUNITY COLLEGE – MOHAVE COMMUNITY COLLEGE –  
NORTHLAND PIONEER COLLEGE  
INTERGOVERNMENTAL AGREEMENT  
Effective JULY 1, 2013**

**INTRODUCTION**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter “Agreement”) is made and entered into by and between **MOHAVE COMMUNITY COLLEGE** (by and through its Governing Board), hereinafter referred to as **MCC**, **NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT** (by and through its Governing Board), hereinafter referred to as **NPC**, and the **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** (by and through its Governing Board), hereinafter referred to as **CCC**, collectively known as the I-40 Corridor Coalition, pursuant to A.R.S. §11-951 *et seq.*

WHEREAS, **MCC, NPC, and CCC** are authorized to enter into this Agreement by virtue of A.R.S. §15-1470 *et seq.*; and

WHEREAS, this Agreement will supersede previous Intergovernmental Agreement(s) between the Parties and will be the basis for continued cooperative endeavors between **MCC, NPC, and CCC**; and

WHEREAS, **MCC, NPC, and CCC** will strive jointly to deliver selective programs of higher education instruction and education-related services in a cost-effective manner, thereby providing a higher educational value for the resources invested and greater access to degree programs for the residents of the I-40 Corridor that includes Mohave, Navajo, Apache, and Coconino Counties; and

WHEREAS, **MCC, NPC, and CCC** agree to preserve the integrity and autonomy of each institution, permitting each to effectively fulfill its own mission; and

NOW, THEREFORE, **MCC, NPC, and CCC** agree as follows:

**ARTICLE I—PURPOSE**

The purpose of this Agreement is to provide terms and conditions under which **MCC, NPC, and CCC** will exercise efficient and maximal use of available educational resources through common and complementary resources of each institution.

**MCC, NPC, and CCC** intend to collaborate in areas of academic instruction, curriculum development, data sharing, business functions, student services, and other support services to provide a cooperative higher education network for residents of the I-40 Corridor that includes Mohave, Navajo, Apache, and Coconino Counties.

No separate legal entity is created by this Agreement.

**ARTICLE II—I-40 CORRIDOR COORDINATING COUNCIL**

The respective administrations of **MCC, NPC and CCC** shall jointly establish and maintain an I-40 Corridor Coordinating Council (hereafter “Council”). The Council shall be charged with

preparing recommendations to the Presidents of MCC, NPC, and CCC or their designees on areas of collaboration outlined in this Agreement.

The Council shall maintain written operational details of this Agreement and shall provide a copy of such details to the Presidents of MCC, NPC, and CCC. The Council may update operational details as needed. The Council shall forward any recommendations for changes to this Agreement to the Presidents of MCC, NPC, and CCC for consideration which shall be subject to approval by all parties and documented as a change to the Agreement by a writing signed by all parties.

The Council shall maintain written Sub-Agreements consistent with this Agreement using the template in Appendix A and recording each approved Sub-Agreement in Appendix B. Copies of all Sub-Agreements shall be provided to the Presidents of MCC, NPC, and CCC.

The Presidents of MCC, NPC, and CCC shall determine and provide necessary fiscal support for the Council and for joint measures under this Agreement in an equitable fashion. Absent a specific agreement to share costs, MCC, NPC, and CCC are fiscally responsible for services or resources at their respective institutions.

### **ARTICLE III—SUB-AGREEMENTS/RECORD KEEPING**

Staff at respective institutions shall prepare drafts of Sub-Agreements and provide a copy of such to the Presidents of **MCC, NPC, and CCC** for approval; and maintain written Sub-Agreements consistent with this Agreement using the template in Appendix A and recording each approved Sub-Agreement in Appendix B. Copies of all Sub-Agreements shall be provided to the Presidents of **MCC, NPC, and CCC**.

The Presidents of **MCC, NPC, and CCC** shall determine and provide necessary fiscal support for joint measures under this Agreement in an equitable fashion. Absent a specific agreement to share costs, **MCC, NPC, and CCC** are fiscally responsible for services or resources at their respective institutions.

### **ARTICLE IV—TERM OF AGREEMENT/AMENDMENTS**

The Agreement shall take effect upon execution by all Parties and shall continue in effect until June 30, 2014, and may be renewed thereafter for successive two-year periods through a writing signed by all Parties.

This Agreement may be amended by a writing signed by all Parties.

