

OUR MISSION

Northland Pioneer College
creates, supports
and promotes
lifelong learning.



Northland Pioneer College

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

PUBLIC NOTICE OF NONDISCRIMINATION: Northland Pioneer College does not discriminate on the basis of race, color, national origin, veteran status, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resources, 2251 E. Navajo Blvd., Holbrook, Arizona 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, Arizona 85901, (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Revised 9-12-14

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 **September 16, 2014 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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

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

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

I, Lisa Jayne, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 15th day of September 2014, 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. KWKM RADIO
9. WHITE MOUNTAIN RADIO
10. NPC WEB SITE
11. NPC ADMINISTRATORS AND STAFF
12. NPC FACULTY ASSOCIATION PRESIDENT
13. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
14. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

Our Mission: Northland Pioneer College creates, supports and promotes lifelong learning.

Governing Board Meeting Agenda

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

Date: September 16, 2014

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. Human Resources	Director Hokanson
	C. CASO	Margaret White
	D. NPC Faculty Association	FA Representative
	E. NPC Student Government Association	Joshua Rogers
	F. NPC Friends and Family	Betsyann Wilson
5.	Consent Agenda (Action)	Chair Handorf
	A. August 1, 2014 Regular Board Minutes	
	B. Dual Enrollment Intergovernmental Agreements between the Navajo County Community College District and Show Low USD and Round Valley USD	
6.	Old Business: None	
7.	New Business:	
	A. Request to Approve Award of Website Redesign(Action)	Vice President Hatch
	B. Request to Approve Award Reroofing & Mechanical Install (Action)	Vice President Hatch
	C. Request to Approve Concrete Barriers for NATC(Action)	Vice President Hatch
	D. Request to Approve WMC Easement & Prop. Dedications ... (Action)	Vice President Hatch
	E. First Read: Revision of Policy 1030 Policy Creation and Review	President Swarthout
	F. Review of Procedure 2030 Board Creation and Review of District Governing Board Procedures	President Swarthout
	G. Review of Procedure 2556 Sexual Misconduct	President Swarthout
	H. Request to Approve Revision of Policy 1000; Proc. 2000(Action)	President Swarthout
	I. Request to Approve Revision of Policy 1085; Procedure 2010, 2015, 2020, 2025, 2035(Action)	President Swarthout
	J. Review of Title III Tech Survey Results	Director Eric Bishop
	K. Review of NATC Audit	Vice President Hatch
	L. Review of Student Progress and Outcomes Report	Vice President Vest
	M. Executive Session: Per A.R.S. §38-431.03(A)(3) – receive legal advice re: Intergovernmental Agreement with Apache County(Action)	Chair Handorf
	N. Request to Approve Apache County IGA(Action)	President Swarthout
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report ..	Vice President Vest
	B. President’s Report	President Swarthout
	C. DGB Agenda Items and Informational Needs for Next Meeting	Chair Handorf
9.	Board Report/Summary of Current Events	Board Members
10.	Announcement of Next Regular MeetingOctober 21, 2014	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.



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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2014 to June 30, 2015

Budget Period Expired 8%

Tax Supported Funds				
General Unrestricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Primary Tax Levy	14,035,753	75,245	75,245	1%
State Aid:				
Maintenance and Operations	1,618,200	404,550	404,550	25%
Equalization	5,283,300	1,320,825	1,320,825	25%
Tuition and Fees	4,500,000	1,022,702	1,022,702	23%
Investment earnings	140,000	7,455	7,455	5%
Grants and Contracts	1,800,000	0	0	0%
Other Miscellaneous	200,000	6,870	6,870	3%
Transfers:	(2,750,000)	(278,072)	(278,072)	10%
TOTAL REVENUES	\$24,827,253	\$2,559,575	\$2,559,575	10%
EXPENDITURES				
Salaries and Wages	17,335,284	784,324	784,324	5%
Operating Expenditures	8,243,969	753,271	753,271	9%
Capital Expenditures	248,000	45,617	45,617	18%
TOTAL EXPENDITURES	\$24,375,381	\$1,583,212	\$1,583,212	6%
Unrestricted Plant				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
State Aid:				
Capital	375,400	93,850	93,850	25%
Other Miscellaneous				
Transfers:	2,000,000	166,667	166,667	8%
TOTAL REVENUES	\$2,375,400	\$260,517	\$260,517	11%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	7,775,400	295,686	295,686	4%
TOTAL EXPENDITURES	\$7,775,400	\$295,686	\$295,686	4%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2014 to June 30, 2015

Budget Period Expired 8%

Restricted and Auxiliary Funds

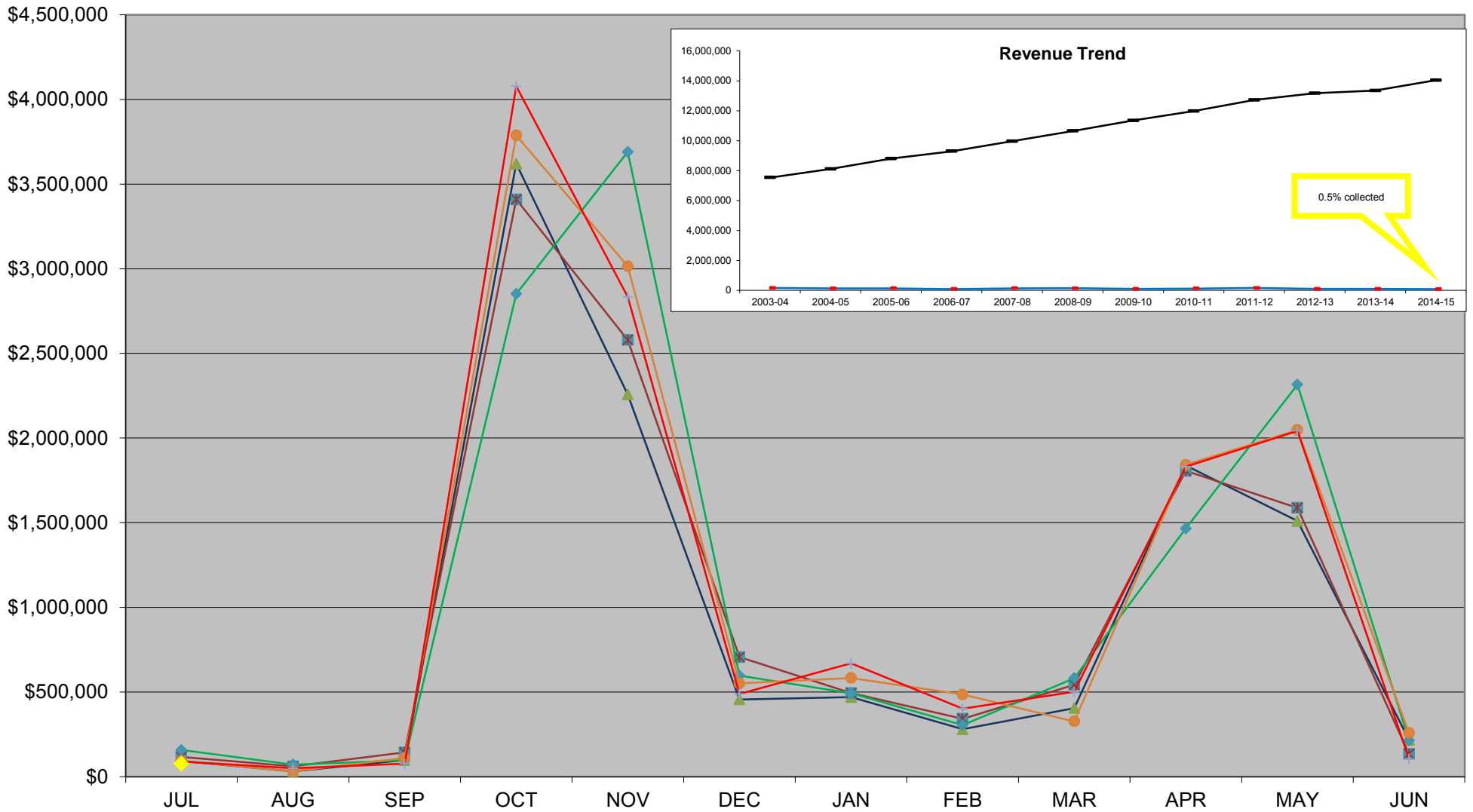
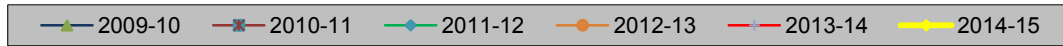
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,400,000	46,443	46,443	1%
Donations				
Transfers:	600,000	83,136	83,136	14%
TOTAL REVENUES	\$7,000,000	\$129,579	\$129,579	2%
EXPENDITURES				
Salaries and Wages	1,234,614	84,354	84,354	7%
Operating Expenditures	5,665,386	691,031	691,031	12%
Capital Expenditures	100,000	13,145	13,145	13%
TOTAL EXPENDITURES	\$7,000,000	\$788,530	\$788,530	11%

	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services				
Bookstore	100,000	6,428	6,428	6%
Other	400,000	23,409	23,409	6%
Donations				
Transfers:	150,000	28,269	28,269	19%
TOTAL REVENUES	\$650,000	\$58,106	\$58,106	9%
EXPENDITURES				
Salaries and Wages	424,551	25,417	25,417	6%
Operating Expenditures	225,449	32,689	32,689	14%
Capital Expenditures				
TOTAL EXPENDITURES	\$650,000	\$58,106	\$58,106	9%

Cash Flows

Cash flows from all activities (YTD)	\$3,007,777
Cash used for all activities (YTD)	\$2,725,534
Net Cash for all activities (YTD)	\$282,243

Monthly Primary Property Tax Receipts



Human Resources UPDATE
DGB-September 16, 2014

FILLED

1. **Campus Monitor - LCC** – Lloyd Saar has been working for NPC as the Lead Custodian at Little Colorado Campus since 2009.
2. **Assistant to the Campus Manager** – Jessica Kitchens was a temporary worker in the Campus Office. She is currently working on her Associate's degree.

OPEN

3. **Systems Technician** – Closed August 17, 2014. 10 applicants.
4. **Wireless Network Engineer** – Closes September 21, 2014. 11 applicants.
5. **Grant Accountant** – Closed August 29, 2014. 3 applicants
6. **Financial Aid Specialist** – Closed July 18, 2014. 25 applicants.

INTERNAL POSTINGS

1. **Assistant to the Campus Manager** – WMC – 20 hours. Closes September 15, 2014. 1 applicant.
2. **Records and Registration Clerk** – Closed September 10, 2014. 2 applicants

Navajo County Community College District Governing Board Meeting Minutes

August 19, 2014 – 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.

Absent: 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, Stuart Bishop, Tamara Martin, Sharon Hokanson, Betsyann Wilson, Peggy Belknap, Maderia Ellison, Linda Kor.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Handorf called the meeting to order at 10:00 a.m. Mr. Winslow led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Peaches moved to adopt the agenda as presented. Mr. Matteson 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.

Chair Handorf asked since grants and contracts revenue is at 180% of budget, if the College will rollover the extra 80% not budgeted for the year. Vice President Hatch stated the excess will roll over into reserve funds.

Mr. Winslow asked Vice President Hatch if he knew what the maintenance and operational state aid and equalization state aid was in the recent past. Vice President Hatch stated the Joint Legislative Budget Committee recently did a “then and now” look at Fiscal Year 2005 versus 2015. Community colleges received, in general, \$144 million in 2005. In 2015, the community colleges received \$71.9 million, which was about half of what they received in 2005. Mr. Winslow asked if that included equalization. Vice President Hatch stated it did. Vice President



Hatch stated that NPC's impact has not been as great, primarily because the College's equalization aid has increased. In 2005, equalization was less than \$2 million, in 2015 equalization is \$5.5 million. 2015 state aid of \$1.6 million was roughly \$3.2 million in 2005. Statewide there is no other state funded entity that has received as large a cut since 2005 than community colleges. Although NPC has managed to maintain incoming revenues, the revenue sources have shifted from state aid to equalization. Mr. Matteson asked if the report took inflation into consideration in like-dollars. Vice President Hatch stated that it didn't and from an inflation perspective the College has lost some ground.

Mr. Matteson asked about Pell Grant reduction. Vice President Vest stated Pell Grants had a step down due to changes in Department of Education regulations related to Pell that led to an increase in the Pell Grant denial rate. The denial rate shouldn't have any more changes unless the regulations change, so the initial decrease should now flatten out. At the same time enrollment decline at the College has been faster than the erosion of Pell students so if enrollment flattens out these numbers will flatten out. President Swarthout stated there are some potential changes to Pell regulations but they are only at a proposed level right now.

Vice President Hatch stated that a property valuation tax case between Transwestern Pipeline, a natural gas distribution company, and the Arizona Department of Revenue and seven Arizona counties was settled at \$15 million statewide. The case has to do with the years 2010 through the current year. Transwestern Pipeline made an expansion in 2009, and the Department of Revenue based their tax rate on the cost of construction rather than the income method. Transwestern filed an appeal to get a refund for all the extra taxes paid from 2010-2013 and a settlement was reached.

The impact to the College is about \$120,000, and for the most part was withheld in the most recent tax distribution by Navajo County. Another \$40,000 from 2014 will probably be withheld, and an additional \$44,000 from 2015, based on this settlement. Vice President Hatch noted that it's possible other companies may also sue over this valuation issue, and there may be further impact to the College.

Mr. Matteson asked if there were any large facilities in Navajo County. Vice President Hatch stated he didn't believe so, but stated there could be some property in Navajo County that could be distribution based.

4.B. NPC CASO

President Swarthout stated CASO had asked her to convey to the Board that CASO raised about \$1,100 worth of non-perishable contributions at convocation for local charities.

4.C. Faculty Association

None.

4.D. NPC Student Government Association

None.



4.E. NPC Friends and Family – Betsyann Wilson

Betsyann Wilson introduced herself to the Board and stated the reorganization of NPC Friends and Family (formerly the NPC Foundation) has begun. Ms. Wilson has revised the bylaws to make sure that their mission clearly advances Northland Pioneer College, promotes it in a positive way, and serves students. Her draft of the new bylaws is before the Friends and Family board and will be voted on at the next meeting.

Ms. Wilson also stated her policy of serving as an “open book” director, with financial records and documentation of all her activities related to the directorship (she keeps a daily log, which she sends to Dr. Swarhout each month) available to whomever wishes to review them. Friends and Family exists to advance the mission of Northland Pioneer College through volunteerism, advocacy, and fund raising in the form of scholarships and grants to provide for college programs. Ms. Wilson continues to pursue Federal and State grants on a consulting basis, separate from her duties as Director of NPC Friends and Family.

Ms. Wilson stated that the representation of NPC Friends and Family should come from each community the College serves. Board members that remain beyond the dissolution of the foundation consist of Bonnie Adams, Board President from Snowflake/Taylor, and Jason Whiting, Vice President, from Snowflake/Taylor, and Jane Lee, Secretary, from Taylor. Other board members who remain (it’s actually the old executive committee that wants out – the following people are still pretty enthusiastic) on the Board are Pat Ceballos, a retired educator from Winslow, and Connie Kakavas with Summit Healthcare Regional Medical Center, from Show Low. Von Stradling from Apache County attended the meeting to explore participation on the board. Winslow McNeil, who is an adjunct at the College and also works at White Mountain Regional Medical Center in Springerville, has served on the former foundation, and continues to serve the Friends and Family group, but was unable to attend the meeting. Also, Dr. Ngo, a business teacher from Alcheyay High School in Whiteriver, will hopefully be at the next meeting. However, further representation from other areas in the county is needed. Ms. Wilson invited the Board to attend the next NPC Friends and Family meeting on Wednesday September 17, at 1:00 p.m. The meeting will be held in the smart classroom so that those interested in serving in outlying areas can attend more easily.

Friends and Family owns the old district office building in Holbrook on 1st Avenue and Hopi Drive. The property will become a liability in 2015 and the board has agreed building should be sold. The building will be listed for \$250,000.

Ms. Wilson stated that the budget of NPC Friends and Family has four bank accounts. The first is an operational checking account with a balance of \$22,059.95. There are also three scholarship funds. Two scholarship funds are held in National Bank of Arizona money markets. The first is a restricted scholarship fund that serves as a pass through for an endowment. The unrestricted scholarship fund has been used in the past for multiple things such as a student emergency fund, to provide a complete scholarship, and other things. Currently there is \$13,141 in it. The restricted scholarships have a balance of \$2300, but the third scholarship account is an endowed fund and that’s held at Edward Jones Investing and currently has \$128,127. It’s



divided between two bequests. The first is the Martia A. Smith scholarship for the arts. Unfortunately, this scholarship has not been awarded in the past three years. That will be awarded again in spring semester. The second endowed scholarship is called the Charles Lisitzky scholarship established in 1991. It is primarily for Native American students to receive assistance. The two endowed scholarships are funded from interest earned on the account only. In the past year, the NPC Foundation, under the leadership of Board President Bonnie Adams, who has acted wholly in a volunteer capacity, has awarded four completer scholarships from the unrestricted scholarships for \$3,250, eight Lisitzky scholarships for \$4,209. Last spring semester three more Lisitzky scholarships were given out in order to ensure that three of those students who were continuing would still get their awards. There were also two scholarships given through pass through sources: One was a Blue Cross/Blue Shield scholarship, and the second was from the Arizona Community Foundation. The Arizona Community Foundation is a scholarship that will be marketed to the students as something they can apply for.

Mr. Winslow asked about marketing NPC Scholarship ideas to high schools. Ms. Wilson stated they will be marketed to high school students.

Agenda Item 5: Consent Agenda

- A. June 17, 2014 DGB Minutes; June 17, 2014 Executive Session Minutes; July 22, 2014 DGB Teleconference Minutes
- B. IGA for St. John's USD; Red Mountain USD; Chinle USD; Joseph City USD; Whiteriver USD; Holbrook USD; Winslow USD; Ganado USD; Snowflake USD

Mr. Matteson moved to approve the consent agenda. Mr. Peaches seconded the motion. The vote was unanimous in the affirmative.

