

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **August 20, 2013 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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

The public is invited to check on addenda that will 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. Agendas will also be posted in campus offices. 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 19th day of August 2013, at 10:00 a.m.

Lisa Jayne, Recording Secretary to the Board

NOTICE DISTRIBUTION

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

Governing Board Meeting Agenda

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

Date: August 20, 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.	Financial Position	Vice President Hatch
B.	CASO	Margaret White
C.	NPC Faculty Association	Gary Mack/Cindy Hutton
D.	NPC Student Government Association	Melissa Luatua
5.	Consent Agenda (Action)	Chair Handorf
	June 18, 2013 General Meeting Minutes	
	June 18, 2013 Executive Session Minutes	
	June 18, 2013 Study Session Minutes	
6.	Old Business: None	
7.	New Business:	
A.	Navajo County/NPC Partnership Update	Sheriff Clark
B.	NPC 40 th Anniversary	President Swarthout
C.	Request to Approve Intergovernmental Agreement with NATIVE (Action)	Vice President Hatch
D.	Request to Approve Geotechnical Engineering Services for Northeast Arizona Training Center (Action)	Vice President Hatch
E.	Request to Renew Maintenance Agreement for Networking Equipment (Action)	Director Eric Bishop
F.	Request to Purchase Classroom Technology Equipment..... (Action)	Director Eric Bishop
8.	Standing Business:	
A.	Strategic Planning and Accreditation Steering Committee Report ...	Director Leslie Wasson
B.	Human Resources Update.....	Director Hokanson
C.	President's Report.....	President Swarthout
9.	Board Report/Summary of Current Events.....	Board Members
10.	Announcement of Next Regular Meeting..... September 17, 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.



Northland Pioneer College

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2012 to May 31, 2013

Budget Period Expired 92%

Tax Supported Funds				
General Unrestricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Primary Tax Levy	13,167,562	2,047,868	12,933,913	98%
State Aid:				
Maintenance and Operations	1,689,700		1,689,700	100%
Capital				
Equalization	5,367,100		5,370,100	100%
Out of County Reimbursement	600,000	596,646	1,193,292	199%
Tuition and Fees	5,300,000	309,396	3,718,130	70%
Investment earnings	125,000	20,006	158,323	127%
Grants and Contracts	1,000,000	300,000	855,275	86%
Other Miscellaneous	200,000	2,637	207,874	104%
Transfers:	(11,750,000)	(928,473)	(10,656,180)	91%
TOTAL REVENUES	\$15,699,362	\$2,348,080	\$15,470,427	99%
EXPENDITURES				
Salaries and Wages	16,491,627	1,358,087	13,877,352	84%
Operating Expenditures	7,508,620	548,079	5,475,734	73%
Capital Expenditures	199,115	27,193	205,634	103%
TOTAL EXPENDITURES	\$24,199,362	\$1,933,359	\$19,558,720	81%
Unrestricted Plant				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
State Aid:				
Capital	0	0	0	
Other Miscellaneous				
Transfers:	11,000,000	916,667	10,083,333	92%
TOTAL REVENUES	\$11,000,000	\$916,667	\$10,083,333	92%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	11,085,000	588,226	6,496,575	59%
TOTAL EXPENDITURES	\$11,085,000	\$588,226	\$6,496,575	59%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2012 to May 31, 2013

Budget Period Expired 92%

Restricted and Auxiliary Funds

	Restricted			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	5,400,000	116,660	4,851,591	90%
Donations				
Transfers:	600,000		421,053	70%
TOTAL REVENUES	\$6,000,000	\$116,660	\$5,272,644	88%
EXPENDITURES				
Salaries and Wages	768,269	135,416	922,897	120%
Operating Expenditures	5,081,731	164,859	3,909,422	77%
Capital Expenditures	150,000	16,510	93,337	62%
TOTAL EXPENDITURES	\$6,000,000	\$316,785	\$4,925,656	82%

	Auxiliary			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Sales and Services				
Bookstore	125,000	5,213	74,531	60%
Other	225,000	18,102	152,604	68%
Donations				
Transfers:	150,000	11,806	151,794	101%
TOTAL REVENUES	\$500,000	\$35,121	\$378,929	76%
EXPENDITURES				
Salaries and Wages	355,524	25,103	242,403	68%
Operating Expenditures	144,476	10,018	136,526	94%
Capital Expenditures				
TOTAL EXPENDITURES	\$500,000	\$35,121	\$378,929	76%

Cash Flows

Cash flows from all activities (YTD)	\$31,205,333
Cash used for all activities (YTD)	\$31,359,880
Net Cash for all activities (YTD)	(\$154,547)