### **ARTICLE V—TERMINATION, CANCELLATION, AND FINANCES**

1. Any party may terminate this Agreement for any reason effective the first day of a fiscal year upon one hundred and eighty (180) days' prior written notice to the other party.
2. All institutions will separately establish and maintain budgets to support any joint educational programs or activities established under this Agreement.
3. In the event of termination of the Agreement, property acquired by one party to this Agreement shall be retained by the party that purchased that property. Property jointly

acquired or, if sold, its proceeds shall be equitably divided, in proportion to the contribution of each party toward the cost of acquisition.

4. Any party may cancel this Agreement without any further obligation in the event that sufficient appropriated funding is unavailable to assure full performance of its terms.
5. The Parties recognize that this Agreement may be cancelled by any Party for conflict of interest in accordance with ARS § 38-511.
6. Each party shall be responsible for establishing and maintaining its own budget with regard to the matters governed by this Agreement.

#### **ARTICLE VI—SPECIAL PROVISIONS**

1. All Parties will exercise efficient and maximal use of available educational resources. Specifications, roles, and responsibilities shall be developed by staff and approved by the Presidents of **MCC, NPC, and CCC** and shall be followed by all institutions.
2. The institutions may update these specifications, roles and responsibilities, as needed, with Presidential approval.
3. Each institution shall register admitted students under each institutions procedures and tuition schedules, and shall collect tuition for classes taught at said institution.
4. Each institution will coordinate academic program efforts and share resources according to the written guidelines as established by each institution, including but not limited to academic instruction, curriculum development, and equipment sharing.
5. Each institution will have representation on the I-40 Corridor Coordinating Council as designated by each College President.
6. The institution at which the student is registered for a class shall provide and pay for any disability accommodations for that class.
7. All Parties will mutually provide access to shared student educational records and enrollment information to the extent permitted by the Family Educational Rights and Privacy Act.
8. All Parties agree to inform each other of any significant complaints, problems, successes, and opportunities regarding this Agreement.

#### **ARTICLE VII—CONTRACT CLAIMS AND ARBITRATION**

The Parties shall first attempt to resolve any contract claims or disputes they may have through negotiation. If they are unsuccessful in doing so, the Parties shall submit any contract claims or disputes they may have to arbitration, through the services of the Coconino County Superior Court Alternative Dispute Resolution program, pursuant to the Arizona Uniform Arbitration Act (Arizona Revised Statutes Sections 12-1501 through 12-1518), and Rules 72 through 76 of the Arizona Rules of Civil Procedure providing for arbitration by agreement of reference.

#### **ARTICLE VIII—NON-DISCRIMINATION**

The Parties agree to comply with Arizona Executive Order 99.4, prohibiting discrimination in employment by government contractors, to the extent applicable to this contract.

## **ARTICLE IX—MUTUAL INDEMNIFICATION/LIABILITY**

Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims”, arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each institution shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of either of the other two institution’s employees or agents. None of the institutions shall be responsible for maintaining insurance coverage for liability arising from acts and omissions of the other institution’s employees or agents.

## **ARTICLE X—GOVERNANCE OF STATE LAW**

This Agreement shall be governed and interpreted under the laws of the State of Arizona.

**ARTICLE XI—AUTHORIZING SIGNATURES FOR THE AGREEMENT**

MOHAVE COMMUNITY COLLEGE:

By \_\_\_\_\_  
President Date

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
President Date

COCONINO COUNTY COMMUNITY COLLEGE

By \_\_\_\_\_  
President Date

The foregoing agreement is in proper form and is within the powers of authority granted under the laws of this state:

\_\_\_\_\_  
Legal Counsel for MCC Date

\_\_\_\_\_  
Legal Counsel for NPC Date

\_\_\_\_\_  
Legal Counsel for CCC Date

**APPENDIX A — TEMPLATE FOR SUB-AGREEMENTS**

This Sub-Agreement is subject to, incorporates by reference, and may not conflict or be inconsistent in any regard with the provisions of the COCONINO COMMUNITY COLLEGE – MOHAVE COMMUNITY COLLEGE – NORTHLAND PIONEER COLLEGE INTERGOVERNMENTAL AGREEMENT dated \_\_\_\_\_, 2013.

Each Sub-Agreement must follow the format of this template, and after approval by all Parties below, shall be updated on the index of Sub-Agreements in Appendix B.