Agenda Item 6: Old Business

6.A. None

Agenda Item 7: New Business

7.A. Request to Approve Overage for NATC Crack Seal

Vice President Hatch stated that in June the Board approved asphalt improvements at the NATC Facility in Taylor at a price not to exceed \$35,000. In the original quote for crack sealing, there was an estimate of 65 units of material required, but the actual number of units needed was 172. The original price quote was \$78 per unit; the contractor has adjusted the price to \$45 a unit. The total cost for material does include transaction privilege tax. The funds for this project are drawn from the appropriation from the State and requires approval by the NPC Board. Staff recommends approval of \$2,851.78 to be added to the payment to Hatch Industries to complete this project.

Mr. Matteson stated he went and looked at the project and in his opinion Hatch Industries did an excellent job.



*Mr. Matteson moved to approve the overage of \$2,851.78 to Hatch Industries for the NATC crack seal project. Mr. Winslow seconded the motion. **The vote was unanimous in the affirmative.***

7.B. Request to Approve Exterior Building Improvements

Vice President Hatch stated the exterior improvements were designed several years ago and actually completed on several buildings throughout the district. Because of anticipated plan changes for the Cosmetology building at White Mountain Campus and the Performing Arts Center Annex at Silver Creek Campus, both projects were not completed back in 2008, and are being recommended for approval by the Board for deferred maintenance now. The exterior improvements will extend the life of the buildings and make improvements to the roofs of both of these older buildings. Five bids were received and Lake Powell Construction was low bid coming in at \$604,000.

Mr. Matteson asked who would be inspecting the project. Vice President Hatch stated SPS Plus would do the inspection. Mr. Matteson asked if it was a money saving move. Vice President Hatch stated it will allow the college to maintain the buildings for a longer term.

Mr. Winslow asked if the amount needed for the project has been carried forward in the three year capital budget. Vice President Hatch stated it has not been carried forward but is budgeted in current year's budget for deferred maintenance which has sufficient funds for the project. Mr. Winslow asked if by undertaking this project the college was postponing any other projects. Vice President Hatch replied in the negative.

*Mr. Matteson moved to approve the Exterior Building Improvements bid to Lake Powell Construction in the amount of \$604,000. Mr. Winslow seconded the motion. **The vote was unanimous in the affirmative.***

7.C. Request to Approve Pre-purchase of Mechanical Equipment

Vice President Hatch stated staff is recommending pre-purchase of the HVAC equipment for a roof project which reduces overall cost of the project. The current 3-year capital budget does include a deferred maintenance line item for this. There was only one bid received from the same provider from another roofing project done a couple of years ago. Staff recommends purchase of this equipment from Mechanical Products Southwest for a total cost of \$125,509.97.

Mr. Winslow asked if there was a written agreement with the installation contractor to get the HVAC installed. Vice President Hatch stated it is already in the bid documents detailing what their responsibility is for installation.

*Mr. Matteson moved to approve the pre-purchase of HVAC equipment from Mechanical Products Southwest for a total cost of \$125,509.97. Mr. Winslow seconded the motion. **The vote was unanimous in the affirmative.***



7.D. First Read: Revision of Policy 1000; Procedure 2000

President Swarthout stated the Board is beginning a review of DGB policies. Some policies will only require review, but some will require extensive revision. She noted that Board Policy 1030 adopted in April of 1992, requires the president to establish a procedure for the review and revision of board policies. Since this has never been done she will be working on presenting a procedure where the Board can routinely review their policy and procedures.

Policy 1000, and Procedure 2000 were presented for first read and the Board was asked to look each over and provide any revision suggestions to the President's Office.

7.E. First Read: Revision of Policy 1085: Procedure 2010, 2015, 2020, 2025, 2030, 2035

President Swarthout stated that the Board had requested a procedure on development of the board agenda and Procedure 2030 covers establishing a board agenda. Any changes to this or the other procedures can be submitted to the President's Office. President Swarthout asked for direction from the Board to continue with Procedure 2030 until a new procedure is developed.

Mr. Matteson stated that the procedure seems fine but the aspect that doesn't seem to be practiced is having potential agenda items reviewed by anyone outside of the President's Office. Although this doesn't seem to be practiced, Mr. Matteson stated he didn't feel that any changes were needed to the current practice and he felt the review by the chair could be struck.

Chair Handorf stated the procedure states "to be reviewed by the Chair of the Board as necessary," but questioned how "necessary" is decided. Chair Handorf suggested taking "necessary" out or to take the complete line out, either agenda items would be run by the chair or not. Chair Handorf also stated that "approximately a week before the next meeting" puts pressure on staff to get everything in by a week before.

Mr. Winslow stated the line, "All items submitted for Board consideration will be brought to the attention of the Chair of the Board" is vague as it doesn't specify who might be submitting. There should be a process delineated about how items come to the attention of the Board Chair.

President Swarthout stated that the process whereby shared governance recommendations are made to the executive team could be delineated in this procedure.

President Swarthout stated that Item 8D on the agenda, "DGB Agenda Items and Informational needs for next meeting" was added in order to allow board members to make suggestions for possible future agenda items.

7.F. Review of Health Insurance Pool

Vice President Hatch stated the College belongs to the Navajo County Schools Employee Benefit Trust for health insurance coverage for employees. The Trust was organized in 1975, and initially was K-12 school districts in Navajo County. NPC joined the Trust in January of 2002. The Trust is a partially self-funded health insurance plan. The schools that participate contribute premiums, but if an individual has an expense that exceeds a certain threshold then



reinsurance is purchased and the Trust isn't liable beyond an initial \$175,000, which is different than traditional health insurance.

Prior to 2002, the College purchased insurance from an insurance company where a premium was paid and if claims exceeded a certain amount than premiums were increased for the next year. When claims were below the premiums paid, however, there was still a slight increase the next year. So there is protection against large expenses under traditional health insurance policy but the insured do not benefit if there is a lower use year by employees. The College covers approximately 200 employees in the Trust, but the Trust itself covers over 1,000 employees. The larger numbers in the Trust helps insulate against shocks in years when there are large expenses. Dependent coverage is available through the Trust but is paid for exclusively by the employee.

In 2008-2009, the Trust moved into a more traditional health insurance option as a group. It was purchased directly from the Arizona School Board Association Insurance Trust. This was done because the price quote was very reasonable, and better than the Trust could do itself. However, it only lasted a year because in year two the premium went up significantly. One of the benefits of being in the Trust is the College is able to manage the benefit structure, make changes in deductible, make changes in programs, but also it allows the group to stabilize the price. Over the last 13 years, the College has had a positive experience with the Trust with slow and steady price increases. The last three years the Trust subsidized the premium cost.

Premium payments last year were about \$8.1million, and there were about \$7 million in claims. A third party administrator is paid to manage the activities of the Trust at a price of 2.5% of the total premium costs. Presently there is about \$5.8 million in total equity in the Trust. Of that total equity, about \$1.2 million is reserves for incurred but not reported costs. Total available equity is about \$4 million. Compared to contributions of \$8.1 million a year there is a 50% ratio which is a healthy ratio. The Trust will continue to be healthy, well-managed, and the trustees of the Navajo County Schools Employee Benefit Trust include by appointment of the District Governing Board, Vice President Hatch. The other school districts are represented by the school district superintendent.

Mr. Winslow asked if the equity level is maintained for claims that exceed the balance of the paid premiums. Vice President Hatch stated yes, the equity balance allows the system to survive a shock.

Mr. Winslow asked if there is staff for the Trust. Vice President Hatch stated the third party administrator group handles all claims. Their role is to provide services to help manage the Trust, but also play a significant role for an employee who has a claim. The trustee's primary role is setting policy, future plans, figuring out future goals. Trustees have hired an employee, who is a former Segal consultant, who manages the activities of the trustees. Vice President Hatch stated the Trust has a monthly meeting that he attends which is a 4-5 hour commitment for him.

Mr. Winslow asked about compliance with the Affordable Care Act. Vice President Hatch stated Segal provides most of the instructions to the Trust for ACA compliance. Segal is compensated



by employees who choose additional insurance options.

7.G. Review of Initial Salary Placement Guidelines

Vice President Hatch stated that although there are three separate employee groups; faculty, non-exempt staff, and exempt staff, they are inter-related and have similar patterns in their placement guidelines. The difference between faculty and non-exempt, even though they're both step and grade, is faculty's differential between step and grade is always equal percentage. Step was just recently moved to 1.5% between steps, and between grade 1.8%. The non-exempt there's an amount differential of .36 cents between steps, .36 cents between grade. This allows the employees to stay in the appropriate category, but also recognizes there needs to be some adjustments for premium certifications, market conditions and other factors. An example of this is nursing faculty will get placed on the salary placement guidelines but will then get a nursing faculty adjustment of some percentage and a market condition adjustment of some percentage. This is also true for technically certified employees on staff. There's a technical schedule as well.

Agenda Item 8: Standing Business

8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report – Vice President Vest

Vice President Vest stated Faculty Randy Hoskins is co-chair of SPASC but his teaching schedule makes it difficult for him to be at the board meeting. Hopefully sometime in the future he will be able to introduce himself to the Board. The new strategic planning process was introduced to the College at convocation. The Quality Initiative, the College's accreditation project, was also discussed with employees. At the Strategic Planning meeting on Friday SPASC recommended a QI writing team to the President. A survey will be sent out to the College to help gather information for the writing team. The QI basis is heavily focused on improving the advising model at the College and improving student retention through a series of activities. At the convocation in January SPASC will be asking for input from the College as well as the President and the Board.

Mr. Matteson asked what employee response was to the new strategic planning process. Vice President Vest stated there was overall agreement with it but also a sense of, "show us that it works."

8.B. Human Resources Update – Sharon Hokanson

Director Sharon Hokanson reviewed the Human Resources Update with the Board.

Mr. Winslow stated he is pleased to see the internal posting policy is resulting in upward mobility for employees and also expects that it promotes morale.

8.C. President's Report – President Swarthout

President Swarthout stated the new NPC Leadership Academy will begin September 19. The Leadership Academy is a way to grow and advance employees. Mr. Matteson stated he was pleased to see the college forming the leadership academy. President Swarthout stated she had received the Apache County IGA yesterday. Blaine Hatch stated he is going to the Community College Business Officers annual meeting in Texas.



8.D. Agenda Items

Mr. Winslow asked for a report on the College Bound scholarship statistics at the next Board meeting.

Agenda Item 9: Board Report/Summary of Current Event

Chair Handorf stated Friday Aug 22 at 6:30 at Blue Ridge High School is the second annual White Mountain Music Festival, which is program put together to help the Meals on Wheels program. Saturday, August 23 at the Orchard there is an outdoor event called Pet Tales, which includes luncheon, and is a fundraiser for The Humane Society.

Agenda Item 10: Announcement of Next Regular Meeting: September 16, 2014.

Agenda Item 11: Adjournment

The meeting was adjourned at 12:10 p.m. upon a motion by Mr. Matteson., a second by Mr. Winslow and a unanimous affirmative vote.

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SHOW LOW UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into this 8th day of July, 2014, between Navajo County Community College District, (“College”), and Show Low Unified School District, (“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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
ROUND VALLEY UNIFIED SCHOOL DISTRICT NO. 10**

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2014, between Navajo County Community College District, ("College"), and Round Valley Unified School District No. 10, ("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.

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

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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, 2015 ("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

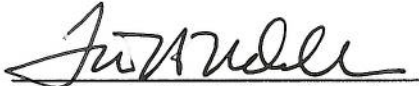
If to School District:

Travis Udall, Superintendent
Round Valley Unified School District No. 10
P.O. Box 610
Springerville, AZ

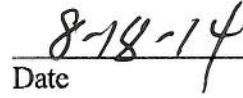
COLLEGE

SCHOOL DISTRICT

By: Dr. Jeanne Swarthout, President
Title: President


By: Travis Udall, Superintendent
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

Fill in the blanks. If the information is not applicable, indicate NA in the blank. Additional directions for completing this form are in italics.

1. INSTRUCTORS

Instructors shall be provided as follows:

- School District shall provide and pay all instructors.
- College shall provide and pay all instructors.
- Each party shall provide and pay for instructors as follows: _____

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$10) per credit hour for each properly enrolled student, capped at One Hundred Dollars (\$100) per credit hour for each course. Invoices from the District to the College shall be based on College course rosters and include the information listed in Exhibit B of this Agreement.

3. PAYMENTS OF TUITION AND FEES/COSTS TO THE COLLEGE

TUITION:

College tuition is Sixty Six Dollars (\$66) per credit hour for each in-state student and Three Hundred Fifteen Dollars (\$315) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District or student is responsible for payment of each fee or cost.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>		
1. Media Fee	District	Student	<input checked="" type="checkbox"/>
2. Course Fee	District	Student	<input checked="" type="checkbox"/>
3.	District	Student	

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

- School District is responsible for payment of tuition to the College.
- Each student is responsible for payment of tuition to the College.

For tuition and fee/cost payments required to be made by the School District to the College:

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and
- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

For any tuition and fee/cost payment required to be made by a student to the College, the College shall establish an individual billing account for that student and the billing for such tuition and/or fees and costs shall occur in accordance with College policies and procedures.

5. FINANCIAL AID

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program.

If tuition and/or additional fees and costs are the responsibility of individual students, a student will be eligible for tuition and fee and cost scholarships in compliance with College policies and procedures.

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

The School District and College shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.

Invoices to be sent to the College:

Invoices to be sent to the School District:

Northland Pioneer College
ATTN Accounts Payable
PO Box 610
Holbrook, AZ 86025

Round Valley Unified School District #10
ATTN: Business Office
PO Box 610
Springerville, AZ 85938

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,646,600

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

0

Amount School District returned to College:

(Specify percentage or dollar amount)

0

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	INSTRUCTOR
CON100	CONSTRUCTION SAFETY P	3.00	FALL	CROWTHER, LE
CON121	CABINETMAKING I	3.00	FALL	CROWTHER, LE
INA103	FURNITUREMAKING I	3.00	FALL	CROWTHER, LE
CON221	CABINETMAKING II	3.00	FALL	CROWTHER, LE
INA105	WOODWORKING I	3.00	FALL	CROWTHER, LE
INA106	WOODWORKING II	3.00	FALL	CROWTHER, LE
MAT152	ADVANCED ALGEBRA	3.00	FALL	FRITZ, EDWAR
BUS100	INTRODUCTION TO BUSIN	3.00	FALL	PENA, STEPHE
BUS106	TECH OF PERSONAL FINA	3.00	FALL	PENA, STEPHE
BUS110	SM BUSINESS MANAGEMEN	3.00	FALL	PENA, STEPHE
CON121	CABINETMAKING I	3.00	SPRING	CROWTHER, LE
INA103	FURNITUREMAKING I	3.00	SPRING	CROWTHER, LE
CON221	CABINETMAKING II	3.00	SPRING	CROWTHER, LE
CON222	CABINETMAKING III	3.00	SPRING	CROWTHER, LE
INA104	FURNITUREMAKING II	3.00	SPRING	CROWTHER, LE
INA105	WOODWORKING I	3.00	SPRING	CROWTHER, LE
INA106	WOODWORKING II	3.00	SPRING	CROWTHER, LE
INA205	WOODWORKING III	3.00	SPRING	CROWTHER, LE
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING	FRITZ, EDWAR
MAT211	TECHNICAL CALCULUS	3.00	SPRING	FRITZ, EDWAR
MAT221	CALCULUS I	4.00	SPRING	FRITZ, EDWAR
BUS144	PROFESSIONAL OFFICE SKILLS	3.00	SPRING	PENA, STEPHE
BUS231	MS OFFICE LEVEL I	3.00	SPRING	PENA, STEPHE
BUS100	INTRODUCTION TO BUSIN	3.00	SPRING	PENA, STEPHE
BUS110	SM BUSINESS MANAGEMEN	3.00	SPRING	PENA, STEPHE
BUS148	INTRO TO FINANCIAL MR	3.00	SPRING	PENA, STEPHE
BUS210	PRINCIPLES OF MANAGEM	3.00	SPRING	PENA, STEPHE
BUS215	PRINC OF RETAIL MANAG	3.00	SPRING	PENA, STEPHE
BUS220	PRINCIPLES OF MARKETI	3.00	SPRING	PENA, STEPHE
BUS260	FUNDAMENTAL BUS FINAN	3.00	SPRING	PENA, STEPHE

REQUEST TO AWARD CONTRACT FOR NPC WEBSITE REDESIGN

Recommendation

Staff recommends award of a contract to redesign the NPC website to OpenSourcery for a total cost of \$77,250.

Summary

The College issued a Request for Proposals (RFP) due July 29, 2014 to contract with a qualified and experienced vendor to improve the user experience, update the current visual design, and make all pages at www.npc.edu responsive in Drupal 6. In this request the vendor is required to use its own development server.

Twelve bids were received and have been evaluated by a team of three college employees. The RFP summary and the evaluation form follow. A graph showing the average scoring is also included. Based on the point system evaluation, the most advantageous responsible offeror appears to be OpenSourcery.

The General Terms and Conditions of College RFPs include the following statements:

- In accordance with ARS §41-2534(G), award(s) will be made to the responsive and responsible Offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Northland Pioneer College.
- The evaluation criteria for this solicitation, in relative order of importance, are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the proposal and required forms; 3) service capabilities; 4) price; 5) references and Past Performance Information (PPI) review.
- Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that Offeror does not consider this solicitation part of the contract may result in rejection of the proposal.
- Northland Pioneer College reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any Offeror scoring 0 (zero) in any required area may be considered nonresponsive.

The current budget includes this project and funds are available for completion of the contract.

This purchase supports a goal in Pillar 1, Priority 1 to create adequate support services to enhance student success and multiple goals in Pillar 3 to Strengthen Technology to Support Learning and Service. Improvement of the College website is expected to provide a broad array of benefits to a wide range of current and potential users.