Net Cash used for GF activities (YTD) **\$4,088,293**

Unrestricted Fund Balance available for GF operations: \$8,500,000 52% remaining

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2012 to June 30, 2013

Budget Period Expired 100%

Tax Supported Funds				
General Unrestricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Primary Tax Levy	13,167,562	257,856	13,191,769	100%
State Aid:				
Maintenance and Operations	1,689,700		1,689,700	100%
Capital				
Equalization	5,367,100		5,370,100	100%
Out of County Reimbursement	600,000		1,193,292	199%
Tuition and Fees	5,300,000	101,312	3,819,442	72%
Investment earnings	125,000	3,608	161,931	130%
Grants and Contracts	1,000,000	750,125	1,605,400	161%
Other Miscellaneous	200,000	1,221	209,095	105%
Transfers:	(11,750,000)	(948,951)	(11,605,131)	99%
TOTAL REVENUES	\$15,699,362	\$165,171	\$15,635,598	100%
EXPENDITURES				
Salaries and Wages	16,491,627	1,755,591	15,632,943	95%
Operating Expenditures	7,508,620	593,259	6,068,993	81%
Capital Expenditures	199,115	27,281	232,915	117%
TOTAL EXPENDITURES	\$24,199,362	\$2,376,131	\$21,934,851	91%
Unrestricted Plant				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
State Aid:				
Capital	0	0	0	
Other Miscellaneous				
Transfers:	11,000,000	916,667	11,000,000	100%
TOTAL REVENUES	\$11,000,000	\$916,667	\$11,000,000	100%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	11,085,000	1,469,805	7,966,380	72%
TOTAL EXPENDITURES	\$11,085,000	\$1,469,805	\$7,966,380	72%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2012 to June 30, 2013

Budget Period Expired 100%

Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
REVENUES				
Grants and Contracts	5,400,000	312,865	5,164,456	96%
Donations				
Transfers:	600,000	(17,115)	403,938	67%
TOTAL REVENUES	\$6,000,000	\$295,750	\$5,568,394	93%
EXPENDITURES				
Salaries and Wages	768,269	98,753	1,021,650	133%
Operating Expenditures	5,081,731	49,060	3,958,482	78%
Capital Expenditures	150,000	494,925	588,262	392%
TOTAL EXPENDITURES	\$6,000,000	\$642,738	\$5,568,394	93%

	Auxiliary			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
REVENUES				
Sales and Services				
Bookstore	125,000	(4,448)	70,083	56%
Other	225,000	9,397	162,001	72%
Donations				
Transfers:	150,000	49,399	201,193	134%
TOTAL REVENUES	\$500,000	\$54,348	\$433,277	87%
EXPENDITURES				
Salaries and Wages	355,524	35,688	278,091	78%
Operating Expenditures	144,476	18,660	155,186	107%
Capital Expenditures				
TOTAL EXPENDITURES	\$500,000	\$54,348	\$433,277	87%