(Describe purpose and details of agreement in this section)

The following signatures denote approval:

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MCC President Signature Date

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NPC President Signature Date

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CCC President Signature Date

The Council Chair and all Presidents (or Presidents’ designees authorized to sign intergovernmental Agreements) must approve each Sub-Agreement for it to take effect.

Copies to:

- President of MCC
- President of NPC
- President of CCC
- MCC legal counsel
- NPC legal counsel
- CCC legal counsel
- Other as appropriate to the Sub-Agreement (list here)



**APPENDIX B—INDEX OF SUB-AGREEMENTS**

Appendix B shall be maintained and kept current by the Council. Each Sub-Agreement must be in the format of Appendix A and must be properly signed and dated. The original document of the Sub-Agreement is kept with Council files in media of the Council’s choosing. Appendix B is updated to summarize each Sub-Agreement as follows.

Each Sub-Agreement is governed by the Agreement as stated in Appendix A. The duration and other terms of the Agreement shall govern each Sub-Agreement unless otherwise provided in a Sub-Agreement.

<u>Title</u>	<u>Index of Sub-Agreements in Alphabetical Order or Title</u>		
	<u>Approved</u>	<u>Revised</u>	<u>Description</u>
Test Project	June 2013	n/a	Agreement describes program details.

May 1, 2013

Dear President Swarthout and Vice President Vest::

Dr. James Jacob, Professor of Biology and Chair of the Biology Department will retire at the end of the current academic year. We nominate him for emeritus status. Procedure 2776 provides that faculty members who retire after having worked for the college for 15 or more years and who are retirement eligible shall receive emeritus recognition. Dr. Jacob's tenure falls slightly short of that mark. He began teaching at Northland Pioneer College in 2001. Thus he has not achieved the threshold number of years of service for automatic recognition. However, Procedure 2776(C) also provides that, within one year of person's retirement, a member of the college community "may make a written nomination and recommendation to the college president to award the appropriate designation because of their significant contribution to the college while employed."

Dr. Jacob well deserves this recognition. Dr. Jacob was hired at Northland Pioneer College on the basis of a distinguished scholarly record and his previous teaching and administrative roles at other institutions of higher learning. He has served the college for the past twelve years as both a faculty member in biology and as a capable administrator of the Biology Department. As a faculty member, Dr. Jacob effectively taught heavy course loads in biology. He developed and maintained internet courses to meet student enrollment pressure but maintained the integrity of the curriculum by "hybridizing" these courses with a "live" laboratory component. The complications of scheduling and coordination of adjunct faculty was great. During his tenure at Northland Pioneer College, Dr. Jacob has contributed greatly to the success of the Nursing program through directly teaching pre-requisite biology courses with rigor. Dr. Jacob's high academic standards along with his extraordinary support to students better prepared them for the NPC nursing program, which is evident by his former students' scores on the HESI. Moreover, he has also indirectly contributed to the success of numerous students through his leadership of the Biology Department.

Dr. Jacob's student evaluations have been among the highest in the Division of Arts and Sciences. More importantly, perhaps, has been the professional relationships he has built with his students and former students. We have had the pleasure over the past few years to meet a number of students, some now teaching at this college, who speak fondly of Dr. Jacob's mentorship.

*Quality education you can afford.*

Dr. Jacob has significantly contributed to students and the college during over a decade of service at this institution, despite the fact that those years do not add up to the number required to receive emeritus recognition presumptively. For the reasons enumerated above, we nominate Dr. Jacob for emeritus recognition.