Northland Pioneer College

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

RFP SUMMARY

NPC Website Redesign In Drupal 6 To Include Responsive Design

AS #15-01

Issue Date: July 1, 2014

Due Date: July 29, 2014, 3:00 p.m. MST

Vendor	Bid Submitted	Evaluation Score
1. ImageX Media	\$72,818 to \$89,750 – Variable No Deviations	5.2
2. Net Studio	\$73,000 No Deviations	1.6
3. Fruition	\$51,050 Deviations on Scope of Work #3, 4, 8	3.8
4. Fresh Digital Group	\$59,020 Deviations on Scope of Work #1, 6	3.3
5. Blue Spark Labs	\$88,000 Deviations on Scope of Work #1, 7	6.6
6. OpenSourcery	\$77,250 No Deviations	7.5
7. Ardent Technologies	\$47,515 No Deviations	4.7
8. Ospro Systems	\$79,295 No Deviations	3.4
9. Albatross Digital	\$87,250 No Deviations	6.2
10. Taoti Creative	\$89,748 Deviations on Terms & Conditions – proposing Drupal 7 Deviations on Scope of Work # 1, 8	5.5
11. Brand 451	\$89,850 No Deviations	5.9
12. EZ Site	\$48,700 No Deviations	4.7

Fifteen (15) vendors requested AS#15-01. Twelve (12) vendors submitted a complete bid packet by due date.

RFP Evaluation Form – AS #15-01 NPC Website Redesign

Contractor: _____ Evaluator: _____

Date Evaluated: _____

Proposals will be evaluated based on the evaluation criteria stated below. A 10-point scale will be used to create the final evaluation recommendation. When assessing points, score the response from 1-10 as described below; the score will then be multiplied by the weight assigned and then averaged by category.

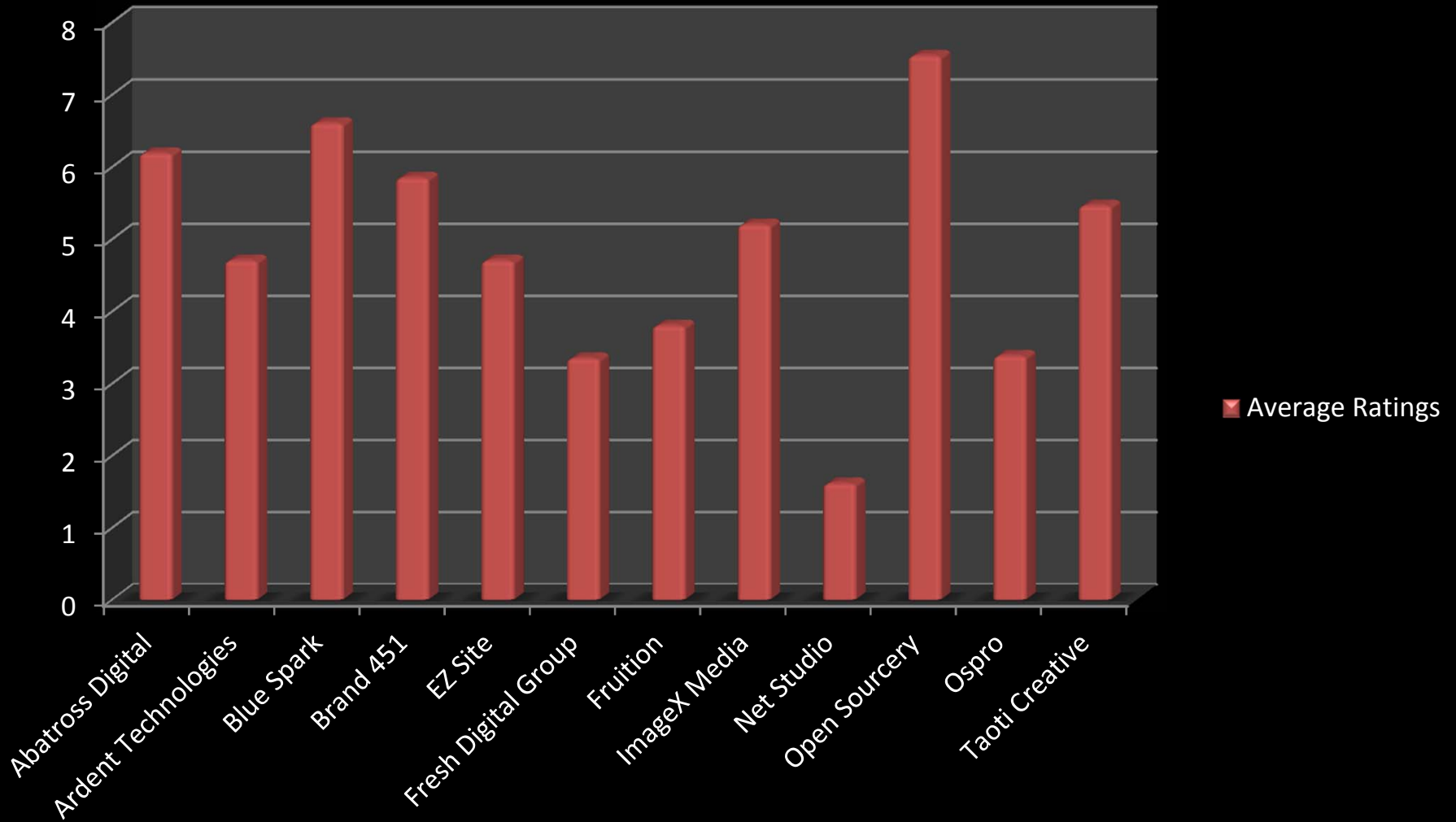
Points	Guidance
10	Couldn't imagine a better response
9-8	Excellent, insightful response
7-6	Better than adequate response
5-4	Adequate response, no special insights
3-2	Worse than adequate response
1-0	Inadequate response
0	Non-responsive

Factor	Weight
Qualifications	30%
Timeline	15%
Approach	15%
Local Preference	10%
Cost	30%

Evaluation

Criteria	Possible Points	Points Awarded	Multiplier	Category Point Average
1. Qualifications				
A. Vendor has demonstrated experience designing and producing Drupal higher education websites.	0-10		.30	
B. Vendor's project samples show comparable websites with strong, logical organization and design elements that would be useful and translatable to NPC's website needs.	0-10		.30	
C. Vendor's project samples clearly show a strategic relationship between their desktop and mobile design and organization strategies.	0-10		.30	
D. Vendor's design style is current and demonstrates the use of current technologies and features.	0-10		.30	
2. Timeline				
A. Vendor clearly explains their work process plan along with milestones to design and produce the website in 8 months.	0-10		.15	
B. Vendor demonstrates ability to handle a maintenance agreement with NPC after completion of this RFP, specifically providing consistent team members who are very familiar with NPC's newly designed website.	0-10		.15	
C. Vendor's staff can communicate easily with NPC during normal business hours, 8 a.m. to 5 p.m. MST.	0-10		.15	
3. Approach Vendor has clearly explained their strategy/justification for rebuilding the site in their chosen Drupal core version.	0-10		.15	
4. Local Preference Degree to which work is performed in the United States or North America.	0-10		.10	
5. Cost				
A. Vendor's breakdown of hours allotted to project deliverables for cost are appropriately dispersed.	0-10		.30	
B. Total cost	0-10		.30	
TOTAL SCORE (To be tallied by project manager)				

Average Ratings



REQUEST TO AWARD CONTRACT FOR REROOFING AND MECHANICAL EQUIPMENT INSTALLATION

Recommendation

Staff recommends award of a contract to for reroofing and mechanical equipment installation to Edge Construction for a total cost of \$298,073.

Summary

As previously discussed, staff recommends that the roof be removed and replaced for the Blunk building on Little Colorado Campus in Winslow and on the Whiteriver Center. The existing Durolast Single Ply membrane will be removed and replaced with a two-ply modified bitumen membrane and a modified bitumen membrane capsheet; the new product carries a 20-year warranty. The heating, ventilation and cooling systems previously approved for purchase will also be installed in conjunction with the roof replacement in each building. The Board approved the pre-purchase of heating, ventilation, and cooling mechanical equipment at the regular board meeting held in August 2014 at a price of \$125,509.97.

Two bids were received on March 8, 2012. The low bid of \$298,073 was submitted by Edge Construction. Edge Construction favorably completed the same project in 2012 at the Learning Centers in Snowflake, Winslow and Show Low and the Ponderosa Center in Show Low. The recommendation from DLR Group follows this page.

The current three-year capital budget includes a deferred maintenance line item and funds are available for completion of the project, which is expected to begin in mid-October. Substantial completion is anticipated by early December. The facilities under construction will continue to be used during the term of the project.

This purchase supports Pillar 6 of the strategic plan: Strengthen Facilities through Planning, Development and Renewal by addressing the priority goals to implement the Master Facilities Plan in responding to current needs and to maintain current facilities.



August 22, 2014

6225 North 24th Street
Suite 250
Phoenix, AZ 85016

o: 602/381-8580
f: 602/956-8358

Mr. V. Blaine Hatch
Vice President for Administrative Services
Northland Pioneer College
2251 E. Navajo Boulevard
Holbrook, Arizona 86025

Re: **Northland Pioneer College, Reroofing and Mechanical Equipment Installation
NPC Bid Identification AS#15-3
DLR Group Project No. 30-14145-01**

Dear Mr. Hatch:

We have reviewed the Bids submitted on August 21, 2014 for Reroofing and Mechanical Equipment Installation, NPC Bid Identification AS#15-3. Two bids were received with Edge Construction submitting the low bid. See the summary below.

<u>Contractor</u>	<u>Base Bid</u>
Edge Construction	\$298,073.00
Woodruff Construction	\$304,243.00

Edge Construction's Bid Form and Bid Bond appear to be in order. Their Non-Collusion Affidavit, Copy of Contractor's License, Statement of Qualifications and Subcontractors list was enclosed with the Bid.

Edge Construction successfully completed the previous reroofing and mechanical installation project for Northland Pioneer College. They have listed the same roofing and mechanical subcontractors used on the previous project. DLR Group and College personnel were very pleased with Edge Construction's project management and their subcontractor's workmanship.

Based on our review of the bid submittal and because of Edge Construction's history of successfully completing projects we recommend entering into contract with Edge Construction for this project in the amount of \$298,073.00

Sincerely,

DLR Group



Stan Axthelm
Senior Associate

cc: Mr. David Huish, NPC
Sean Rosebrugh, DLR Group
Tom O'Neil, DLR Group

REQUEST TO APPROVE CONCRETE BARRIER PURCHASE FOR NATC

Recommendation:

Staff recommends approval to purchase concrete barriers for the NATC facility from Reidhead Sand and Rock for a total amount not to exceed \$3,500.

Summary:

The Northeast Arizona Training Center (NATC) is located in Taylor, AZ and consists of a 20 acre parcel of land that is used primarily for the training of Emergency Services personnel. The property currently has a six story burn tower; large metal garage building(40' X 40'), with restroom; along with a modular classroom and office building. Construction of an enclosed metal classroom building (50' x 60') with locker room/shower capabilities is in process. With Board approval in May 2014, NATC purchased and installed 45 six-foot barriers.

It has been determined that additional concrete barriers will further enhance safety at the site, specifically related to the new metal classroom building under construction. The barriers help protect buildings and building occupants, help direct drivers entering the driving track, and allow for concurrent fire and police training exercises. A total of approximately 35 six-foot barriers will be added to the site.

Funds for this project will be drawn from the appropriation received from the State of Arizona for the construction of a public safety training facility. The current remaining balance of the appropriation is approximately \$95,000.

This purchase supports Pillar 6 of the strategic plan: Strengthen Facilities through Planning, Development and Renewal by addressing the priority two goals to include safety features in current facilities and improve availability and use of current facilities.



REQUEST TO APPROVE WHITE MOUNTAIN CAMPUS EASEMENT AND PROPERTY DEDICATIONS

Recommendation

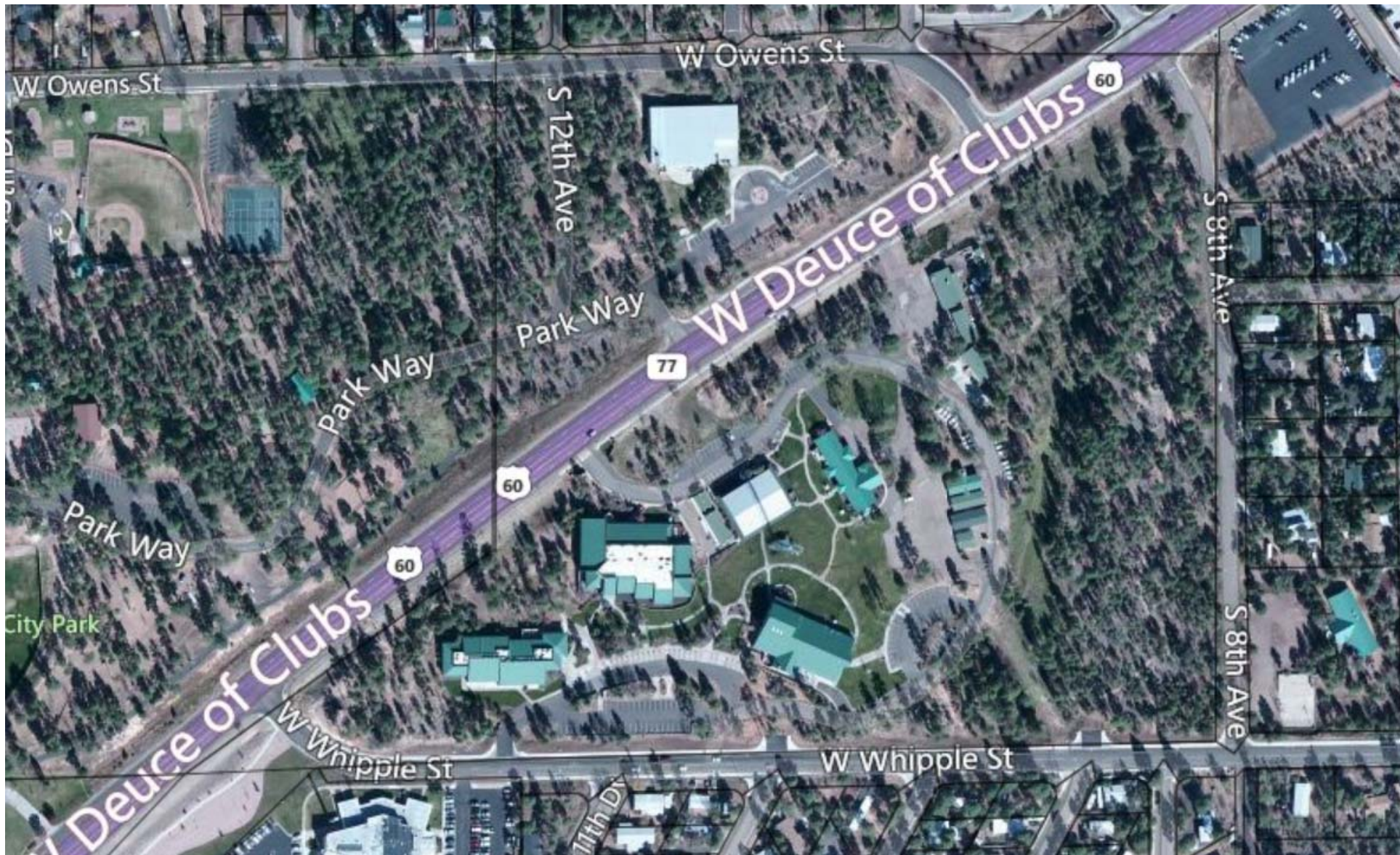
Staff recommends approval to grant a sewer easement, dedication of public right of ways as fully described in the appropriate exhibits to the City of Show Low for public purposes of the City of Show Low and in connection with the abandonment of a one-acre roadway easement by the City of Show Low with the College President authorized to sign the necessary legal documents.