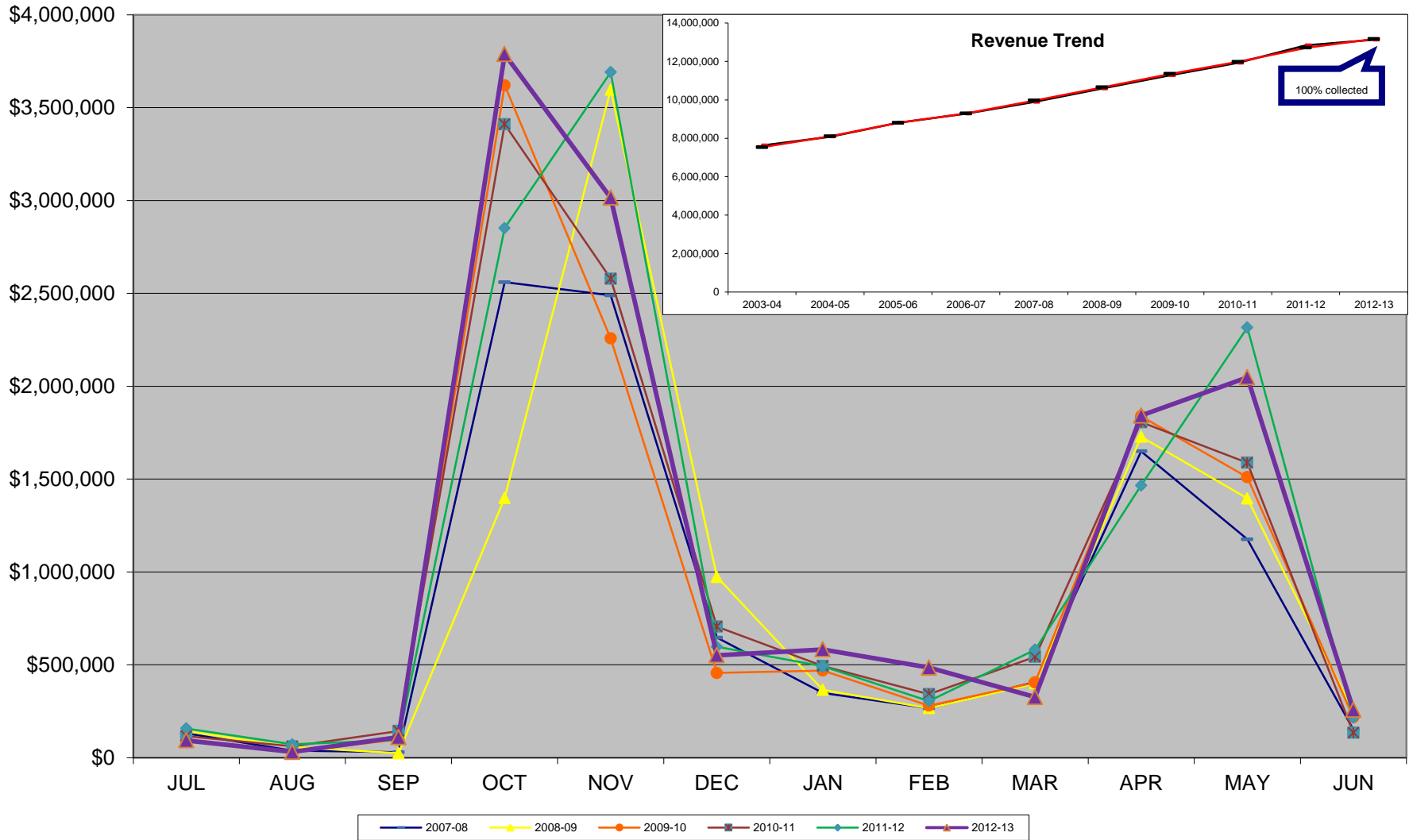
Cash Flows

Cash flows from all activities (YTD)	\$32,637,269
Cash used for all activities (YTD)	\$35,902,902
Net Cash for all activities (YTD)	(\$3,265,633)

Net Cash used for GF activities (YTD) **\$6,299,253**

Unrestricted Fund Balance available for GF operations: \$8,500,000 26% remaining

Monthly Primary Property Tax Receipts



Navajo County Community College District Governing Board Study Session Minutes

June 18, 2013 – 9:00 a.m.

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

Governing Board Member Present: Ms. Ginny Handorf, Mr. Daniel Peaches, Mr. Prescott Winslow, Mr. Frank Lucero, Mr. Matteson present after 9:24 a.m.

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

1. Master Facilities Plan Update

Vice President Hatch stated DLR Group was used to create the College's master facilities plan. It was constructed keeping future needs in mind and is intended to be supportive of the overall mission of the college and is in line with the strategic plan. Total for renovation work is \$1 million, about a quarter of a million of that is deferred maintenance. Expansions and new facilities are the largest expenses. White Mountain Campus has largest expense and component of future expansion, that includes a new Allied Health building, a new Skills Center, and a community multipurpose building. Silver Creek Campus expansion only includes expansion of Performing Arts Center annex that would provide additional storage. The Painted Desert Campus has Skills Center in progress and an expansion of Skills Center that could be planned down the line. Little Colorado Campus needs renovations to make the facilities more efficient, by eliminating the modular buildings, relocating cosmetology, and does include the development of a student services building that would be front door to the campus.

Mr. Lucero asked why the major expansions are at White Mountain Campus. Vice President Hatch stated that a major expansion on the parking lot has just been completed at that location, it is the largest campus both physically and enrollment-wise, and much of the demand still continues to be in the Show Low area. The Show Low campus draws from other areas, it is centrally located to much of the population. President Swarthout stated that in Show Low all career and technical education programs are housed off campus; auto, welding and welding arts are located in the Industrial Park. A new Skills Center at White Mountain Campus would allow for all the programs to be located on campus, as well as potentially creating new ones. The construction mechatronics program will require leasing more space off campus. Costs could be better controlled if the programs were on campus, and would also be a better experience for students because they'd be on campus with all administrative services.

In regards to adding an allied health building, lack of space confines growth in that area as the programs is out of room and no new programs can be created. Which one has priority is the question.



Mr. Lucero stated that population-wise Winslow is bigger than Show Low, Pinetop/Lakeside area. He asked why that population was not a bigger demand. President Swarthout stated that NAU and Coconino pulls from Winslow. Also, the enrollment in Winslow does not reflect the population of the area. Mr. Lucero asked why that was. Vice President Vest stated that 2010 census data shows that the communities that are growing the fastest is Show Low, Snowflake, Taylor, although these are pre-mill closure statistics. Coconino has become largely a satellite of NAU and a lot of their enrollment is exchange enrollment with NAU. Really the only area of competition is in the nursing program. Enrollment in Winslow is good, it is second largest location, but Silver Creek Campus, Little Colorado Campus and Painted Desert Campus are clustered and all three together have the same enrollment as White Mountain Campus. White Mountain Campus draws more from other locations.

Vice President Hatch stated that Winslow has adequate facilities for what's presently being used and are not hurting for space. Plans and recommends for Winslow, including relocation of cosmetology at \$610,000, is a better investment for the near term. Little Colorado Campus has more renovation work than other campuses. Silver Creek Campus offers classes that are offered nowhere else due to the performing arts focus. It is unclear yet how the mill closing will affect enrollment at Silver Creek Campus but performing arts draws students from across the district, not just from Snowflake/Taylor.

Chair Handorf asked for statistics of enrollment at each campus. Vice President Vest stated that one-third or about 33% of College enrollment is at White Mountain Campus, other three campuses plus internet enrollment are at about 10% each (40%), all remaining enrollment at centers, off site in Apache County, comes in at 2-6% per location (27%). Looking at it from FTSE, Fall 2011 there were 621 FTSE at White Mountain Campus, 165 FTSE Winslow, 189 FTSE Holbrook, and 189 FTSE Silver Creek Campus. The percentage of general education enrollment is higher in Snowflake and Show Low than anywhere else.