Respectfully submitted,

Patricia Lopez, Faculty in Biology



David Smith, Faculty in Biology



Tanya Baker, Biology Lab Manager



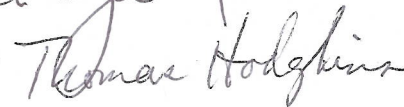
Randy Porch, Faculty in Geology



Dana Jolly, Faculty in Nursing



Thomas Hodgkins, Faculty in Chemistry



Michael Lawson, Faculty in History and Anthropology

Gary Reyes, Faculty in Psychology



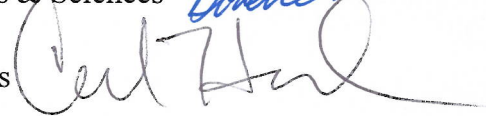
Brian Burson, Faculty in Mathematics



Bobette Welch, Executive Secretary to the Dean of Arts & Sciences



Andrew Hassard, Chair, Social and Behavioral Sciences



Ryan Jones, Chair, English



Michael Solomonson, Chair, Fine and Performing Arts



Rickey Jackson, Director Development Services and Education



Eric Henderson, Dean Arts and Sciences



## PROFESSOR EMERITUS AWARD DR. JAMES S. JACOB

If Dr. Jacob tells you he's a D'backs fan, better clarify whether he means Arizona's professional baseball team or *Crotalus atrox* – the Western Diamondback Rattlesnake – the subject, along with other venomous pit vipers, of numerous research studies, conference presentations and journal articles published by Jacob during his 43+-year academic career.

Born and raised in Texas, Jim's interest in science and technology helped shape his career, and benefitted his students in the process. After completing his bachelor's degree from Stephen F. Austin University in 1970 with a major in biology and chemistry minor, Jim spent another two years at the Nacogdoches, Texas, institution, finishing his master's degree in biology.



In 1973, Jim enrolled in the doctoral program at the University of New Mexico, serving as Assistant Curator in the Division of Herpetology at the Museum of Southwestern Biology. His graduate student duties included biotelemetric monitoring of activity patterns and physiology parameters of *Crotalus* and *Chrysemys* (turtles) in New Mexico. During his final year, in 1977, he was a lecturer in biology at UNM.

That led to an assistant and later associate professorship in biology at the University of Memphis. In 1984, Jim accepted a biology faculty position at Glendale Community College – marking the beginning of a 15-year tenure with the Maricopa Community College District.

His interest in adapting technology into instruction led him to be named Coordinator of Administrative Computing and Telecommunications for GCC in 1986. He was promoted to Director of Information Services in 1987. In 1989, he became Assistant Provost for the new Estrella Mountain Community College, and was named Dean of Information Technologies and Administrative Services at EMCC in 1997.

Jim participated, presented and helped organize several workshops and conferences on the evolution of future library, information services and learning centers and deploying technology in the classroom.

He returned to GCC in 1998 to once again teach biology. In 2000, Jim entered the private sector, working for GoCampus, a business-to-business Internet service provider linking alumni with their educational institutions.

NPC lured him back into education in 2001, where he taught heavy course loads in biology and chaired the department until his retirement in May 2013. He developed and maintained Internet courses to meet student enrollment pressure, maintaining the integrity of the curriculum by “hybridizing” these courses with a “live” laboratory component.

Jim contributed greatly to the success of the NPC nursing program through directly teaching prerequisite biology courses with rigor. His high academic standards, along with his extraordinary support for student’s use of technology, better prepared them for the nursing program, as evidenced by his former students’ scores on the HESI test. He also indirectly contributed to the success of numerous students through his leadership of the biology department.

“Arizona has disciplined, well-trained nurses due, in large part, to Jim’s exacting standards in the classroom. He cared for and about his students and demanded a degree of excellence that prepared them to move forward with confidence that they could succeed,” commented Ina Sommers, Winslow Campus Manager, at left in photo with Dr. Jacob.

In their nomination letter, 14 fellow instructors and staff members noted the significant contributions Dr. Jacob has made during his dozen years at NPC. While he consistently received the highest student evaluations in the Division of Arts and Sciences, perhaps his greatest accomplishment was “the professional relationships he built with his students and former students” some now teaching for the college, who speak very fondly of Dr. Jacob’s mentorship.

“At this point in my retirement, I am just trying to clear my head and enjoy the lack of a schedule,” wrote Jim. “Given that my mother was just short of her 95th birthday when she died in 2010, I think I have a while to make plans.”

Jim and his bride of 44 years, Angela, a retired K-12 music teacher, have three children and 3.5 grandchildren (the fourth is due in November).



## PROFESSOR EMERITUS AWARD DR. JANET HUNTER



Nursing smocks will soon be replacing the business attire normally worn by Dr. Hunter as she taught Administrative Information Services (AIS) and Business (BUS) class at the Winslow – Little Colorado Campus. This fall Janet is on the other side of the podium, as a first-year nursing student.

Janet is a central Pennsylvania native – born in Huntingdon, raised in Petersburg and a graduate of Juniata Valley High School. She earned her bachelor's degree in business/economics from Penn State.

She completed her M.B.A. and master's degree in business from Virginia Polytechnic Institute & State University and her doctorate, with distinction, in political science from Northern Arizona University.