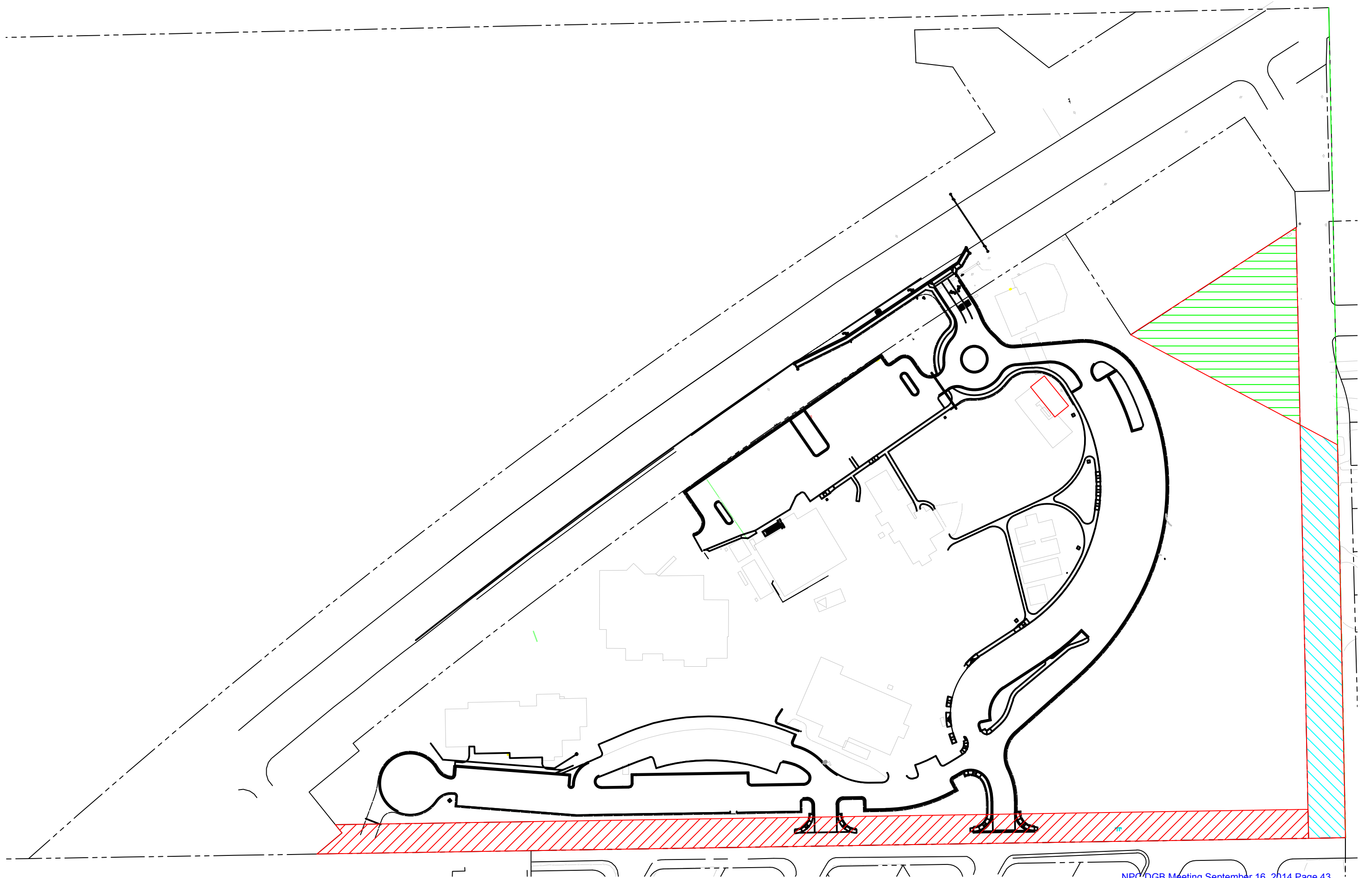
Summary

Due to the development of additional parking at the White Mountain Campus, there is a need for a storm water detention facility and the best location for this facility lies, in part, over a City of Show Low easement. In 1980, the College granted a roadway easement to the City of Show Low for the purpose of future construction of an intersection with South 8th Avenue and the Deuce of Clubs. Staff asked the City of Show Low to abandon the easement, which has been acted upon. As part of the abandonment, staff recommends granting a 16-foot wide sewer easement for an existing sewer line within the roadway easement. Staff also recommends dedication of 8th Avenue and Whipple Road as roadways. Easements currently exist for these roads. The City of Show Low has requested a formal dedication for the roadways.

Maps, drawings, and the appropriate legal documents with property descriptions follow this summary. Staff will review and be prepared to respond to questions.







00680444
W
P

When recorded return to:
CITY OF SHOW LOW
Attn: City Clerk
180 N. 9th Street
Show Low, AZ 85901

2014-10929
Page 1 of 3
Requested By: City Of Show Low
Navajo County Recorder - Laurette Justman
08-20-2014 10:50 AM Recording Fee \$8.00

CITY OF SHOW LOW RESOLUTION NO. R2014-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, ABANDONING ROADWAY EASEMENT LOCATED ON ASSESSOR'S PARCEL NO. 210-01-024

RECITALS:

WHEREAS, a roadway easement for the City of Show Low was recorded in Docket 596, Page 84, of the Records of Navajo County, Arizona; and

WHEREAS, said easement encumbers 1.00 acre of a vacant land parcel identified as Assessor's Parcel No. 210-01-024 belonging to the Navajo County Community College District; and

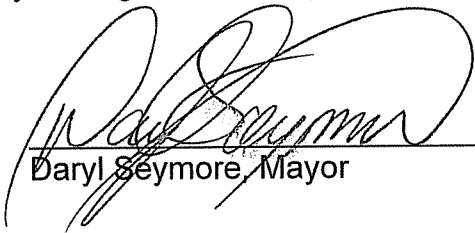
WHEREAS, the City has to date never utilized this portion of the roadway easement, and the topography and other constraints eliminates the need for a roadway easement in this area; and

WHEREAS, Arizona Revised Statutes §§ 9-402(E) and 28-7214 provide for the extinguishment of public easements.

ENACTMENT:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Show Low, Arizona, hereby abandon a the roadway easement recorded in Docket 596, Page 84, as graphically represented on Exhibit A, attached hereto and incorporated herein by reference, to the Navajo County Community College District.


PASSED AND ADOPTED this 18th day of August, 2014, by the Mayor and Council of the City of Show Low, Arizona.


Daryl Seymour, Mayor

ATTEST:


Ann Kurasaki, City Clerk

APPROVED AS TO FORM:



F. Morgan Brown, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 22 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 IN THE PAVEMENT OF WHIPPLE ROAD FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 BEARS NORTH 88 DEGREES 44 MINUTES 37 SECONDS EAST A DISTANCE OF 2546.40 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 05 MINUTES 33 SECONDS WEST A DISTANCE OF 59.86 FEET;

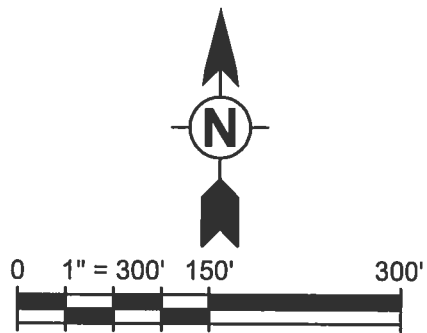
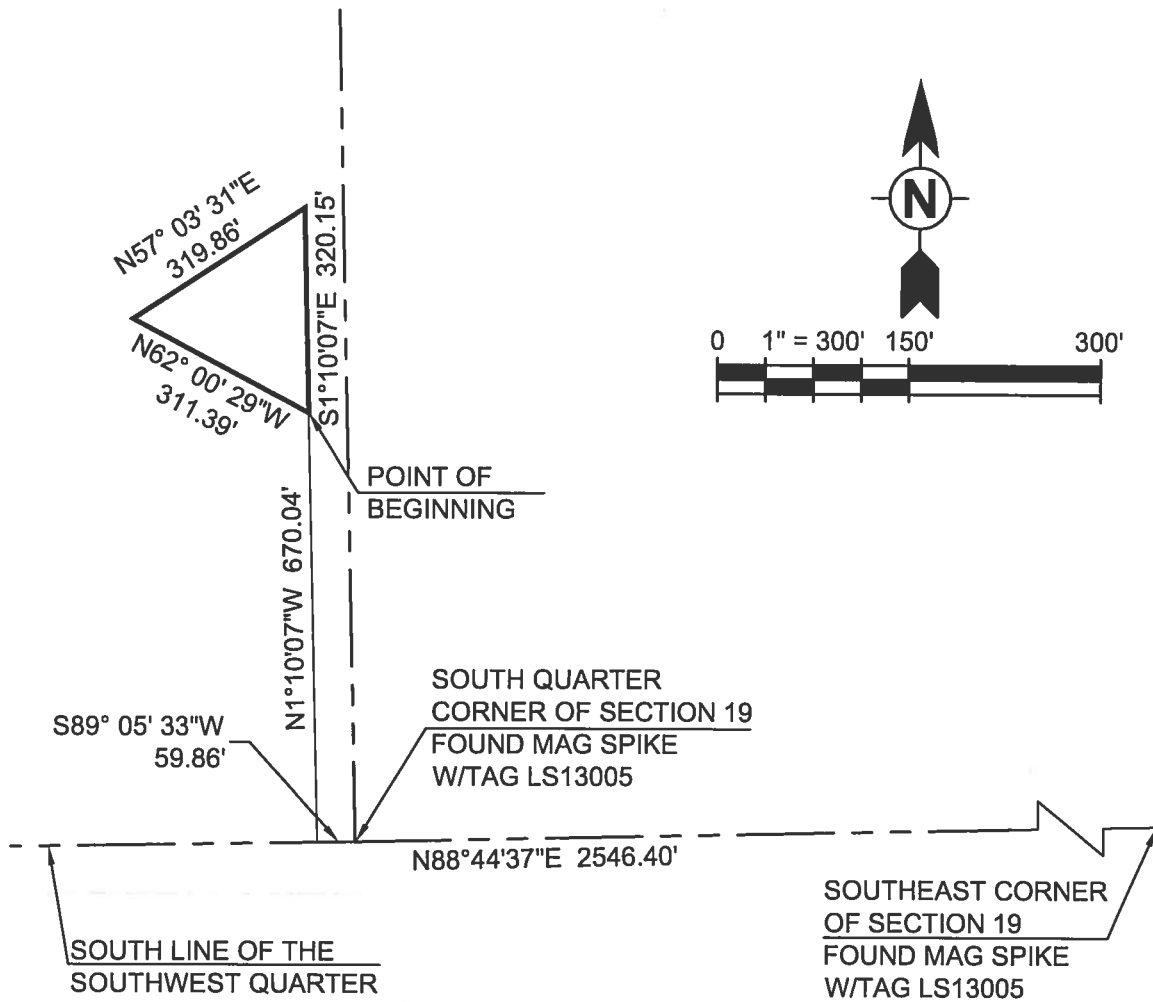
THENCE LEAVING SAID SOUTH LINE, NORTH 01 DEGREES 10 MINUTES 07 SECONDS WEST A DISTANCE OF 670.04 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 62 DEGREES 00 MINUTES 29 SECONDS WEST A DISTANCE OF 311.39 FEET;

THENCE NORTH 57 DEGREES 03 MINUTES 31 SECONDS EAST A DISTANCE OF 319.86 FEET;

THENCE SOUTH 01 DEGREES 10 MINUTES 07 SECONDS EAST A DISTANCE OF 320.15 FEET TO THE **POINT OF BEGINNING**.

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TETRA TECH

www.tetratech.com

1801 W. DEUCE OF CLUBS #230
SHOW LOW, ARIZONA 85901
PH: 928-537-7218

**COSL TO NPC
ROADWAY EASEMENT
ABANDONMENT**

Project No.: 133-71537-14001

Date: AUGUST 2014

Designed By:

EXHIBIT
EXH

Copyright: Tetra Tech

When recorded, return to:
City of Show Low
City Clerk
180 N. 9th Street
Show Low, AZ 85901

SEWER EASEMENT

For the consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT, (hereinafter called "Grantor"), do hereby grant and convey to the CITY OF SHOW LOW, an Arizona municipal corporation (hereinafter called "Grantee"), its successors and assigns, a PERMANENT SIXTEEN (16) FOOT WIDE EASEMENT for the installation and maintenance of sewer lines upon, across, over and under the surface of the premises hereinafter described:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND
MADE A PART HEREOF,**

Together with the right of ingress and egress to operate, repair, replace, add to or alter and maintain said sewer lines at any reasonable time. Grantor shall not erect or construct or permit to be erected or constructed any building or other structure within the limits of said easement; nor shall grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights granted herein shall revert to the owner of record, their heirs or assigns.

Dated this ____ day of _____, 2014

GRANTOR: NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
(Signature)

(Print Name)

ACCEPTED BY GRANTEE:

THE CITY OF SHOW LOW, a municipal corporation

By: _____
Ed Muder, City Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Exhibit A

LEGAL DESCRIPTION
16 FOOT SEWER LINE EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 21 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 IN THE PAVEMENT OF WHIPPLE ROAD FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 BEARS NORTH 88 DEGREES 44 MINUTES 37 SECONDS EAST A DISTANCE OF 2546.40 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 05 MINUTES 33 SECONDS WEST A DISTANCE OF 59.86 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 01 DEGREES 10 MINUTES 07 SECONDS WEST A DISTANCE OF 861.07 FEET TO THE **POINT OF BEGINNING**;

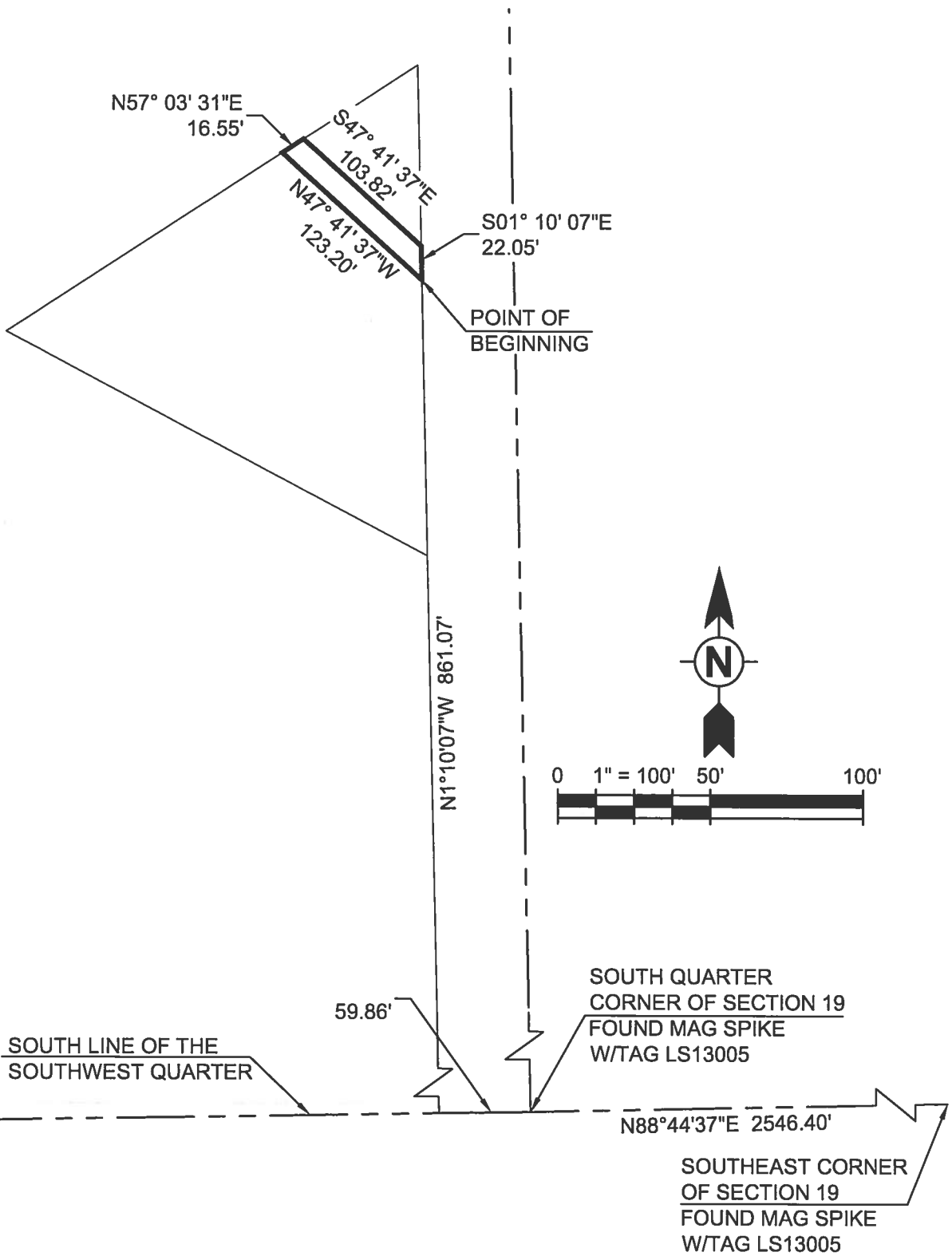
THENCE NORTH 47 DEGREES 41 MINUTES 37 SECONDS WEST A DISTANCE OF 123.20 FEET;

THENCE NORTH 57 DEGREES 03 MINUTES 31 SECONDS EAST A DISTANCE OF 16.55 FEET;

THENCE SOUTH 47 DEGREES 41 MINUTES 37 SECONDS EAST A DISTANCE OF 103.82 FEET;

THENCE SOUTH 01 DEGREES 10 MINUTES 07 SECONDS EAST A DISTANCE OF 22.05 FEET TO THE **POINT OF BEGINNING**.

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TETRA TECH

www.tetratech.com

1801 W. DEUCE OF CLUBS #230
SHOW LOW, ARIZONA 85901
PH: 928-537-7218

16 FOOT
SEWER LINE EASTMENT

Project No.: 133-71537-14001

Date: AUGUST 2014

Designed By:

EXHIBIT
EXH

Copyright: Tetra Tech

When recorded return to:
City of Show Low
180 North 9th Street
Show Low, Arizona 85901

DEDICATION

For consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT, (hereinafter called "Grantor") do hereby dedicate to the CITY OF SHOW LOW, Navajo County, Arizona, organized and existing under and by virtue of the laws of the State of Arizona (hereinafter called "City"), its successors and assigns, a Dedication of Public Right of Way, to construct, operate and maintain a roadway, public trails, utility lines, and appurtenant facilities upon, across, over and under the surface of the following real property situated in Navajo County, Arizona:

SEE LEGAL DESCRIPTION HERETO AS EXHIBIT A AND MADE A PART HEREOF,

[Exempt transaction pursuant to A.R.S. § 11-1134(A)(3)]

Together with all right, title and interest of Grantor in subject real property with rights and privileges appurtenant, or to become appurtenant, to subject property on the effective date.