Vice President Hatch covered the White Mountain Campus facilities plan. Mr. Lucero asked if at some point the White Mountain Campus would be landlocked. Vice President Hatch stated that it would but there are other potential options for land. Chair Handorf stated that there's a need for White Mountain Campus expansion and it is overdue. Mr. Winslow asked how the facilities would be paid for. Vice President Hatch stated there are no plans for bonding or to borrow for any of these projects. The College has set aside funds over the last several years and are funds identified for capital and operational activities.

Mr. Peaches asked what location students from Pinon drive to as they are split between Kayenta and Hopi, and if there was potential to teach some classes out of Pinon. President Swarthout stated that classes had been held at Pinon in the past and were not very successful. President Swarthout also offered to take board members to any campus or centers they haven't been able to visit yet. Chair Handorf stated community outreaches are a great time for board members to visit the campus in their areas. President Swarthout stated community outreach dates are included in board reports. Chair Handorf asked if there were still meetings with representatives from all communities to meet for community outreach. President Swarthout stated that it didn't work



well because the knowledge level was substantially different, ended up educating and not hearing from community members.

Vice President Hatch reviewed the facilities plan for NATC with the Board. President Swarhout stated that in the fall there will be an opportunity for the Board to tour NATC to get familiar with the facilities. Mr. Winslow asked if some time in future the Board could have an outline of development process for facilities.

Mr. Lucero asked for details about the proposed project facilities at NATC. Vice President Hatch stated it is still in development stage and would bring back that information to the Board when it was available. Mr. Lucero asked when asphalt was laid at the NATC facility if a bonded contractor was used. Vice President Hatch stated there were problems with the whole asphalt project. President Swarhout stated there would be a study session in the near future regarding NATC.

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board



Navajo County Community College District Governing Board Meeting Minutes

June 18, 2013 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

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

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

Others Present: Ann Hess, Everett Robinson, Beulah Bob-Pennypacker, Eric Henderson, Peggy Belknap, Sharon Hokanson, Tracy Holt-Mancuso, Tamara Martin, Dave Roberts.

Agenda Item 1: Call to Order and Pledge of Allegiance

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

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Peaches 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. Winslow asked about the bookstore revenues, if the small amount listed indicated anything about purchases from the bookstore. Vice President Hatch stated that the only bookstore revenues are minor amounts of t-shirts and in-house book purchases. The vast majority of textbooks are purchased through e-campus.

4.B. NPC CASO – Margaret White

None

4.C. Faculty Association– Kenny Keith

None

4.D. NPC Student Government Association – Melissa Luatua

None



4.E. NPC Foundation- Lance Chugg

None

Agenda Item 5: Consent Agenda

May 21, 2013 Regular Meeting minutes, May 21, 2013 Special Meeting minutes, May 21, 2013 Public Hearing minutes.

Mr. Matteson moved to approve the minutes. Mr. Peaches 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 2623 – Enrollment of Sex Offenders

Vice President Vest states this procedure came about to provide due process of how to enroll a registered sex offender. There have only been three cases of sex offender enrollment in the past five years. The challenge with this process lies in the nature of the offense and terms of release. The College Attorney has helped develop a process that probation officers, sex offenders and College personnel can refer to when a sex offender wishes to enroll. This procedure was vetted through the College. Mr. Lucero asked if this was dealing with registered sex offenders only, not any sex offender. Vice President Vest stated it was referring to only the sex offenders who are registered as such and are required to notify a parole officer if they are considering enrolling in courses. Vice President Vest stated that registered sex offender would have his/her registration placed on hold while a committee worked with law enforcement to identify the nature of the offense, the potential threat to the College community, and would weigh that against the individual's need to have access to education. Mr. Matteson stated the procedure was pertinent and overdue.

7.B. Review of Procedure 2605 – Student Grievance

Vice President Vest stated this is a revision of Procedure 2605 which streamlines the student grievance process. It was taken to the Student Government Association and no concerns were received from them.

7.C. Review of NATC Audit Status

Vice President Hatch stated that an audit of NATC is required by the Auditor General and will be included in the College's upcoming audit report as a separate page much like the Foundation audit. NATC has entered into an agreement with Nordstrom and Associates for a one year audit, however since this is the first audit of NATC finances, it will be more comprehensive. It should be available by end of September. There will be some areas of limited documentation and may not be an unqualified report, and will have some bearing on the College's overall audit. The Auditor General's office is clear that if the NATC audit does have an unqualified aspect it will not ultimately reflect negatively on the College. NPC support staff will assist auditors in this process.