Before joining the NPC faculty in 1996, Janet taught economics at West Virginia State College; business and economics at Lees College in Kentucky, and marketing at Virginia Tech. While at Lees, she was chosen Teacher of the Year. At NPC she received an Excellence Award from the National Institute for Staff and Organization Development (NISOD). Janet is a member of the American Political Science Association.

Her published work includes the book *Protecting Our Environment: Lessons from the E.U.*; entries in the *Encyclopedia of Environmental Politics* in the chapter on Arizona Politics and Policy; and a case study in *Environmental Policy: Cases in Role-Playing*.

When Janet is not grading papers or studying, she enjoys riding horses.

## MERITORIOUS SERVICE AWARD ANA MARQUEZ

A move to Tucson to spend more time with her extended family tops the list of retirement “goals” for Ana Marquez, who joined the NPC family in November 1995. In her most recent capacity as the Assistant to the Winslow Campus Manager, Ana’s smile greeted students and community members needing to register for classes, make payments, or just obtain more information about the college.



Born and raised in Nogales, Arizona, Ana is the oldest of nine children. “Our family is close and we take turns getting together for holidays and other family events.” Retirement will also allow her to spend more time on hobbies, such as scrapbooking and quilting, and maybe even “start some new ones” plus camping, family outings and reunions.

She has been married to husband Steve, a high school teacher, for 18 years, and they have a 14-year-old son, Steven Jr. Ana volunteers in her son’s sports and church youth group. The family enjoys renting movies for a family movie night and playing board games.

Ana is a graduate of Arizona Western College (Associate of General Studies) and Arizona State University (Bachelor of Arts in Sociology). Before coming to NPC she worked at Valley National Bank and in the Office of Grants at ASU for over 10 years.

Originally the Secretary to the Director of Arts, Humanities and Social Sciences at the Holbrook – Painted Desert Campus, Ana moved to the Winslow – Little Colorado Campus in 1996 as secretary to the Director of Math and Sciences Division. When the division was combined with the Liberal Arts Division to become Arts & Sciences in 2002, Ana served as Faculty Secretary/Receptionist. She became Assistant to the Campus Manager in 2006. She also served as a Classified and Administrative Staff Organization (CASO) delegate.

“Ana was a loyal, dedicated employee who served with a smile and had a friendly word for everyone,” commented Ina Sommers, Winslow Campus Manager.

## REQUEST TO APPROVE JENZABAR MAINTENANCE RENEWAL

**Recommendation:**

Staff recommends approval to renew an existing software maintenance agreement for our Jenzabar CX system for a period of one year at a cost of \$166,870.65.

**Summary:**

Northland Pioneer College utilizes a higher education specific Enterprise Resource Planning (ERP) system known as Jenzabar CX. The ERP system is an integrated collection of software tools that supports all of our business operations. It is absolutely critical to maintain vendor support of this product.

In the past, NPC has entered into five year maintenance agreements with Jenzabar for maintenance and support. Staff now recommends entering into a one year agreement as prepayment discounts are no longer available through Jenzabar.





**Remit To:**

P.O. Box 55018  
 Boston, MA 02205-5018  
 540-432-5200 VOICE  
 540-432-5275 FAX

Invoice #: MRI0003311  
 Customer ID: 111050  
 Sales No:

**Bill To:**

Northland Pioneer College  
 Donna-Business Office  
 PO Box 610  
 Holbrook, AZ 86025-0610  
 US

**Ship To:**

Northland Pioneer College  
 Donna-Business Office  
 PO Box 610  
 Holbrook, AZ 86025-0610  
 US

**ACCOUNTS PAYABLE**

**APR 18 2013**

**RECEIVED**

Invoice Date: 4/16/2013      Payment Due Date: 6/30/2013      PO #:      Terms: Net 75 Payment Terms