Dated this _____ day of _____, 2014

GRANTORS: NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
(Signature)

(Print Name)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

LEGAL DESCRIPTION
SOUTH 8TH AVENUE

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 21 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 IN THE PAVEMENT OF WHIPPLE ROAD FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 BEARS NORTH 88 DEGREES 44 MINUTES 37 SECONDS EAST A DISTANCE OF 2546.40 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 05 MINUTES 33 SECONDS WEST A DISTANCE OF 59.86 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 01 DEGREES 12 MINUTES 58 SECONDS WEST A DISTANCE OF 1048.17 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES 42 SECONDS EAST A DISTANCE OF 56.04 FEET;

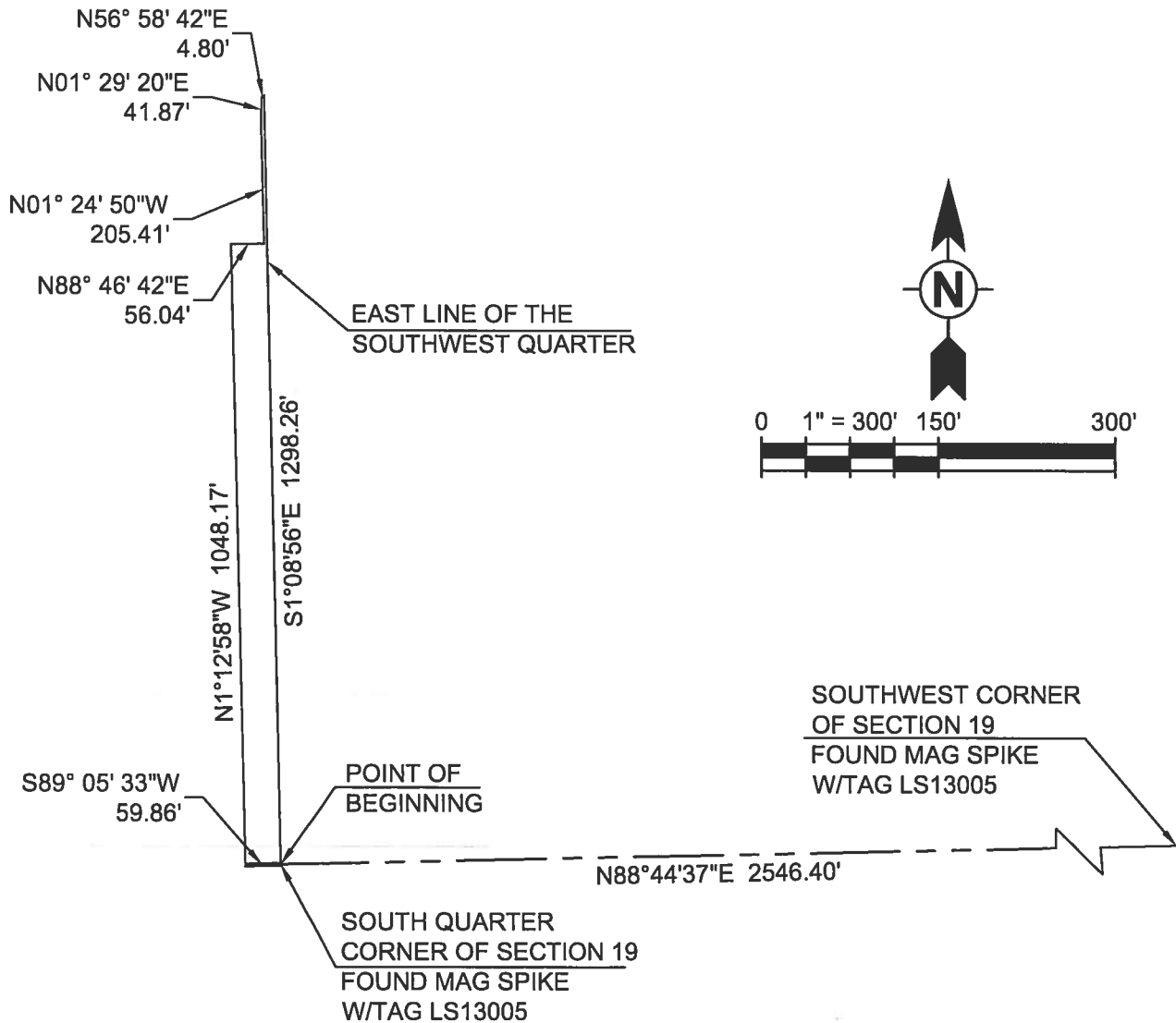
THENCE NORTH 01 DEGREES 24 MINUTES 50 SECONDS WEST A DISTANCE OF 205.41 FEET;

THENCE NORTH 01 DEGREES 29 MINUTES 20 SECONDS EAST A DISTANCE OF 41.87 FEET;

THENCE NORTH 56 DEGREES 58 MINUTES 42 SECONDS EAST A DISTANCE OF 4.80 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREES 08 MINUTES 56 SECONDS EAST A DISTANCE OF 1298.26 FEET TO THE **POINT OF BEGINNING**.

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TETRA TECH

www.tetrattech.com

1801 W. DEUCE OF CLUBS #230
SHOW LOW, ARIZONA 85901
PH: 928-537-7218

**SOUTH 8TH AVENUE
EXHIBIT**

Project No.: 133-71537-14001

Date: AUGUST 2014

Designed By:

EXHIBIT
EXH

Copyright: Tetra Tech

When recorded return to:
City of Show Low
180 North 9th Street
Show Low, Arizona 85901

DEDICATION

For consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT, (hereinafter called "Grantor") do hereby dedicate to the CITY OF SHOW LOW, Navajo County, Arizona, organized and existing under and by virtue of the laws of the State of Arizona (hereinafter called "City"), its successors and assigns, a Dedication of Public Right of Way, to construct, operate and maintain a roadway, public trails, utility lines, and appurtenant facilities upon, across, over and under the surface of the following real property situated in Navajo County, Arizona:

SEE LEGAL DESCRIPTION HERETO AS EXHIBIT A AND MADE A PART HEREOF,

[Exempt transaction pursuant to A.R.S. § 11-1134(A)(3)]

Together with all right, title and interest of Grantor in subject real property with rights and privileges appurtenant, or to become appurtenant, to subject property on the effective date.

Dated this _____ day of _____, 2014

GRANTORS: NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
(Signature)

(Print Name)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2014, by _____.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

LEGAL DESCRIPTION
WHIPPLE ROAD

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 21 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SHOW LOW, NAVAJO COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 IN THE PAVEMENT OF WHIPPLE ROAD FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 MONUMENTED BY A MAG SPIKE W/TAG LS13005 BEARS NORTH 88 DEGREES 44 MINUTES 37 SECONDS EAST A DISTANCE OF 2546.40 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 05 MINUTES 33 SECONDS WEST A DISTANCE OF 59.86 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 05 MINUTES 33 SECONDS WEST A DISTANCE OF 1607.14;

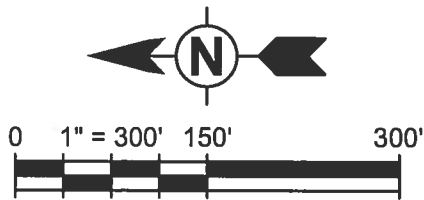
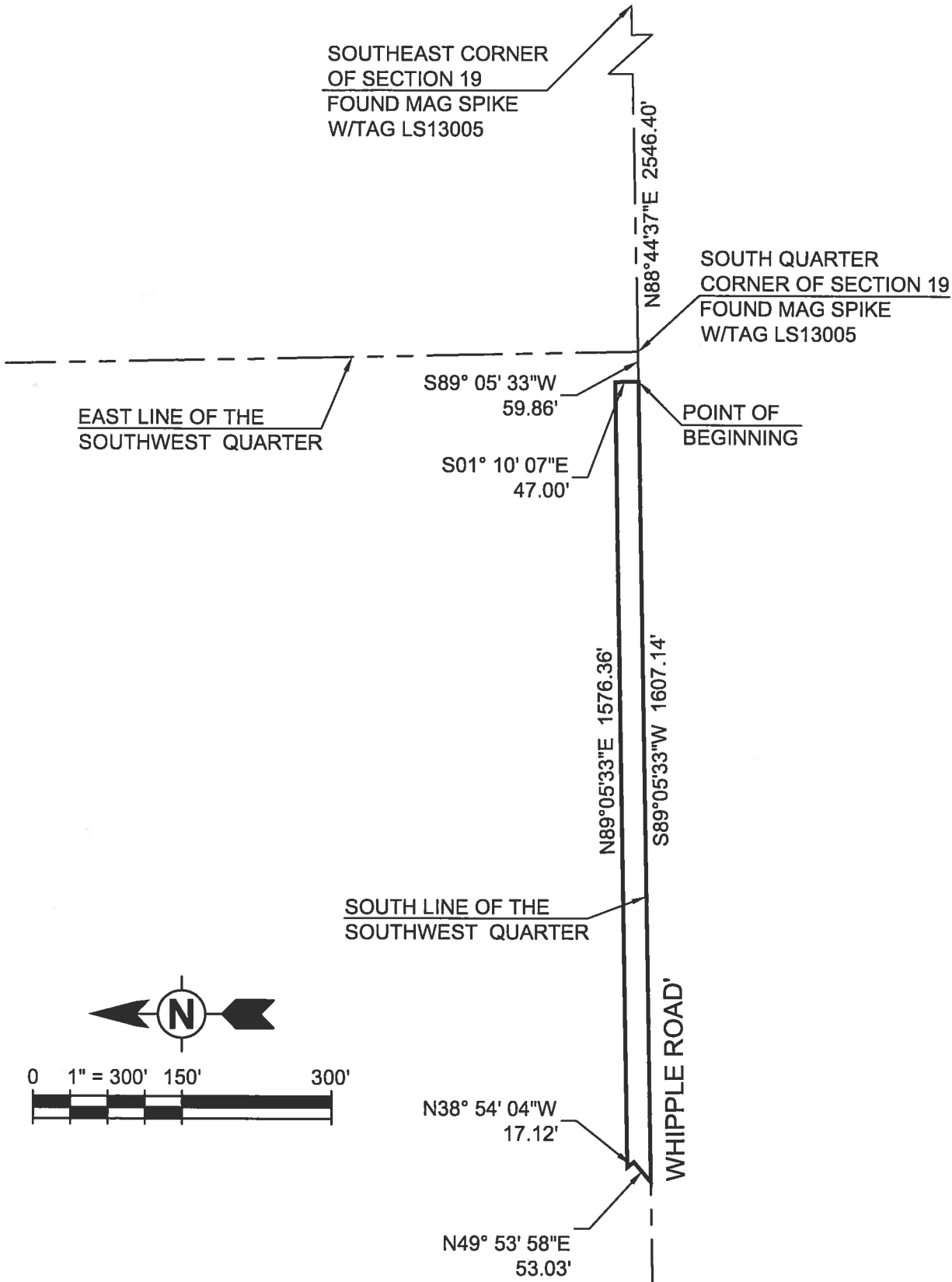
THENCE LEAVING SAID SOUTH LINE, NORTH 49 DEGREES 53 MINUTES 58 SECONDS WEST A DISTANCE OF 53.03 FEET;

THENCE NORTH 38 DEGREES 54 MINUTES 04 SECONDS WEST A DISTANCE OF 17.12 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 33 SECONDS EAST A DISTANCE OF 1576.36 FEET;

THENCE SOUTH 01 DEGREES 10 MINUTES 07 SECONDS EAST A DISTANCE OF 47.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE **POINT OF BEGINNING**.

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Date: AUGUST 2014

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EXHIBIT
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FIRST READ:BOARD POLICY 1030 POLICY CREATION AND REVIEW

Recommendation:

The president recommends the following revision to District Governing Board Policy 1030, Policy Review.

Policy 1030 Policy Creation and Review

It is the responsibility of the Board to provide leadership, guidance, and direction to govern the current and future affairs of the College. Toward this end, the Board deliberates and acts on matters of enduring significance to the College. Such actions, when approved by the Board, shall be articulated as statements of Board policy and shall be incorporated into a single, unified and comprehensive compilation of all Board policy statements.

- a. When articulating policy, the Board shall strive for brevity, clarity and continued expression of a positive and future-oriented tone.
- b. The Board may approve new Board policies or revise existing policies, with the exception of Board policies related to employee wages, benefits or working conditions, at any meeting by action of a majority vote of the entire Board. Upon the request of any member, action shall be deferred for one meeting.
- c. The Board, when approving new policies or revising existing policies related to employee wages, benefits, or working conditions, shall take action following a second reading of such policy.

It is intended that Board policies be living documents. Toward this end, all Board policies shall be reviewed on a regular basis to ensure that they continue to be pertinent. The president shall establish a procedure for the review and/or revision of Board policies.



REVIEW OF PROCEDURE 2030 – BOARD CREATION AND REVIEW OF DISTRICT GOVERNING BOARD PROCEDURES

Recommendation:

The president recommends the adoption of a new procedure, 2030, Board Creation and Review of District Governing Board Policies.

Summary:

Northland Pioneer College District Governing Board Policy 1030, adopted in April of 1992, requires the president to establish a procedure for the review and/or revision of the Board policies. There is no record that this procedure has been established. The president recommends the following procedure:

Procedure 2030, Procedure for Board Creation and Review of District Governing Board Policies
To ensure that Board policies always look to the future and remain relevant to the operations of the College, the Board shall review Board policies on a three year cycle. Of nine categories of Board policies, three categories shall be reviewed each of three years.

As Board policies are reviewed or revised, the Board Policy Manual will be updated, using the date of review or revision with indication of “reviewed only” or “revised”.
Any new policies created by the Board will be identified by the date of approval and “new”.



REVIEW OF PROCEDURE 2556 SEXUAL MISCONDUCT

Summary

The Violence Against Women Reauthorization Act (VAWA) imposes new obligations on the College under the Campus Sexual Violence Act (SaVE Act) provision and concerns compliance with the amendments to the Clery Act. These obligations require revision of College procedure and practice.

Procedure 2556 on sexual misconduct has been developed by our legal counsel and is attached. Additional revisions are expected to existing procedures including Procedure 2555 – Plan for Crime Awareness and Campus Security; Procedure 2130 – Computer and Electronic Access and Usage; Procedure 2615 – Student Notification; Procedure 2625 – Student Conduct Code; Procedure 2627 – Hazing Prevention; Procedure 2716 – Conflict of Interest, Consensual Relationships; Procedure 2755 – Discipline of Employees; Procedure 2760 – Grievance; Procedure 2762 – Harassment and Unlawful Discrimination.

Staff will review the procedure on sexual misconduct and be prepared to respond to questions.



Procedure 2556 - Sexual Misconduct

The College does not tolerate sexual misconduct. This procedure explains what conduct is prohibited, how the College responds to such misconduct, what resources are available to victims and how victims may file a complaint.

1. Prohibited Conduct

The College prohibits all forms of sexual misconduct by students and employees, whether perpetrated by a stranger or acquaintance, whether occurring on or off campus, and whether directed against a member of the College community or someone against outside the community. Such behavior will result in discipline and may also be a criminal violation.

Prohibited conduct ranges from acts of non-consensual sexual intercourse and non-consensual sexual contact, to sexual misconduct including, but not limited to, harassment of a sexual nature, sexual exploitation, stalking, relationship violence, voyeurism, exposure, video or audio taping of sexual activity, and sexual activity resulting from emotional coercion. The College may also discipline students and employees for inappropriate sexual behavior and forms of sexual misconduct that are not specifically listed here

Active consent is needed to engage in sexual activity. For the purpose of this procedure, consent is informed, freely and actively given, mutually understandable words or actions that indicate a willingness to participate in a mutually agreed upon sexual activity. It is incumbent upon both parties to both obtain and give active consent prior to any sexual activity. Consent may never be given by those not yet eighteen years of age, those who are incapable of giving informed consent as a result of alcohol or other drug consumption (voluntary or involuntary), those who are mentally incompetent, those with impairments to reasoning or judgment, or those who are unconscious, unaware or otherwise physically helpless. Effective consent may never be obtained as a result of coercion, intimidation, threat of force or force.

Any member of the College community found responsible for violating this procedure is subject to disciplinary action. Complaints of alleged dating violence, domestic violence, sexual assault or stalking shall be handled as specified in this procedure. All other complaints of sexual misconduct

shall be handled under the procedures that govern discipline of students and employees. Disciplinary action may be taken regardless of whether criminal charges have been filed and without regard to whether the conduct occurred on or off the College campus.

Definitions of Prohibited Conduct

Sexual Assault

Sexual assault is any type of sexual contact or behavior that occurs by force or without consent of the recipient of the unwanted sexual activity. Included within this broad term are rape, attempted rape, statutory rape and incest, and, where active consent is absent, groping, forced kissing, sodomy, sexual assault with an object and fondling.

Stalking

Stalking is engaging in a course of behavior, directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. Stalking includes unwanted and repeated harassing behavior, such as following a person; appearing at a person's home, class or work; making frequent phone calls, emails, text messages, etc.; continuing to contact a person after receiving requests not to; leaving written messages, objects or unwanted gifts; vandalizing a person's property; and threatening, intimidating or intrusive behavior.

Relationship Violence (including Dating Violence and Domestic Violence)

The College prohibits all forms of relationship violence and abuse.

Dating violence consists of violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined by the victim with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Relationship violence includes sexual or physical abuse or the threat of such abuse.

Domestic violence consists of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; by a person

similarly situated to a spouse of the victim under Arizona law; or by any other person against an adult or youth victim who is protected from that person's acts under Arizona law.

In addition to dating violence and domestic violence, relationship violence includes any pattern of abusive behavior that is used by an intimate partner to gain or maintain power and control over the other partner. Relationship violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person.

2. Reporting Sexual Misconduct

The College encourages students and employees to report incidents of sexual misconduct as soon as possible. Victims of sexual misconduct should take care to preserve evidence of the misconduct. For example, victims should not shower or otherwise clean themselves before reporting the misconduct. To report such an incident, the victim has the following options of reporting the sexual misconduct.

A. Contact the local Campus or Center Office:

Little Colorado Campus, Winslow	(928) 289-6511
Painted Desert Campus, Holbrook	(928) 524-7411
Silver Creek Campus, Snowflake	(928) 536-6211
White Mountain Campus, Show Low	(928) 532-6111
Hopi Center, Polacca	(928) 738-2265
Kayenta Center	(928) 697-8333
Saint Johns Center	(928) 337-4768
Springerville Center	(928) 333-2498
Whiteriver Center	(928) 338-5185

- B. Contact the employee's supervisor
- C. Contact the Director of Human Resources through the general Human Resources number, (928) 524-7470; or the direct number (928) 524-7471; or by e-mail, HumanResources@NPC.edu.
- D. Contact local law enforcement officials. Victims are not, however, required to report such conduct to law enforcement.

3. Resources

The College is committed to providing support and assistance to victims as well as taking active measures to help assure the physical and emotional well-being of victims. A number of resources are available to assist victims of sexual misconduct.