7.D. Request to Approve I-40 Corridor IGA

Vice President Hatch stated the presidents of Mohave Community College, Coconino Community College, and Northland Pioneer College are working on a number of activities of interest to one another that are similar in nature due to location in the state, such as the annual Joint DGB Legislative meeting. The purpose of this IGA is to continue that collaboration, to try and put some structure to it, and to increase the participation at the presidential level and throughout the community colleges at various levels to provide additional opportunities to share resources where it might be beneficial. Staff recommends approval of the IGA with Coconino and Mohave Community colleges. Mr. Winslow asked if there were some specific projects or initiatives being contemplated. President Swarthout stated more than anything the IGA formalizes and ratifies what's already occurring between the colleges in regards to sharing curriculum, sharing degrees, and transporting programs across I-40. Yavapai Community College isn't part of this IGA but is discussing the potential of becoming involved. This IGA will be reviewed every year. Yavapai will attend the joint DGB summit this year but are not in the IGA. Chair Handorf asked when the summit was this year. President Swarthout stated it was September 20.

Mr. Winslow moved to approve the I-40 Corridor Intergovernmental Agreement. Mr. Matteson seconded the motion. *The vote was unanimous in the affirmative.*

7.E. Request to Approve Emeritus Faculty Status – Jim Jacob

President Swarthout stated when an individual has not been at the College long enough to earn emeritus status through time, they can be nominated by their colleagues. Dr. Jacob has earned high respect from his colleagues and the Board needs to approve emeritus status for Dr. Jim Jacob.

Mr. Matteson moved to approve Jim Jacob for Emeritus Faculty Status. Mr. Lucero seconded the motion. *The vote was unanimous in the affirmative.*

7.F. Presentation of Emeritus Faculty status – Jim Jacob

Vice President Vest had Dr. Eric Henderson present to the Board about Jim Jacob's accomplishments. Jim Jacob was not present.

7.G. Presentation of Emeritus Faculty Status – Janet Hunter

Vice President Vest had Dean Peggy Belknap present to the Board about Janet Hunter's accomplishments. Janet Hunter was not present.

7.H. Presentation of Meritorious Service Status – Ana Marquez

Vice President Hatch presented to the Board about Ana Marquez's accomplishments. Ana Marquez was not present.

7.I. Request to Approve Jenzabar Contract

Director Bishop stated the recommendation is to approve the renewal of the agreement the College has with Jenzabar who is the software provider for the system that runs College operations. Yearly the agreement with Jenzabar is renewed for maintenance updates and to



receive technical support. The agreement used to be a five year agreement for a prepaid discount, but they have discontinued this so it is now a yearly agreement. The total cost is \$166,870.65. Mr. Matteson asked if Jenzabar's performance for the College has been good. Director Bishop stated Jenzabar's service has been good, the problems have been with the Jenzabar system, and two years ago how the system was being used was revisited as the College's business processes and the system were not aligned. Consultants have been brought in to help change the way it was being used. Overall there has been an excellent relationship with Jenzabar and has been strengthened over the past two years. Mr. Matteson asked about a per-year cost. Director Bishop stated that a per-year cost is a 6% increase per-year for maintenance. Jenzabar is the only software provider that can provide software updates. There are other ERP providers out there but moving to another provider would only give College a higher bill and would lock us into a system that cannot be adapted to our needs.

Mr. Matteson moved to approve the maintenance renewal contract with Jenzabar. Mr. Lucero seconded the motion. *The vote was unanimous in the affirmative.*

7.J. Information Services Update

Director Bishop reviewed a technology survey done through the Title III Grant that's been done for the last three years by students, staff, and faculty. From the first survey in 2011 the initial baseline survey showed a large dissatisfaction with the technology infrastructure at the College primarily related to internet connectivity, wireless needs, those sorts of things, because at the time there was only one 10MB connection to the internet that was causing a bottleneck with all the traffic from all locations going out and coming in. When the connections were increased to two 50MB for overall bandwidth capacity of 100MBPS there was a dramatic, more favorable shift in the use of technology at the College in regards to the network. The major changes between the years two and three are two things; students now rely more on connecting their own devices to the College network rather than using computer labs, reflecting the consumerization of IT, bringing personally owned devices to campus. This impacts bandwidth usage and also the management of address space on the network. Each device connected to the network gets an address and when people carry a laptop, a cell phone, a tablet, that can cause some strain on the network. About a year at SCC, connectivity was down due to the wireless network at the campus, which was a smaller VLAN, having over 253 devices connected and no one else could connect. So the network had to be expanded at that location. Also, audio and video are being used more now by faculty than in the past, this is a significant growth primarily attributed to the technology used in the model classroom and in the audio classrooms of being able to stream video and faculty are learning how to convert videos to share with their students which provides instruction flexibility. Higher Ed IT has a professional organization called EDUCAUSE, each year they publish the top ten concerns or trends in Higher Ed IT and this year they have condensed it into a five minute video. Director Bishop played the video from EDUCAUSE for the Board. Projects are that by the year 2020 there will be a 50% increase in the amount of data transferred across the internet. Projects also are that there will be 100 billion devices connected to the internet in six and a half years. These trends will impact the College. Prescott Winslow asked how electronic expenses are accounted for since IT supports both business operations and classroom support. Vice President Hatch stated that the accounting world has not caught up with these differentiations.



7.K. Executive Session: Presidential Performance Review

At 11:16am Chair Handorf stated the Board would move into Executive Session to discuss the President's Evaluation

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

Upon a motion by Mr. Lucero, a second by Mr. Matteson and a unanimous affirmative vote, the Executive Session was adjourned at 12:56 p.m.