No.	Item / Description	UOM	Quantity Ordered	Quantity Shipped	Unit Price	Total
1	CX AD MN <i>CX Admissions Maintenance</i>	EA	1.00	1.00	5,333.49	5,333.49
2	CX AR MN <i>CX Student Financials Maintenance</i>	EA	1.00	1.00	4,100.52	4,100.52
3	CX BD MN <i>CX Budgeting Maintenance</i>	EA	1.00	1.00	2,413.80	2,413.80
4	CX CM MN <i>CX Common Maintenance</i>	EA	1.00	1.00	27,363.10	27,363.10
5	CX CRM ADO MN <i>CX CRM-Admissions Officer Maintenance</i>	EA	1.00	1.00	5,967.31	5,967.31
6	CX CRM CA MN <i>CX CRM-Candidate Maintenance</i>	EA	1.00	1.00	5,674.23	5,674.23
7	CX CRM FAC MN <i>CX CRM-Faculty Maintenance</i>	EA	1.00	1.00	6,983.65	6,983.65
8	CX CRM STAFF MN <i>CX CRM-Staff Maintenance</i>	EA	1.00	1.00	3,865.97	3,865.97
9	CX CRM STU MN <i>CX CRM-Student Maintenance</i>	EA	1.00	1.00	5,611.89	5,611.89
10	CX DA MN <i>CX Degree Audit Maintenance</i>	EA	1.00	1.00	2,948.24	2,948.24
11	CX FN MN <i>CX Financial Aid Maintenance</i>	EA	1.00	1.00	7,378.05	7,378.05
12	CX GL MN <i>CX General Ledger Maintenance</i>	EA	1.00	1.00	8,244.76	8,244.76

**Remit To:**

P.O. Box 55018  
 Boston, MA 02205-5018

540-432-5200 VOICE  
 540-432-5275 FAX

**Invoice #:** MRI0003311  
**Customer ID:** 111050  
**Sales No:**

**Bill To:**

Northland Pioneer College  
 Donna-Business Office  
 PO Box 610  
 Holbrook, AZ 86025-0610  
 US

**Ship To:**

Northland Pioneer College  
 Donna-Business Office  
 PO Box 610  
 Holbrook, AZ 86025-0610  
 US

**Invoice Date:** 4/16/2013      **Payment Due Date:** 6/30/2013      **PO #:**      **Terms:** Net 75 Payment Terms

No.	Item / Description	UOM	Quantity Ordered	Quantity Shipped	Unit Price	Total
13	CX HR MN <i>CX HR-Administration Maintenance</i>	EA	1.00	1.00	4,798.49	4,798.49
14	CX INFORMV10 MN <i>CX Informix Maintenance</i>	EA	1.00	1.00	27,446.73	27,446.73
15	CX JICS GO MN <i>CX JICS GO Maintenance</i>	EA	1.00	1.00	1,672.16	1,672.16
16	CX JICS MN <i>CX Internet Campus Base Maintenance</i>	EA	1.00	1.00	7,981.29	7,981.29
17	CX Moodle MN <i>CX Moodle Integration Maintenance</i>	EA	1.00	1.00	986.25	986.25
18	CX PA MN <i>CX HR-Payroll Maintenance</i>	EA	1.00	1.00	4,798.49	4,798.49
19	CX PE MN <i>CX HR-Position Control Maintenance</i>	EA	1.00	1.00	4,471.36	4,471.36
20	CX PO MN <i>CX Purchasing/Accounts Payable Maintenance</i>	EA	1.00	1.00	4,100.52	4,100.52
21	CX RE MN <i>CX Academic Records Maintenance</i>	EA	1.00	1.00	6,963.21	6,963.21
22	CX SL MN <i>CX Student Affairs Maintenance</i>	EA	1.00	1.00	2,459.33	2,459.33

**Comments:**

Maintenance plans starts on 07/01/2013 and ends on 06/30/2014

**Sub Total:** 151,562.84

For questions please call 540-432-5200 and ask for Accounts Receivable

**Tax:** 15,307.81

**Payment/Credit Applied:** 0.00

**Invoice Total Due:** 166,870.65



**ADDENDUM B**  
**SUPPORT AND MAINTENANCE OF SOFTWARE**

This Addendum governs Jenzabar's support and maintenance services for Software. This Addendum is attached to and made a part of the Master Agreement between Jenzabar, Inc. and Client. The General Terms and Conditions of the Master Agreement apply to this Addendum.

**1. SERVICES.**

Jenzabar will provide support and maintenance services under its then-current support program for the then-current Major Release and one prior Major Release of covered Software, as indicated in an Order. Support and maintenance for third-party Software is not covered under this Agreement and must be obtained directly from the manufacturer, unless otherwise specified in the Order.