Agape Christian Counseling	Winslow	(928) 289-0500
Ama Doo Alchini Bighan, Inc.	Chinle	(877) 698-0899
Apache Behavioral Health Services	Whiteriver	(928) 338-4811
Arizona Coalition Against Domestic Violence	http://www.azcadv.org/	(800) 782-6400
Catholic Charities Good Shepherd Center	Holbrook	(928) 524-9720
Community Counseling Centers	www.ccc-az.org/	(800) 435-2197
	Winslow	After-hours crisis line (928) 289-4658
	Holbrook	(928) 524-6126
	Show Low	(928) 537-2951
Indian Health Services	Chinle	(928) 674-7001
	Kayenta	(928) 697-4000
	Polacca	(928) 737-6000
	Whiteriver	(928) 338-4911
	Winslow	(928) 289-4646
LDS Family Services	Snowflake	(928) 536-4117

Little Colorado Behavioral Health Center www.lcbhc.org St. Johns (928) 337-4301
Springerville (928) 333-2683

National Domestic Violence Hotline <http://www.thehotline.org/> (800) 799-SAFE (7233)
(800) 787-3224 (TTY)

Navajo County Attorney's Family Advocacy Centers Show Low (928) 532-3120
<http://family-advocacy-center.org> CPS Hotline (888) 767-2445
<http://www.acfan.net/centers/navajo-county-center.htm>

New Hope Ranch St. Johns (877) 974-4673
(928) 337-5060

North Country Health Care Holbrook (928) 524-2851
Show Low (928) 537-4300
Springerville (928) 333-0127
St. Johns (928) 337-3705
Winslow (928) 289-2000
<http://www.northcountryhealthcare.org/>

Northern Arizona Regional Behavioral Health Authority (877) 756-4090
<http://www.narbha.org/contact/> 24-hour crisis line

Northland Family Help Center (Women and Children Only) (928) 527-1900
<http://www.northlandfamily.org/> Women's Shelter
(928) 527-1800 Youth Shelter
(877) 634-2723 24-hour crisis line

Project Safe House Domestic Violence Shelter Winslow (602) 289-4629

Rainbow Center Whiteriver (928) 338-4858

Rape, Abuse, and Incest National Network (RAINN) (800) 656-4673

Tohdenasshai Shelter Home Kayenta (928) 697-3635
877-697-8591 (24-hour Toll-Free Crisis Line)

White Mountain Apache Behavioral Health Center		(928) 338-4811
	http://www.wmabhs.org/	
White Mountain Apache Health Services		(928) 338-4811
White Mountain Association for Victims of Domestic Violence, Pinetop		800-224-1315
White Mountain Counseling	Show Low	(928) 532-3238
White Mountain S.A.F.E. House	http://www.wmsafehouse.org/	(928) 367-6017 (800) 244-1315
Whiteriver Indian Health Center	Whiteriver	(928) 338-4911

4. Filing a Complaint

For hearing impaired, please use the Arizona Relay Service at 711
 or 1-800-367-8939
 or internet assistance at <http://www.azrelay.org/>

Student Center Manager, or Academic Advisor, who will assist the victim with the filing of charges. Any student who becomes aware of an incident of sexual misconduct should contact the Campus or Center Office for advice and assistance and to help ensure that the College responds appropriately. The College may bring charges in the absence of a complaint from a victim.

When a victim reports such misconduct, the College will provide the victim with written notification of available options, including information on filing a complaint within the College, information on filing a criminal complaint, and information on pursuing both options at the same time. This notification will also include information about resources and supportive services available to the victim both on and off campus.

Employee victim

An employee victim of sexual misconduct may file a complaint with the Director of Human Resources, who will assist the victim with the filing of charges. Any employee who becomes aware of an incident of sexual misconduct should contact the Director of Human Resources for advice and assistance and to help ensure that the College responds appropriately. The College may bring charges in the absence of a complaint from a victim.

When a victim reports such misconduct, the College will provide the victim with written notification of available options, including information on filing a complaint within the College, information on filing a criminal complaint, and information on pursuing both options at the same time. This

notification will also include information about resources and supportive services available to the victim both on and off campus.

5. College Response to Crimes and Misconduct

The College recognizes the importance of offering victims of sexual misconduct immediate treatment, counseling, support, and assistance. In addition, appropriate interim measures to help assure the safety and well-being of the victim will be offered. Consideration of the victim's wishes will be taken into account throughout the process. The College may, however, have a legal obligation to investigate allegations of sexual misconduct, even without the cooperation of the victim.

When a student or employee reports that he or she has been the victim of dating violence, domestic violence, sexual assault or stalking, the victim will be provided with a written explanation of the victim's rights and options.

Victims of sexual misconduct or those who have been threatened with such misconduct may be entitled to obtain orders from civil or tribal courts to prevent violence or further violence. The College will endeavor to advise victims of the types of court orders that may be available.

When sexual misconduct of any kind is reported, the College will make all reasonable efforts to preserve confidentiality. Information will be restricted to those with a legitimate need for it. The College does not include the names or other identifying information of victims in any publicly available documents. If other procedure violations have occurred in connection with an assault, such as alcohol or substance use, the College generally will not pursue disciplinary actions against the complainant or against student witnesses to the misconduct. The College will make every reasonable effort to resolve a disciplinary charge within sixty days after charges are formally brought against an accused perpetrator.

If the complainant proceeds with both a disciplinary complaint and a criminal complaint, the College conduct process will normally proceed while the criminal action is in process. However, in such cases, the Vice President for Learning and Student Services may elect to stay the disciplinary process if a student is summarily suspended and the criminal matter remains open.

Where a victim may need a change in his or her academic, living, transportation or working situation, and it is within the power of the College to do so, the College will reasonably accommodate the victim's needs.

6. Interim Measures

Summary Suspension

In situations where the alleged offender is a student who may pose a threat to the safety of the victim or others, the Vice President for Learning and Student Services may impose on the alleged offender a summary suspension from the College, pending final resolution of the matter.

In situations where the alleged offender is an employee who may pose a threat to the safety of the victim or others, the College President may impose on the alleged offender a summary suspension from the College, pending final resolution of the matter.

Other Interim Measures

Where appropriate, the College will provide:

- Assistance with emergency rape crisis treatment and emergency medical services, including accompanying the survivor to the hospital or to the police.
- Guidance and support with filing charges through the College's disciplinary system and/or through the criminal justice process.
- Assistance in arranging other forms of assistance as appropriate, including counseling, medical assistance and pastoral care.
- Assistance in contacting community resources.
- Assistance in contacting the appropriate police department.

7. Procedures for Disciplinary Action in Matters that Involve Dating Violence, Domestic Violence, Sexual Assault or Stalking

When the College learns of alleged dating violence, domestic violence, sexual assault or stalking, the College President shall cause an investigation to be conducted. The investigation shall be

prompt, fair and impartial. The investigation shall be conducted by officials who, at a minimum, receive annual training on issues relating to dating violence, domestic violence, sexual assault and stalking and on how to conduct an investigation and hearing in a manner that protects the safety of victims and promotes accountability.

When an investigation indicates that there is reasonable cause to believe that a student has committed stalking, relationship violence, sexual harassment, sexual assault, or sexual misconduct, the College will take action to impose discipline.

Charges shall be prepared in writing either by the victim or under the direction of a Campus Manager, Center Manager, or Academic Advisor in the case of a student victim or under the direction of the Director of Human Resources in the case of an employee victim. The College President or designee will adjudicate all such charges.

Charges shall be presented to the accused in written form. A time shall be set for a hearing, which shall ordinarily be held within sixty days of charges being brought. The time within which a hearing will be held may be extended at the discretion of the College President, who may hear the charges personally, or who may appoint a designee or a hearing committee consisting of one administrator, one faculty member, and one classified staff member to hear and decide the charges. No one shall participate in deciding the charges who has a real or apparent conflict of interest or bias for or against the accuser or the accused.

Both accuser and accused shall be entitled to timely notice of all meetings relevant to the proceeding. Both accuser and accused shall be entitled to timely access to any information that will be used in the proceeding.

The accuser and the accused shall both be entitled to have an advisor present during all phases of the disciplinary process, including any hearing and any related meetings or proceedings. The College may not limit the accuser's or the accused's choice of advisor. The College may, however, impose restrictions on the extent to which advisors may participate in the proceedings and on advisors' conduct during the proceedings. Any such restrictions shall apply equally to the accuser and the accused.

The standard of evidence shall be preponderance of the evidence, i.e., whether it is more likely than not that the accused committed the alleged misconduct. The College President, designee, or the hearing committee will issue a written determination of the decision within ten days following the conclusion of the hearing. The accuser and the accused shall be promptly and simultaneously notified in writing of (1) the decision of the College President, designee, or hearing committee and of any decision as to the form of discipline to be imposed; (2) the procedures available for appeal; (3) any subsequent change to the result of the hearing; and (4) when the result in the matter will become final.

If the charges are found to have merit, the College President or designee will determine what discipline is to be imposed on the perpetrator and what other relief, if any, is in order. Discipline may include expulsion or reprimand if the perpetrator is a student. Discipline may include suspension, dismissal, or reprimand if the perpetrator is an employee. The College President or designee may also issue such additional orders as may be necessary to protect the victim or others from any further misconduct.

9. Retaliation

Students and employees are prohibited from retaliation, intimidation, threats, coercion or other discrimination against any individual for exercising that individual's rights or responsibilities under this procedure. Any such acts of discrimination should be reported to the Campus or Center Office in the case of students or to the Director of Human Resources in the case of employees.

REVISION OF DISTRICT GOVERNING BOARD POLICY 1000; PROCEDURE 2000

Summary:

NPC District Governing Board Policy 1000, and its corresponding Procedure 2000 had a first read for review or revision at the August 19, 2014 District Governing Board Meeting.

Recommendation: As Policy 1000 and Procedure 2000 follows the guidelines laid out by the Navajo County Elections Department for the Election of District Governing Board Members, no updates or changes are recommended by staff for this policy and procedure.

Policy 1000

Election of District Governing Board Members

Be it resolved that the Board delegates to the president of the college the authority to see that the procedures as outlined by the Navajo County Board of Supervisors are followed in the election of new Board members. (Rev 10/74)

Procedure 2000

Procedure for Election of Board Members

For the purpose of electing members to the Board, a qualified candidate must file a Nomination Paper/Affidavit of Qualifications, a candidate \$500 threshold exemption statement, and nominating petitions, conforming to the provisions set forth in A.R.S. §16-314. The five Navajo County Community College Districts are the same as the supervisory districts and encompass the precincts so delineated therein; i.e., District #1, #2, #3, #4, and #5 as attached. The minimum number of signatures needed for the nominating petition is 1/2 of 1% of the currently registered voters in that district. Such nominating petitions shall be submitted to Navajo County Election Services no later than 5 p.m., not less than 90 nor more than 120 days prior to the General Election. The names of all persons whose petitions have been duly filed in compliance with state statutes will be listed upon the General Election ballot.

District Governing Board member terms are normally 6 years in length, and the individual district election terms are staggered.

[Based on Policy #1000; Rev 5/05]



REQUEST TO APPROVE REVISION OF BOARD POLICY 1085 AND ASSOCIATED PROCEDURES 2010, 2015, 2020, 2025, AND 2035

Summary:

Northland Pioneer College District Governing Board Policy 1085 and Procedures 2010, 2015, 2020, 2025, 2030 and 2035 had a first read for review and revision at the August 19, 2014 DGB Meeting.

Staff makes the following recommendations for revision or review only for these policies and procedures.

Recommendation:

Staff has no recommendation for any updates or changes to Policy 1085.

Policy 1085 Powers and Duties of the District Governing Board

In order to carry out Board duties as outlined in A.R.S. D 15-1444, the Board shall elect such officers and adopt such rules governing its meetings and members, as it deems necessary. The Board will also determine duties and responsibilities of its members. (See Procedure 2035) (Rev 10/12/99 - merged with former 1095)

Recommendation:

Staff has no recommendation for changes or updates to Procedures 2010 or Procedure 2025

Procedure 2010

Appearance before the Governing Board

All persons desiring to appear before the Board will apply to the President of the college, who shall consult with the District Governing Board Chair to make the necessary arrangements for such appearance.

Citizens wishing to address the Board shall submit a written request to the Chair prior to the beginning of the meeting. The Board may allow that citizen to speak but may not take action on the matter, unless it refers to an agenda item. Remarks may be limited by the Chair.

[Based on Policy #1085; Rev 6/8/95, 8/04]



Procedure 2025
Restrictions of Individual Authority

Although the Board recognizes the special interest of a Board member in the campus located in his/her district, the legal authority is vested in the Board as a governing body and may be exercised only by formal action of the Board, with a quorum, taken in a regular or special meeting. No individual member of the Board may act on behalf of the Board unless specifically instructed by action of the Board.

[Based on Policy #1085; Rev 11/14/94]



Recommendation:

Staff recommendation is that the Board meet a minimum of ten times per calendar year.

Procedure 2015

District Governing Board Meetings

In order to carry out its responsibility for adopting policies governing the institution and to keep informed about the College's activities, the Board shall officially meet at least ~~eight (8)~~ **ten (10)** **times** each **calendar** year.

District Governing Board meetings shall be held at locations designated by the Board.

[Based on Policy #1085; Rev 11/14/94]



Recommendation:

In order to clarify the role of president and secretary of the board, the following additions to Procedure 2020 is recommended by staff.

**Procedure 2020
Officers of the Board**

A. In order to conduct the business of the Board in an orderly and effective way, the offices of president and secretary have been instituted. The president will preside as chair of all official board meetings. For informal purposes, the president will be referred to as 'Chair' to avoid confusion with the president of the college. When documents require the signature of the board chair, the title, President of the Board, will be used.

The term of these two offices shall be for a period of one year and shall be filled by a majority vote of the Board at the first meeting **in January** of each New Year. Newly elected officers will assume their duties at that meeting and may serve consecutive terms. Temporary appointments shall be made by a majority vote of the Board when vacancies occur.

B. The Board Chairperson (referred to as the Board President in Arizona Statute) is elected by the District Board at its January meeting, to serve for a period of one year. Normally, the chairperson is the only Board member authorized to speak for the Board publicly and officially. The Chairperson's responsibilities include but are not limited to the following:

a. The Chairperson shall ensure that the Board and its members act in accord with Board policies and consistent with the State of Arizona statutes.

b. The Chairperson shall call and preside at Board meetings.

c. The Chairperson shall ensure that discussions at Board meetings address matters which are appropriate and relevant to Board governance.

d. The Chairperson shall inform Board members of appropriate issues and processes that might affect the Board.

e. The Chairperson shall appoint Board members to committees as required.

f. The Chairperson is the principal Board member responsible for the Board-president relationship and shall be the primary Board member who interacts and communicates with the College President. However, the Chairperson cannot act without the agreement of the Board in matters such as supervising or directing the College President.

The Chairperson may delegate some of the above actions to another Board member, but the responsibility for these actions cannot be delegated.

C. The Board Secretary is elected by the District Board at its January meeting, to serve for a period of one year. The Secretary is the official custodian of all records of the District.



The Secretary's responsibilities include but are not limited to the following:

- a. The Secretary shall maintain a record and the official minutes of all meetings of the Board.
- b. The Secretary shall ensure that copies of the minutes of the previous meeting of the Board as well as an agenda for the next scheduled meeting of the Board are distributed to all Board members prior to the next scheduled meeting.
- c. The Secretary may delegate the day-to-day maintenance of the custody of records and assign duties pertaining to the recording of minutes of meetings and the distribution of the meeting agenda to a College employee approved by the President.

In the absence of the Chairperson, the Secretary shall preside over the meetings of the Board.

[Based on Policy #1085; Rev 5/05]



Northland Pioneer College

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

Recommendation:

Staff recommends the following changes to Procedure 2030.

Procedure 2030**Establishing Board Agenda**

In order to develop an agenda that systematically reflects items requiring action and attention by the Board, the college president shall follow the following steps:

- Review potential agenda items submitted by the President's staff.
- Accept suggested agenda items from individual Board members.
- Prepare a preliminary agenda ~~with review by the Chair of the Board as necessary.~~
- Prepare and post the Board agenda on the college website, with support materials, approximately one week before the next meeting.
- A "Public Comments" agenda item is also available for public statement.

All items submitted ~~through the shared governance process to the Executive Team~~ for Board consideration will be brought to the attention of the Chair of the Board.

[Based on Policy #1085; Rev 5/05; Rev 7/13]



Northland Pioneer College

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

Recommendation:

Staff recommends the following additions to Procedure 2035.

Procedure 2035**Board Duties and Responsibilities**

Board duties and responsibilities include the following:

1. To attend Board meetings.
2. To provide the leadership for the development and review of the college's mission and goals.
3. To provide the leadership for the development of policies to achieve the college's mission and goals.
4. To attend Arizona Association of District Governing Board meetings as designated.
5. To be informed so that they may respond to questions from and concerns of constituents, and be prepared to participate effectively in Board meetings.
6. To support college activities by promotion and attendance.
7. To represent local campus/center and constituency concerns while retaining Board district perspective.
8. To have an understanding of the difference between policy and procedure.
9. To carry out committee assignments.
10. Annual Board self-assessment.
11. Annual presidential review and evaluation.