7.L. Request to Approve Presidential Contract

Chair Handorf stated the next item was a request approve the president's contract.

Mr. Matteson moved to approve the presidential contract as presented. Mr. Lucero 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 Vice President Vest, Director Eric Bishop and Director Leslie Wasson, SPASC members, will be attending a conference in Waukesha, Wisconsin at Carroll College to learn what other schools are doing in regards to retention.

8.B. Human Resources Update – Sharon Hokanson

Director Sharon Hokanson reviewed the Human Resources Update with the Board and stated a faculty in IMO Fred Calderon was hired; they are making an offer for the Faculty in Mechatronics position. There will also be offers soon to White Mountain Campus Assistant Manager and Assistant Campus Manager and Little Colorado Campus. Also an offer for the Accounting Clerk position. Marketing Writer and Career Coach positions have just closed and applications are being gone through. Data analyst position has two applicants. Two learning assistant and also four positions in IS department are open, interviewing will be taking place over the next two weeks.

8.C. President's Report – President Swarthout

President Swarthout gave a legislative update to the Board. Arizona Trust will provide an information session on the Medicare situation and how it affects K-12 and colleges and universities. Vice President Hatch stated the presentation will give to the Board perspective on how it will affect the College. It will be on July 23 at 6:00 pm at Licano's Restaurant in Show Low. President's council meets June 20, the finalist for the Executive Director position of the ACCCC will be discussed. The College is going to move forward with a Foundation for Student Success.

Agenda Item 9: Board Report/Summary of Current Event

None.



Agenda Item 10: Announcement of Next Regular Meeting: August 20, 2013.

Agenda Item 11: Adjournment

The meeting was adjourned at 1:07 p.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board

DRAFT



REQUEST TO APPROVE IGA WITH NORTHEAST ARIZONA TECHNICAL INSTITUTE OF VOCATIONAL EDUCATION (NATIVE)

Recommendation:

Staff recommends approval of an Intergovernmental Agreement with Northeast Arizona Technical Institute of Vocational Education (NATIVE) to provide a dual enrollment courses for the Fall 2013 semester to nine (9) NATIVE JTED high schools and the NATIVE central location.

Summary:

The NATIVE Joint Technological Education District has requested an IGA with Northland Pioneer College for the current semester, Fall 2013. Staff anticipates an amended Exhibit B to describe courses for Spring 2014 when coursework arrangements are finalized. Under the IGA, NPC will provide HES 170, Medical Terminology, as a dual dual enrollment course at Chinle HS, Ganado HS, Piñon HS, Red Mesa HS, Monument Valley HS, Window Rock HS, Tuba City HS, Valley HS, Red Valley/Cove HS. The course will also be offered at the NATIVE Central location.

The president of Coconino Community College has provided permission for NPC to provide the course at Tuba City as it is within their service district.

This IGA reflects the second year of a continuing relationship between the college and NATIVE.



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

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2013 between Navajo County Community College District, (“College”), and Northeast Arizona Technological Institute of Vocational Education (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2014 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

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

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

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

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

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

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

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

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.

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

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

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act ("IDEA"). College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.

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

5.3 Assessment and Monitoring

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

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

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and

5. is aware of the requirements for determination of resident/nonresident tuition.

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

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

5.5 Students with Disabilities

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

5.6 Reporting

School District will provide to College any data or other information that is required for the submission of the report required by A.R.S. § 15-1821.01(2)(b).

5.7 Facilities and Funding

A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, A.R.S. § 41-2161 et seq. (access for disabled persons), and all other applicable federal and state laws.

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

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may

withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

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

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual

enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

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

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. The Billing Format shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. CONTINUATION OF AGREEMENT

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

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

9. RECORDS

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

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2 Risk to Health or Safety

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

11.3 No Relief from Obligations

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

11.4 Disposition of Property

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

shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

12. RESPONSIBILITY

12.1 Conduct of Operations

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

12.2 Indemnification

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

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 99-4, which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the ADA.

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained

herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

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

If to College:

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

If to School District:

Ron Tsosie, Superintendent
NATIVE District
P.O. Box 710
Kayenta, AZ 86033

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarthout, Ph.D.
Title: President

By: Ron Tsosie
Title: Superintendent

Date

Date

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

By: _____
Legal Counsel for College

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

By: _____
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: \$64 per credit hour.

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

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

3. ADDITIONAL CHARGES

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

4. FINANCIAL AID POLICIES

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

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

5. FORMAT FOR BILLING

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

NCCCD shall not reimburse the School District.

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	<u>\$1,689,700</u>
Portion of that FTSE distributed to School District	<u>0</u>
Amount School District returned to College	<u>0</u>

EXHIBIT B

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

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

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

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

Course	Title	Credits	Semester	Location	Instructor
HES170	Medical Terminology	3	Fall 2013	Chinle HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Ganado HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Pinon HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Red Mesa HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Monument Valley HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Window Rock HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Tuba City HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Valley HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Red Valley/Cove HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	NATIVE Central/MF/P	Kathy Reynolds

REQUEST TO APPROVE GEOTECHNICAL ENGINEERING SERVICES FOR NORTHEAST ARIZONA TRAINING CENTER

Recommendation:

Staff recommends approval geotechnical engineering services for Northeast Arizona Training Center (NATC) placement and specification needs in preparation for a proposed metal classroom building at a cost not to exceed \$5,000 from Western Technologies, Inc. in Lakeside, Arizona.