**1.1 Contacting Jenzabar.** Client may obtain support by telephoning or emailing Jenzabar's Help Desk during the hours of 9:00 am to 6:00 pm, Eastern Standard Time, Monday through Friday, excluding holidays observed by Jenzabar. All requests for support are handled in the order in which they are received, however, Jenzabar will use reasonable efforts to prioritize emergencies, in Jenzabar's discretion, subject to scheduling and availability constraints. Help Desk hours are subject to change without prior notice. Support may only be requested by those representative(s) of Client designated on an Order. Client may change its designated representative(s) upon at least 5 days' advance written notice to Jenzabar. Jenzabar will not be obligated to respond to any unauthorized requests for support. Additional information about Jenzabar's Help Desk policies and procedures may be found in Jenzabar's Client Support Services Handbook.

**1.2 Support Services.** Support includes technical assistance with the operation of the Software and investigation and correction of Defects reported to Jenzabar by Client. Jenzabar will use commercially reasonable efforts to investigate any Defect reported to Jenzabar by Client and to provide work-arounds for the Defect and/or corrections of the Defect in the affected copy of the Software. For any Defect, Client must furnish Jenzabar in a timely manner with a listing of all output, error message(s), and equipment and operating system on which the Software is loaded, a clear description of the problem, and any other information reasonably necessary for Jenzabar to replicate the Defect on a computer configuration that is both comparable to the Client's computer configuration on which the Software is installed and is under Jenzabar's control.

**1.3 Maintenance.** Jenzabar will provide Client at no additional cost with one copy of any Updates to the Software made available by Jenzabar during the term. Jenzabar will also provide Assistance with installation of Updates and/or adaptation of Updates to operate within a customized environment is not covered. Client may engage Jenzabar to provide such services under a separate Statement of Work for Professional Services.

**1.4 After-Hours Support.** Jenzabar will not be obligated to provide support outside of Jenzabar's regular Help Desk hours, including responding to emergency requests for

support and continuing work on open cases after regular support hours have ended. However, at Client's request, Jenzabar will use reasonable efforts to accommodate Client's after-hours support needs, subject in each case to scheduling and availability constraints. All after-hours support services will be charged at double Jenzabar's then-effective rates, with a two-hour minimum. Jenzabar will not provide after-hours support unless authorized by Client.

**1.5 Additional Benefits.** Jenzabar will make available additional benefits subscribed for by Client under the benefits program specified in the Order. Specific benefits included in the program are described in more detail in the program description provided separately to Client. Client may only utilize the benefits during the term specified in the Order. Benefits are provided in connection with support and maintenance services, and Client may not utilize the benefits until payment in full of the support and maintenance fees for the corresponding support and maintenance term.

**1.6. Government Reporting.** Support and maintenance includes modifications to Software for compliance with federally-mandated reporting requirements, and technical assistance and correction of Defects for such modifications. State-mandated modifications to Software are not included, and Client may engage Jenzabar to make such modifications under a separate Statement of Work for Professional Services.

**2. TERM; TERMINATION.**

The initial support and maintenance term will commence on the effective date of the Order (or such other date specified in the Order) and will continue until Client's support and maintenance renewal date specified in the Order. Thereafter, support and maintenance services will be automatically renewed for successive 12 month terms commencing on the renewal date, unless either party provides written notice of nonrenewal at least 60 days prior to the end of the current term.

Client may terminate support and maintenance services for any Software that is no longer in use by Client, effective as of the next renewal date. Jenzabar reserves the right to cease providing support and maintenance services or limit availability of such services if, in Jenzabar's reasonable judgment, Client is abusing the customer support system. By way of example and not by way of limitation, such abuse may include excessive requests for assistance unrelated to errors in the Software or lack of cooperation with the reasonable requests of Jenzabar personnel for error documentation.

**3. FEES.**

The annual fee for support and maintenance services will be in accordance with Jenzabar's then-current rates. During any term for which Client has subscribed for additional benefits, the support and maintenance fee will be in accordance with the applicable rates under the benefits program. Jenzabar will prorate the annual fee for any partial period. Any exceptions and other special fee arrangements will be specified in the Order.

If Client terminates support and maintenance services for any reason but subsequently wishes to reinstate such services, Client must pay all support and maintenance fees that would have been due for the Software had there been no break in service.

In the event of default (as determined under the General Terms and Conditions) by Client for non-payment of support and maintenance fees, Jenzabar will have the right, in addition to all other rights and remedies under this Agreement, to suspend or terminate all support and maintenance services with respect to the fees that are the subject of the default.