[Based on Policy #1085; Rev 5/05]





Northland Pioneer College

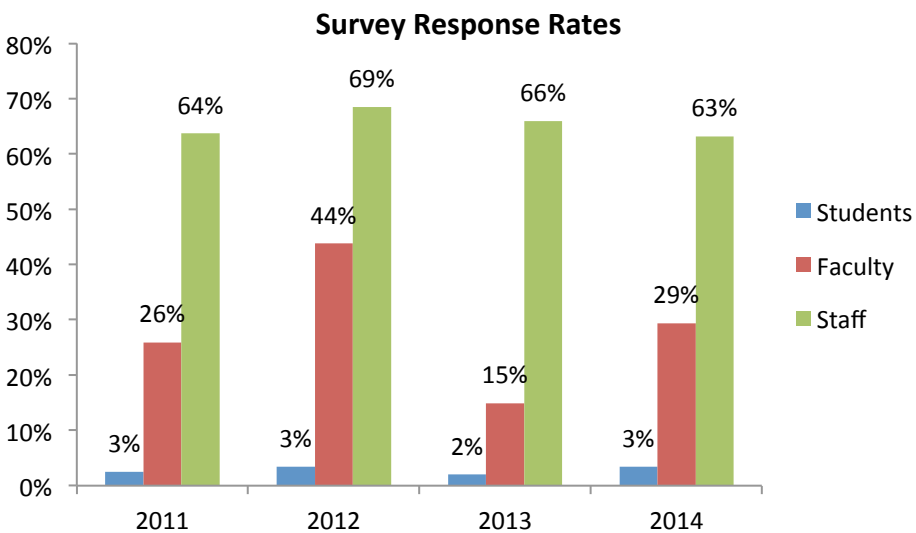
EXPANDING MINDS • TRANSFORMING LIVESSM

Technology Survey

Spring 2014

Executive Summary

Northland Pioneer College has been surveying students, faculty, and staff as part of the Equitable Access to Gainful Learning Experiences project’s assessment process for the last four years. The response rates stayed fairly stable over the years for students and staff but fluctuated quite a bit for faculty. Exploring ways to engage more faculty in participating in the surveys seems the most important from the survey’s validity perspective.



The key findings are:

- Facilitating connectivity for students’ own laptops (devices) to the NPC’s internet network is equally important as providing NPC computers for students to study and work on their class assignments.
- Students’ satisfaction with technology remained fairly stable over the last four years, while staff and faculty reported increased satisfaction with all surveyed aspects of technology. Since most faculty and staff have been with the institution during the last four years their perspectives are shaped by their past experiences and a relative improvement of the technology over time.
- Learning and teaching became significantly richer in the use of media, especially digital audio, video, and presentations.
- Interestingly, the last survey detected a decrease in the use of technology for personal purposes for faculty and students. Perhaps, this indicates a need to balance their increasingly more technology-intensive professional lives.

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1. Introduction

In fall 2010 Northland Pioneer College was awarded a U.S. Department of Education grant under Title III, part A of NASNTI Program to implement the Equitable Access to Gainful Learning Experiences (EAGLE) project (award # P031X100002). Part of the Evaluation Plan of the grant is to administer and analyze annual student, faculty, and staff surveys to assess the use of technology on NPC campuses and centers and to track the EAGLE project effectiveness.

The audience-specific surveys focused primarily on

- satisfaction with technology at NPC, specifically with internet connection reliability and speed, availability of “smart” classrooms, and communication technology; and
- usage of technology for school, work, instruction, research and personal purposes.

2. Methods

The three individually fielded **Technology Surveys** were administered via a web-based survey tool to three distinctive audiences from April 24th through May 23rd, 2014. The survey instruments consisted of multiple choice and scale-based questions. The survey populations were defined as:

- Students: All NPC students enrolled in at least one credit-bearing class in spring 2014
- Faculty: All faculty teaching at least one course in spring 2014
- Staff: All staff employed at NPC as of May 7, 2014

The same instruments to the three populations defined in the same way were fielded in spring 2011, 2012, and 2013.

The following table describes the population and sample size for each separate survey as well as the associated response rates and confidence intervals¹ at 95 percent confidence level².

	Students	Faculty	Staff
Population Size	3,731	163	133
Sample size	127	48	84
Response rate	3.4%	29.4%	63.2%
Confidence interval	+/- 8.6%	+/-11.9%	+/-6.5%

¹ The confidence interval describes the probable difference between surveying everyone in the population versus surveying a sample drawn from this population. For example, if 80% of the students sampled indicated satisfaction in a specific content area, the actual (true) population parameter falls in the range of 71.6% - 88.4% (80% +/- 8.4%) satisfaction.

² The confidence level describes how sure we can be about the population parameter falling within the confidence interval range. Continuing with the above mentioned example, we can be 95 percent sure that the actual (true) population parameter falls in the range of 71.6% - 88.4% (80% +/- 8.4%).

Response rates of the 2014 surveys were higher for students and faculty and slightly lower for staff than those in 2013. Major changes in responses over time are noted to provide additional context.

3. Findings

3.1. Dependence on Technology (students only)

When the technology surveys started to track students' dependence on technology in 2011, respondents indicated a greater dependence on computer labs than ability to connect their own devices to the NPC network. In the 2013 administration of the survey students indicated a greater need to connect their own laptops than to use NPC's equipment and in the most recent survey cycle (2014) the needs appear to be about the same.

Table 1: Student Dependence on Technology

	1-5 scale/ Not at all - Very much	
Students	Mean	St. Deviation
Dependence on connecting laptop to the internet on NPC campus.	3.2	1.7
Dependence on using NPC computers (in the labs or library) to study, complete projects, and prepare for classes.	3.3	1.6

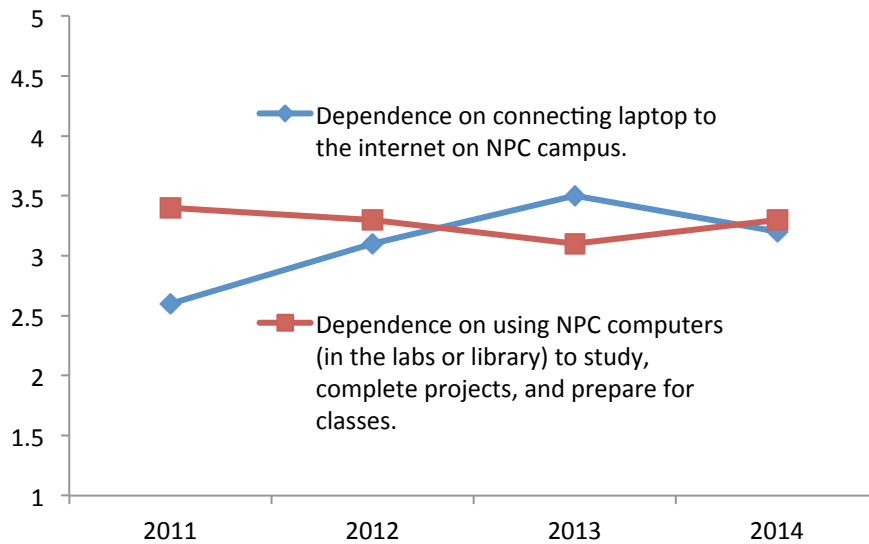


Chart 1: Student Dependence on Technology - Trend

3.2. Satisfaction with Technology

In all categories students, faculty, and staff reported above average satisfaction (on a scale 1 to 5, with 1 being not satisfied at all and 5 being satisfied very much, a score below 3 can be considered below average). In general, students were more satisfied with the internet connection speed and reliability than faculty or staff. The 2014 survey showed notable improvements in faculty's satisfaction with availability of model classrooms and communication technology.

Table 2: Satisfaction with Internet Connection

Satisfaction*	Students		Faculty		Staff	
	Mean	St. Dev.	Mean	St. Dev.	Mean	St. Dev.
Speed of the internet connection (affecting the time it takes to download/upload files and ability to stream video online)	4.2	1.2	3.7	1	4	1.1
Reliability of the internet connection (lack of down-time due to lost connectivity)	4.2	1.1	3.7	1	3.8	1.1
Availability of "smart" or model classrooms (classrooms with up-to-date technology, including projectors, computers, etc.)	4.1	1.2	4.2	1.5		
Communication technology (video and teleconferencing, chat, voicemail etc.)			3.8	1.3	3.8	1.2

*1-5 scale/ Not at all - Very much

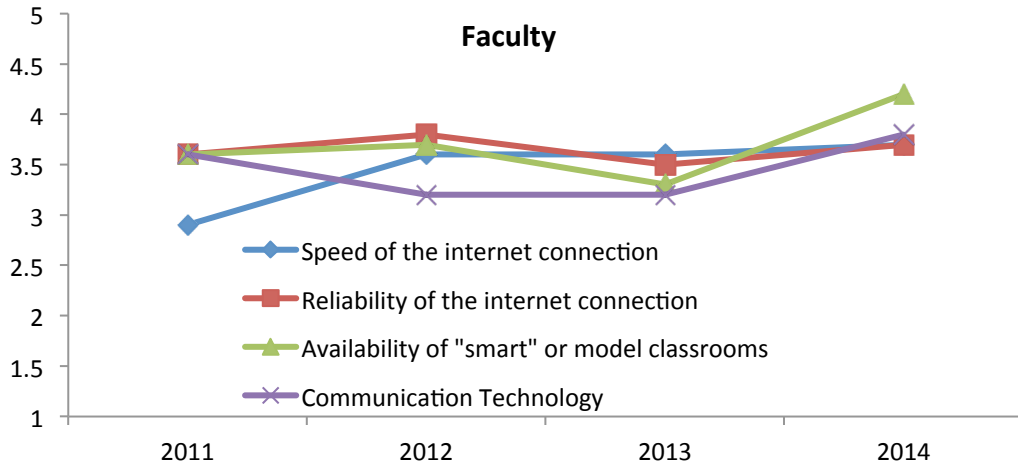


Chart 3: Satisfaction with Technology - Faculty

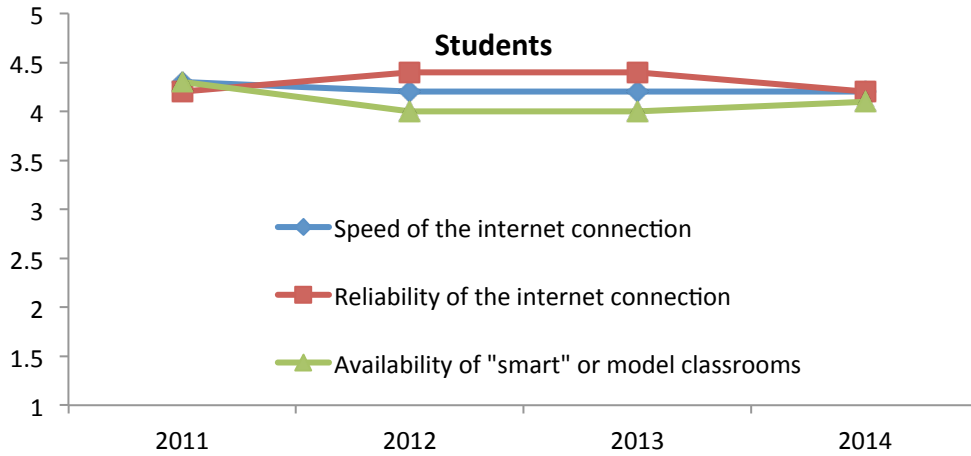


Chart 2: Satisfaction with Technology - Students

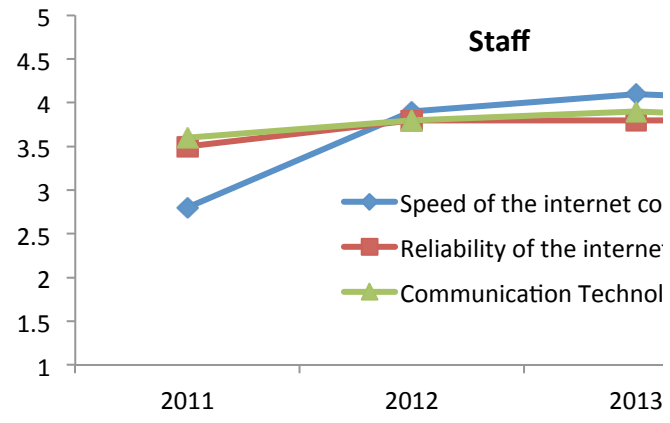


Chart 4: Satisfaction with Technology - Staff

3.3. Use of Technology

Work, Learning, and Instruction

Since last year, staff reported to significantly increase the use of streaming audio/video and decrease video-conferencing. It is likely that little or no change in usage happened and the reported statistics are just a factor of interpretation by the survey respondents of what each particular technology actually represents. Notable changes over the last four years can be detected in how technology evolved in the context of learning and instruction (Charts 4 and 5). Both teaching and learning became significantly more influenced by the use of media—video, audio, and presentations. For example, the use of digital presentations by faculty increased from reported 55 percent in 2011 to 90 percent in 2014. The greatest gains for students are recorded in streaming video and audio. The color in Table 4 identifies technology that is reported to be used by at least half of the respondents in each sample category.

Table 3: Use of Technology

Type of Technology	School (Students only)	Instruction (Faculty only)	Research (Faculty only)	Work (Staff only)
Digital presentations	54%	90%	8%	61%
Digital image manipulation software	18%	17%	2%	29%
Digital audio	45%	44%	0%	42%
Digital video	47%	58%	4%	45%
Streaming audio/video	54%	60%	2%	60%
Course website	54%	67%	2%	50%
Model classrooms	60%	40%	0%	N/A
Video conferencing	50%	19%	2%	62%
Projector	N/A	58%	2%	52%
Clickers	N/A	8%	0%	N/A
Plagiarism detection	N/A	17%	2%	N/A

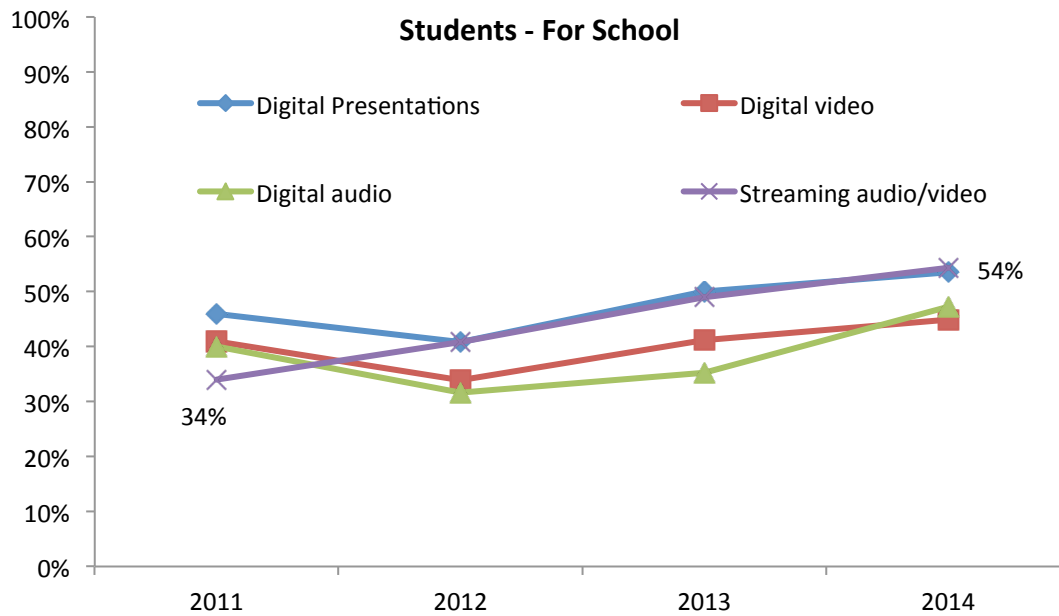


Chart 5: Use of Technology - Students

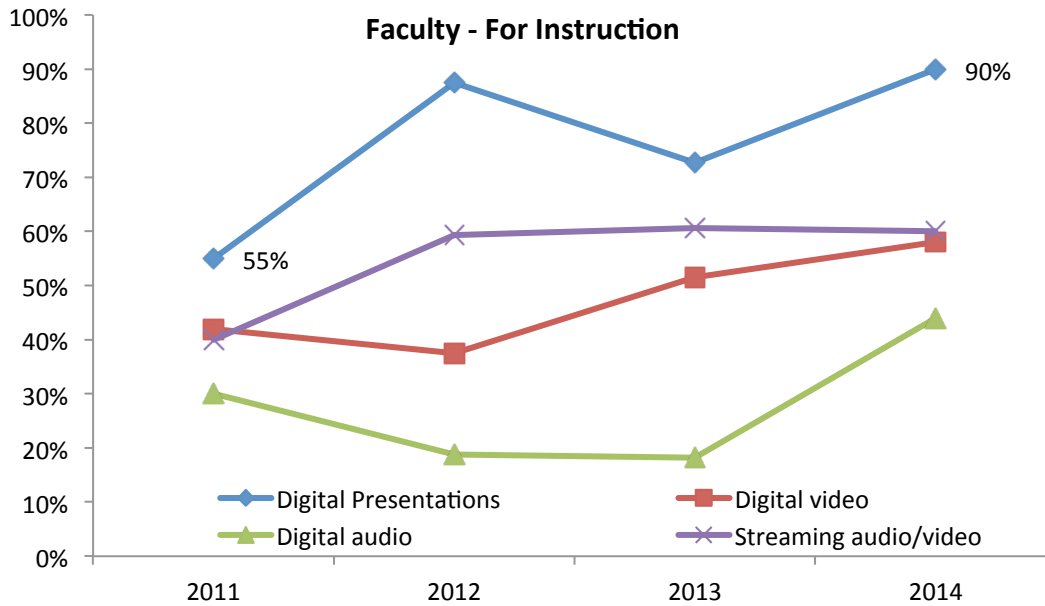


Chart 6: Use of Technology - Faculty

Personal Use

When it comes to the use of technology for personal needs, both students and faculty reported a decrease across almost all categories. For faculty the decrease was more pronounced. Staff reported to significantly increase the use of streaming audio/video.

Table 4: Personal Use of Technology

Personal Use			
Type of Technology	Students	Faculty	Staff
Digital presentations	19%	15%	24%
Digital image manipulation software	28%	13%	45%
Digital audio	26%	15%	32%
Digital video	26%	17%	31%
Streaming audio/video	39%	13%	44%
Course website	6%	4%	18%
Smart classrooms (model classrooms rich in instructional	5%	0%	N/A
Video conferencing	12%	10%	13%
Projector	N/A	4%	8%
Clickers	N/A	0%	N/A
Plagiarism detection	N/A	2%	N/A

Technology in Instruction Delivery

Thirty-one percent of responding faculty members indicated teaching at least one online class and 27 percent teaching a hybrid class. Seventy three percent of the faculty reported their in-person classes required a significant use of technology. The results are similar to the last year survey.