Summary:

Staff and the NATC board in consultation with area fire and law enforcement representatives recommends approval geotechnical engineering services for NATC in preparation for placement and foundation design issues of a proposed metal “dirty” classroom building at NATC. The proposed metal building is expected to be approximately 1,800 square feet in size and will provide classroom space for active training exercises.

The proposed scope of services includes field exploration, laboratory testing, analyses and a geotechnical engineering report.

The report will provide recommendations and/or discussion for the proposed building’s foundation design parameters, including footing types, depths, allowable bearing capacities, and estimated settlement; earthwork, including site preparation, fill placement, and suitability of existing soils for fill materials; drainage; slabs-on-grade; and, groundwater.

Capital improvement funds appropriated by the legislature and held by the College for NATC will fund this proposed expenditure is approved.





**Western
Technologies
Inc.**

The Quality People
Since 1955

727 S Woodland Road Ste D
Lakeside, Arizona 85929
(928) 368-5568 - fax (928) 368-5572

August 9, 2013

Northland Pioneer College
1611 South Main Street
Snowflake, Arizona 85937

Attn: Mr. Stuart Bishop

Re: Proposal/Contract
Geotechnical Engineering Services
NAZ Training Facility Metal Building
Taylor, Arizona

Ref. No. Estimate # 2553PM030

Attached is an estimate for providing geotechnical engineering services for the referenced project. If you chose to proceed with the geotechnical evaluation, please contact us and we will send a formal contract. We appreciate the opportunity to provide you with this estimate and look forward to hearing from you.

If you should have any questions, please call us at (928) 368-5568.

Respectfully submitted,
WESTERN TECHNOLOGIES INC.
Geotechnical Engineering Services

Michael G. Morris
Geotechnical Project Manager

Copies to: Addressee (emailed)

1.0 PROJECT DESCRIPTION

Based on information provided by Mr. Stuart Bishop on August 7, 2013, the proposed metal building will be a 1800 square feet single-story, using steel construction. We anticipate no extraordinary slab-on-grade criteria and that ground floor level will be within one to two feet of existing site grade. Should any of our information or assumptions not be correct, the Client will notify WT immediately.

2.0 PURPOSE

The purpose of our geotechnical engineering services will be to evaluate the subsurface conditions to provide recommendations and/or discussion for the following:

- Foundation design parameters, including footing types, depths, allowable bearing capacities, and estimated settlements
- Earthwork, including site preparation, fill placement, and suitability of existing soils for fill materials
- Drainage
- Excavation conditions
- Slabs-on-grade
- Groundwater

3.0 SCOPE OF SERVICES

3.1 Field Exploration

We will conduct the following subsurface exploration program that is based on the project description and our knowledge of the general soil conditions in the area:

Building Areas - Three test borings to depths of 20 feet below the existing site grades.

All explorations will be advanced to the depths outlined unless refusal to auger is encountered. A field engineer will log the borings, record blow counts of penetration tests, and obtain undisturbed and representative samples of soils encountered as conditions dictate.

3.2 Laboratory Testing

A geotechnical engineer will examine the samples and field logs and assign the laboratory tests. The following laboratory tests may be performed:

- Field moisture content
- In-situ soil density
- Maximum density-optimum moisture relationship
- Swell / Expansion potential
- Consolidation
- Sieve analysis

- Liquid limit and plasticity index
- pH and minimum resistivity
- Water soluble salts/sulfate content

3.3 Analyses and Report

We will prepare a geotechnical engineering report that includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as required to satisfy the purpose previously described.

4.0 FEES

The cost of our services, for the scope set forth herein will be a lump sum fee of \$4500.00. Our fee includes discussion and interpretation of our findings with other members of the design team, but does not include meetings concerning construction or changes in design. The fee will not be exceeded unless additional services are agreed upon, or we incur delays or costs associated with access of our equipment to the boring locations. Unless you sign this contract before expiration, the lump sum fee noted above is valid for 90 calendar days, after which time a review by WT will be required.

REQUEST TO RENEW MAINTENANCE AGREEMENT FOR NETWORKING EQUIPMENT

Recommendation:

Staff recommends renewing an existing maintenance agreement covering CISCO networking equipment for a period of one year at a price of \$68,639.16 plus any applicable taxes. The maintenance agreement will be renewed through a 3rd party vendor, CDW-G.

Summary:

Staff has reviewed vendor proposals for the renewal of a CISCO Smartnet agreement that will provide maintenance coverage for college networking equipment. The maintenance agreement covers network equipment that is used to support the college's technology infrastructure to include telephony and data communications.

This purchase through CDW-G is not quoted under a state or consortium contract. However, it was compared to a state contract quote provided by another vendor and the CDW-G quote is less than the state contract quote.





CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DPNQ021	10312831	7/25/2013

BILL TO:
LINDA J HUMES
PO BOX 610

SHIP TO:
NORTHLAND PIONEER COLLEGE
Attention To: LINDA J HUMES
102 N 1ST AVE

Accounts Payable
HOLBROOK , AZ 86025-0610

HOLBROOK , AZ 86025-2902
Contact: LINDA HUMES 928.524.7407

Customer Phone #

Customer P.O. # SMARTNET RNWL
QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
RACHEL PARKER 866.708.1693	DROP SHIP-GROUND	Master Card / VISA	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
120	2614791	ACAD CISCO SMARTNET SAU SMS-1 Mfg#: CON-SAU-SMS-1 Contract: MARKET SAU support Tab 2 on spreadsheet Electronic distribution - NO MEDIA	0.69	82.80
6	2614770	ACAD CISCO SMARTNET ESW SMS-1000 Mfg#: CON-ESW-SMS-1000 Contract: MARKET ESW support Tab 3 on spreadsheet Electronic distribution - NO MEDIA	680.00	4,080.00
9186	2614769	ACAD CISCO SMARTNET ESW SMS-1 Mfg#: CON-ESW-SMS-1 Contract: MARKET ESW support Tab 3 on spreadsheet Electronic distribution - NO MEDIA	0.69	6,338.34
60	2614800	ACAD CISCO SMARTNET SNT SMS-1000 Mfg#: CON-SNT-SMS-1000 Contract: MARKET SNT Support Tab 4 on spreadsheet Electronic distribution - NO MEDIA	680.00	40,800.00
9817	2614799	ACAD CISCO SMARTNET SNT SMS-1 Mfg#: CON-SNT-SMS-1 Contract: MARKET SNT Support Tab 4 on spreadsheet Electronic distribution - NO MEDIA	0.69	6,773.73
2	2072032	CISCO 1YR UCSS FOR BUSINESS ATT Mfg#: L-UCSS-ATT-CUB1-1 Contract: MARKET UCSS for Business Att Console for One Year -1 Instance Electronic distribution - NO MEDIA	135.00	270.00
12	1761293	CISCO UCSS FOR CCX STD 1YR 1U Mfg#: L-UCSS-CCX-S-1-1 Contract: MARKET UCSS for CCX STD for One Year - 1 users Electronic distribution - NO MEDIA	19.50	234.00
52	1745359	CISCO 1YR UCSS F/UNIF 10U Mfg#: L-UCSS-CUP-1-10 Contract: MARKET UCSS for Cisco Unified Presence for One Year - 10 users	12.25	637.00
52	2144403	CISCO UCSS EMRGNCY RSPNDR 1YR 10 Mfg#: L-UCSS-ER-1-10 Contract: MARKET	12.25	637.00

REQUEST TO PURCHASE CLASSROOM TECHNOLOGY EQUIPMENT

Recommendation:

Staff recommends approving the purchase for 18 SMART Board and projector packages from CCS Presentations for \$65,322.00 plus any applicable taxes and freight charges.

Summary:

Northland Pioneer College utilizes SMART Board systems for instructional and other uses. The purchase of 18 new SMART Board and projector packages will be used to outfit classrooms with equipment not already in place as well as replace existing equipment that has reached the end of their expected lifecycle.

This equipment was quoted through a state contract.





Billing Questions? Contact us at:
 billing@ccsprojects.com

SALES QUOTE	
0000151266	6/12/2013

CCS PRESENTATION SYSTEMS
 17350 N HARTFORD DR
 Scottsdale, AZ 85255 USA
 480-348-0100 FAX: 480-348-0101
 www.ccsprojects.com

3633 E IRVINGTON
 Tucson, AZ 85714
 520-318-0100 FAX: 520-318-1011

Account Rep: Laura Hawkins
 Account: NORTHLAND
 PO#:

Sold To Address:

NORTHLAND PIONEER COLLEGE
 PO BOX 610
 BUS OFFICE
 HOLBROOK, AZ 86025 USA

Ship To Address:

NORTHLAND PIONEER COLLEGE
 102 FIRST AVENUE
 HOLBROOK, AZ 86025 USA

Contact: BUSINESS OFFICE
 Phone: (928) 524-7383

Reference: SBX885iX2 (18) & SDC-450 (18)

Printed: 6/17/201 8:50:50AM

Reference	Requested	Ship Via	F.O.B	Terms
SBX885iX2 (18) & SDC-450 (18)	6/12/2013	UPSGROUND	ORIGIN	NET30

Item	Ordered	Quantity Shipped	UOM	Unit Price	Amount
1 STATE2012 STATE CONTRACT# ADSPO12-032703	1.00	0.00	Each	0.00	0.00
2 SBX885iX2 SMART X885 WITH UX80 PROJECTOR ON APPROVED SMART REFRESH APPLICATION. REGULAR PRICE \$4999	18.00	0.00	Each	3,629.00	65,322.00
3 SHIPPING SHIPPING AND HANDLING	1.00	0.00	Each	900.00	900.00

Subtotal: 66,222.00

APPROVED BY:

Sales Tax: 5,193.10

X

Balance: 71,415.10

ROC 140448

Invoices subject to 1 1/2% Interest charge per month if not paid within terms.



This information is confidential and may be legally privileged. It is intended solely for the addressee.