**4. CLIENT RESPONSIBILITIES.**

Client will maintain a separate, remotely-accessible "clean-machine" having the Software installed on it, in accordance with Jenzabar's specifications and configuration requirements. Client will maintain at least one e-mail address capable of sending and receiving email for the purpose of communicating with Jenzabar. Client will provide all other information, materials and assistance requested by Jenzabar which is reasonably necessary for Jenzabar to perform its support and maintenance obligations.

**5. LIMITATIONS.**

Jenzabar will not be obligated to remedy any Defect or provide technical support for any problem with the Software resulting from (i) alteration of the Software, except by Jenzabar or in accordance with its instructions, (ii) damage to the Software by improper environment, abuse, misuse, accident or negligence, (iii) outside causes not related to the Software, (iv) use of the Software in conjunction with another software product not supported by Jenzabar, (v) failure to install Updates for the Software made available by Jenzabar (to the extent that the Defect or problem would have been avoided by installation of the

Update), and/or (vi) use of the Software outside of the scope of Client's license, including installation of the Software on a non-permitted hardware configuration.

Jenzabar will not be required to remedy any Defect that cannot be adequately repeated by Jenzabar on a computer configuration that is both comparable to the Client's computer configuration on which the Software is installed and is under Jenzabar's control.

Client's failure at any time to materially comply with its responsibilities in this Addendum will constitute a default. Jenzabar will not be required to provide support and maintenance services while Client is in default, unless in Jenzabar's judgment, such default does not adversely affect Jenzabar's ability to adequately fulfill its support and maintenance obligations.

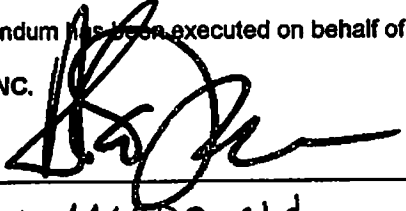
**6. EXCLUSIONS.**

Jenzabar's standard support and maintenance services do not cover the following items:

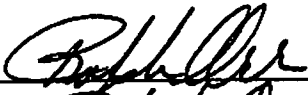
- Superseded versions of Software older than the then-current Major Release and one prior Major Release.
- State-mandated modifications to Software. Client may engage Jenzabar to make such modifications under a separate Statement of Work for Professional Services.
- Unless otherwise specified in an Order, any Software developed and owned by a party other than Jenzabar (including all third-party Software embedded or bundled with Jenzabar Software).
- Support and maintenance for customizations of Software not performed by Jenzabar.
- Support services performed on-site at client's location. Client may engage Jenzabar to perform on-site support services under a separate Statement of Work for Professional Services.
- Assistance with development, hardware, implementation, data and hardware conversion, data rectification and remote training (IT staff or end-user).

This Addendum has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.

By:   
 Name: Alan MacDonald  
 Title: CEO  
 Date: December 27, 2006  
 ("Effective Date")

CLIENT

By:   
 Name: Rafael Orr  
 Title: President  
 Date: 12-27-06

**Human Resources UPDATE**  
**DGB-June 18, 2013**

**FILLED**

1. **Faculty in Industrial Maintenance and Operations - Fred Calderon – Fred received his A.A.S. from Northland Pioneer College**

**OPEN**

1. **Faculty in Mechatronics/Industrial Maintenance and Operations – Closed May 17, 2013; 3 applicant**
2. **Assistant to the Campus Manager – WMC – Closed May 15, 2013; 34 applicants**
3. **Assistant to the Campus Manager – LCC – Closed May 17, 2013; 19 applicants**
4. **Data Analyst – Open until filled; 2 applicants**
5. **Learning Assistant – PDC – Closed April 30, 2013; 1 applicant**
6. **Learning Assistant – WMC – Closed April 30, 2013; 4 applicants**
7. **Systems Analyst - Closes June 9, 2013; 6 applicants**
8. **Database Administrator – Closes June 9, 2013; 7 applicants**
9. **Network and Systems Administrator – Closes June 9, 2013; 5 applicants**
10. **Accounting Clerk – Closes May 21, 2013; 11 applicants**
11. **Marketing Writer – Closes June 13, 2013; 5 applicants**
12. **Systems Technician – Closes June 9, 2013; 10 applicants**
13. **Career Coach – Closes June 14, 2013; 23 applicants**