Table 5: Teaching with Technology

Faculty Responses		
	N	Percent of Cases
At least one of my classes is taught completely online.	15	31%
At least one of my classes can be considered a hybrid class (a combination of in-person and online instruction).	13	27%
My in-person classes require a significant use of classroom technology (computers, projectors, access to the internet, etc.)	35	73%

4. Comments

In general, faculty that used model classrooms for instruction like the installed technology, especially the SmartBoard. The class configurations and cameras’ positions pose some challenges. For students, interruptions due to difficulties with video or audio and the need for frequent tech support are distracting. Some students reported dissatisfaction with outdated software, others are quite happy with their overall experience with technology at NPC. Detailed (verbatim) comments are below.

Faculty Comments: “If you have taught in the model classroom, please briefly summarize your experience.”

- We lack technology at WRV center. I work in the TLC room. We need projectors and SMART boards to help our classes and we do not have any. It is 2014 and I lecture out of a book on a white board. It would be nice to be able to implement technology in my classes but, with it lacking as much as it does it is impossible. I hope that is something that the tech team plans on fixing ASAP. Thank you for listening to me!
- We have a smart board in our classroom and I find it very beneficial. It's used daily especially during our theory classes.
- Sometimes problems with Smart Board not working correctly.
- Not too bad. There is still a need for monitors allowing instructors to see what their students at other locations see. And the Smartboard in the audio room at the WMC still has "Jiggle" problems.
- Love SmartBoards, I realize cameras are helpful, but hate to have IS bogged down over their placement due to many cooks spoiling that broth. Doc cam handy, keep 'em if you can. Because

trying to accommodate EVERY different preference is a challenge, I hope "the basics" can be standardized/default, while preferences require more effort by those who wish for them...

- It's simply not as good as being in the room with all the students. It is awkward, frustrating, and "better than nothing," at best.
- I taught only the experimental semester and found that the problems with the technology and lack of experience with the platform caused major problems in delivering the content of the course. Has been much easier to teach in the video format.
- I prefer teaching in the Model classrooms. I do not like the layout where some of my students are at my back when I talk to the distance students. I don't like that center whiteboards are smaller than the campus boards, because it makes the print smaller and harder for the students to read (with shared doc or browser). The confidence monitor is a necessity for good instruction
- I like to use the smartboard a lot, even though my class is all in the room. Sometimes streaming video from the internet (that is streaming, right?) won't work. I play videos and it works fine. What I don't like is how the computers in these classes are off in the corner facing away from the students. That's just not good practice, and even a brief interruption to address the computer is an unnecessary distraction. Not all that we need to do can be commanded from the SmartBoard, or perhaps I just don't know.
- Good experience. Need "confidence" monitor as well as ability to stream video easily and on demand.
- Generally positive although not without some frustrations

Student Comments: "Please provide any comments or suggestions for improving information technology at Northland Pioneer College."

- While I have never had any negative experiences with the technology that I utilize at NPC, I would ask that the college remind its library staff that treating others kindly is a priority. I have had many negative experiences with librarians at the college including being yelled at for having the volume up too high on in the Audio classroom (even though it was so low that I could not hear it) and for whispering to a friend for five seconds (I am not exaggerating). I have spoken to many students that have exp
- Video classes are interrupted due to technical problems. Ineffective use when the "system is down" and class is cut short or continues with in-class assignments.
- This semester in my Video I classroom, was by far my worst experience ever since I have attend NPC, the connection was horrible and effected my learning and education. I know the instructor did his best to deal with as much as he could and I know we canceled classes several times since we were unable to make proper connections and have a class discussion, as was most of our classes.
- There should be an option for online password recovery.
- There seems to be recurring problems with the audio and sometimes the video in classrooms that reach to other campuses. Those should be fixed for a better learning experience.

- There are several security updates that have not been installed for most of the semester, mostly on Windows 7 machines. Also, the Apple iMac computers are running several year old operating systems. They should really be updated to get the latest security updates also.
- The WiFi is touch and go and is not really reliable. The video classrooms this year are terrible. I have four classes over the video system and there has been a connection problem every single week. Sometimes I miss part of the lecture and twice class was canceled because the system was down. If you want to provide the same opportunities to all of your students you need to ensure that the system can connect and stay connected every time.
- The WiFi Connection does not reach all classrooms.
- The information technology I utilize at NPC for classroom instructions and homework is well suited for the projects I do on campus. Thank you for the services that NPC provides.
- The Audio Video classrooms have a lot of problems on Monday morning when connecting to the other campuses. They seem to get messed up over the weekend, especially if we have had power outages over the weekend. Someone needs to be there BEFORE class starts and make sure everything is working right.
- Support more browsers or at least the most current versions. NOT bleeding edge of technology but at least leading edge.
- Require instructors to take a course in general computer skills!! Most teachers do not know how to manipulate the mac computers and video classes.
- Not having to wait for IT to set up moodle would give time back to the teachers and tutors. Not having dropped ado or video during class would also increase learning time w/o interruptions.
- New Chairs that work in the science labs. Exact materials required for the classes explained when registering.
- Needs to update. Outdated windows program and outdated computers.
- My personal desktop, I utilize to complete classroom assignments is hampered by an old system which can't read my Word Pro Software at NPC's Main Campus. That certainly needs to be upgraded.
- My last year at NPC I had no problems. Everything was excellent.
- More instruction how to use tools available to students without a strong back round in tech.
- More improvements with NPC fb & other social networking sites (like more updates of what is going on with activities or upcoming events).
- Moodle needs help. The teacher is always having to go in and correct something that moodle changed.
- Loved how the library system was really convenient and quick.
- It would be nice to be able to present from the video classes without calling the support center. I always think to myself, when problems arise, especially toward the beginning of semesters, that everything should have already been thoroughly tested, to be ready for classes to start.
- it is very difficult trying to find your instructors email address
- it is good
- i would like it if it were easier to locate your teachers and have your current GPA available in MYNPC.

- I love being a student. It has been a real challenge for me ... rusty ...anyhow, I've learned the hard way that I should take less classes at once. Mostly, I want to thank you for the amazing ladies who have been my teachers this year. Tracy Chase and Kathleen Bentley. Wonderful ladies and teachers. Thank you
- I have no suggestions
- I have had no issues, however I would like more knowledge on all the modern technologies at the school.
- I don't know what to say.
- I don't generally use the internet at the NPC campus. I am enrolled in one class that is a video class but the instructor is present in our classroom and we often have issues with the video system. Some of our assignments are on Moodle, which I hate. Moodle is not user friendly at all, especially after having taken courses at large Universities with more advanced online classrooms. I am sure Moodle is cheap or even free which helps to eliminate some cost to students by way of tuition expenses but it can be
- I believe that the IT individual or group of individuals need to be fired and replaced by a group or an individual that actually knows what they are doing. I don't mean this comment in a negative way, I am only stating how I truly feel about the topic.
- I am very happy with my npc teachers and sandy manor, they are always willing to help me at anytime
- Enhance Linkage Between different Campus' When Using Video/Model Classes.
- Currently all classes I have taken through video or smart board has work great for myself at the Whiteriver Center campus.
- Chairs in the library and computer labs are very painfull to sit in.
- Adobe products are dated which creates unnecessary software challenges. The instruction on some of these programs is lacking. CIS 113 being the example. Waste of time and money taking that class.

5. Appendix: Sample Demographics

5.1. Students

More than one third of student-respondents reported taking classes mostly in Show Low. Sixty five percent (an increase from 58 percent reported last year) of responding students plan to earn associate degrees and 12 percent intends to transfer to a university (a decrease from 23 percent from the last year). More than half of those who responded attend NPC part time.

Table 6: Primary Location of Classes

Primary location of classes		
	Frequency	Percent
Show Low	47	37%
Holbrook	12	9%
Online	11	9%

Winslow	23	18%
Snowflake/Taylor	4	3%
Hopi Center	4	3%
Kayenta	12	9%
Springerville-Eagar Center	3	2%
St. Johns Center	3	2%
The Whiteriver Center	8	6%
Total	127	100%

Table 7: Primary Goal for Taking Classes

Select your primary, most immediate goal for taking classes at NPC.		
	Frequency	Percent
To earn an associate's degree	82	65%
To transfer to a university	15	12%
To earn a certificate	11	9%
For professional improvement	11	9%
For personal enrichment	8	6%
Total	127	100%

Table 8: Full-time or Part-time Attendance

Full-time/Part-time		
	Frequency	Percent
Full-time	61	49%
Part-time	64	51%
Total	125	100%

5.2. Faculty

Half of the faculty-respondents teach classes in Show Low and a quarter in Holbrook. Because faculty may teach multiple classes in (or from) a different location, the total number of responses in table 10 exceeds the number of respondents. More than three quarters of faculty who responded to the survey have been teaching at NPC for at least five years and nearly 80 percent were full-time faculty.

Table 9: Location of Classes Taught by Faculty

Faculty/ Location	Responses		Percent of Cases
	N	Percent	
Winslow	12	14%	25%

Holbrook	12	14%	25%
Snowflake/Taylor	9	10%	19%
Show Low	24	28%	50%
Springerville-Eagar Center	4	5%	8%
Hopi Center	3	3%	6%
St. Johns Center	6	7%	13%
Online	10	12%	21%
Kayenta	1	1%	2%
The Whiteriver Center	5	6%	10%
Total	86	100%	

Table 10: Years of Teaching at NPC

Faculty: Years of teaching		
	Frequency	Percent
Less than 5 years	10	21%
Between 5 and 10 years	15	31%
Between 10 and 15 years	12	25%
More than 15 years	11	23%
Total	48	100%

Table 11: Full-time/Adjunct Status of Faculty

Faculty: Full-time/Adjunct		
	Frequency	Percent
Full-time	38	79%
Part-time	10	21%
Total	48	100%

5.3. Staff

Nearly 90 percent of the staff-respondents work from Holbrook, Show Low, or Snowflake/Taylor. Less than ten percent of them reported being employed part-time and more than half of them have been working at NPC at least five years.

Table 12: Staff Location

Staff: Primary location		
	Frequency	Percent
Holbrook	42	50%
Show Low	17	20%
Snowflake/Taylor	14	17%
Winslow	6	7%

Hopi Center	1	1%
Springerville-Eagar Center	0	0%
Kayenta	2	2%
St. Johns Center	1	1%
The Whiteriver Center	1	1%
Total	84	99%*

*Not 100% due to rounding.

Table 13: Full-time/Part-time Status of Staff

Staff: Full-time/Part-time		
	Frequency	Percent
Full-time	79	94
Part-time	5	6
Total	84	100

Table 14: Length of Staff Employment at NPC

Staff: Employment length		
	Frequency	Percent
Less than 5 years	39	46%
Between 5 and 10 years	19	23%
Between 10 and 15 years	14	17%
More than 15 years	12	14%
Total	84	100%

NORTHEAST ARIZONA TRAINING CENTER AUDITED FINANCIAL STATEMENTS AS OF JUNE 30, 2014

Summary:

The NATC financial audit report and associated letter to the NATC board have been received. The audit resulted in an Unqualified Opinion on the Financial Statements with no findings. The audit was conducted by Nordstrom and Associates of Flagstaff. The audit was completed in a timely manner for inclusion in the College's 2013 single audit report as a component unit; a requirement of the Arizona Office of the Auditor General.

The efforts of Lauren Sedillo and Maderia Ellison, along with Stuart Bishop and Dannell Elkins, are particularly notable in being able to obtain and organize the required documentation for this successful audit report.

Staff will briefly review the audit report and be prepared to answer questions.

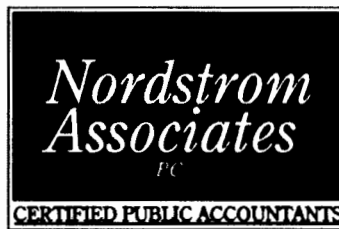


NORTHEAST ARIZONA TRAINING CENTER, INC.

FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

Bruce J. Nordstrom, CPA
Godfrey C. Loper, Jr., CPA
Marjorie T. McClanahan, CPA
Timothy D. Hansen, CPA



MEMBER
American Institute of
Certified Public Accountants
Arizona Society of Certified
Public Accountants

Independent Auditors' Report

The Board of Directors
Northeast Arizona Training Center, Inc.

We have audited the accompanying financial statements of Northeast Arizona Training Center, Inc. (a non-profit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northeast Arizona Training Center, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Nordstrom & Associates, P.C.

August 8, 2014

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Northeast Arizona Training Center, Inc.
Statements of Net Assets
June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>Assets</u>		
Current assets		
Cash	\$ 66,719	\$ 100,392
Accounts receivable	-	8,100
Prepaid expenses	<u>3,742</u>	<u>3,313</u>
Total current assets	<u>70,461</u>	<u>111,805</u>
Property and equipment	2,486,752	2,486,752
Less accumulated depreciation	<u>(626,291)</u>	<u>(533,858)</u>
Net property and equipment	<u>1,860,461</u>	<u>1,952,894</u>
Total assets	\$ <u>1,930,922</u>	\$ <u>2,064,699</u>
<u>Liabilities</u>		
Current liabilities		
Accrued interest	\$ -	\$ 8,925
Deferred revenue	500	-
Long-term obligations due within one year	<u>25,000</u>	<u>25,000</u>
Total current liabilities	<u>25,500</u>	<u>33,925</u>
Long-term Debt		
Note payable - Town of Taylor	345,000	370,000
Less current portion of long-term obligations	<u>(25,000)</u>	<u>(25,000)</u>
Total long-term debt	<u>320,000</u>	<u>345,000</u>
Total liabilities	<u>345,500</u>	<u>378,925</u>
<u>Net assets</u>		
Unrestricted	<u>1,585,422</u>	<u>1,685,774</u>
Total net assets	<u>1,585,422</u>	<u>1,685,774</u>
Total liabilities and net assets	\$ <u>1,930,922</u>	\$ <u>2,064,699</u>

See accompanying notes to financial statements.

Northeast Arizona Training Center, Inc.
Statements of Activities
Years ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Operating Revenue		
Fire department membership fees	\$ 13,500	\$ 13,500
Law enforcement membership fees	9,000	10,000
Facilities lease	26,000	8,100
In-kind donations	10,445	-
Private agency usage	<u>3,000</u>	<u>7,785</u>
Total operating revenue	<u>61,945</u>	<u>39,385</u>
Operating expenses		
Administrative and office	20,622	11,427
Maintenance expenses	18,279	86,462
Utilities	13,775	15,272
Depreciation	<u>92,433</u>	<u>92,227</u>
Total operating expenses	<u>145,109</u>	<u>205,388</u>
Operating loss	<u>(83,164)</u>	<u>(166,003)</u>
Other income/expenses		
Interest income	37	234
Loss on asset disposal	-	(901)
Interest expense	<u>(17,225)</u>	<u>(18,350)</u>
Total other income/expenses	<u>(17,188)</u>	<u>(19,017)</u>
Change in net assets	(100,352)	(185,020)
Net assets at beginning of year	<u>1,685,774</u>	<u>1,870,794</u>
Net assets at end of year	\$ <u><u>1,585,422</u></u>	\$ <u><u>1,685,774</u></u>

See accompanying notes to financial statements.

Northeast Arizona Training Center, Inc.
Statements of Cash Flows
Years ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>Cash flows from operating activities</u>		
Receipts from members and users	\$ 60,100	\$ 31,285
Payments to vendors	(42,659)	(116,474)
Interest income	36	234
Interest paid	<u>(26,150)</u>	<u>(19,561)</u>
Net cash used by operating activities	<u>(8,673)</u>	<u>(104,516)</u>
<u>Cash flows from financing activities</u>		
Payment of long-term debt	<u>(25,000)</u>	<u>(20,000)</u>
Net cash used by financing activities	<u>(25,000)</u>	<u>(20,000)</u>
<u>Cash flows from investing activities</u>		
Cash paid for asset acquisition and construction	<u>-</u>	<u>(91,554)</u>
Net cash used by investing activities	<u>-</u>	<u>(91,554)</u>
Net change in cash	(33,673)	(216,070)
Cash at beginning of year	<u>100,392</u>	<u>316,462</u>
Cash at end of year	\$ <u>66,719</u>	\$ <u>100,392</u>
Reconciliation of change in net assets to net cash used by operating activities		
Change in net assets	\$ (100,352)	\$ (185,020)
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	92,433	92,227
Loss on disposal of assets	-	901
Changes in assets and liabilities:		
Accounts receivable	8,100	(8,100)
Prepaid expenses	(429)	(3,313)
Deferred revenue	500	-
Accounts payable and accrued expenses	<u>(8,925)</u>	<u>(1,211)</u>
Net cash used by operating activities	\$ <u>(8,673)</u>	\$ <u>(104,516)</u>

See accompanying notes to financial statements.

NORTHEAST ARIZONA TRAINING CENTER, INC.

Notes to Financial Statements

June 30, 2014 and 2013

(1) Organization

Northeast Arizona Training Center, Inc. (NATC) was incorporated as a not-for-profit organization in the state of Arizona in 2004. NATC's mission is to own and operate a certified all risk regional training center to meet the educational and testing needs of fire and law enforcement professional in Northeast Arizona. In 2012, the bylaws of NATC were amended to have the voting members of the board of directors be personnel of Northland Pioneer College. Due to the control exercised by Northland Pioneer College, NATC is now considered to be a component unit of Northland Pioneer College. Northland Pioneer College provides certain personnel and other expenses incurred for the benefit of NATC. Northland Pioneer College holds some of its classes in the NATC's training facility and owns certain educational assets utilized in the training facility. The revenue raised and expenses incurred by Northland Pioneer College for the operation of the Northeast Arizona Training Facility are not included in these financial statements.

(2) Nature of Operations and Summary of Significant Accounting Principles

(a) Nature of Operations

NATC owns and operates a regional training center which is utilized by Fire and Law Enforcement personnel throughout Northeast Arizona. NATC derives its operating revenues primarily through membership dues paid by the various user agencies and through user fees charged to other private organizations.

(b) Basis of Accounting

NATC maintains its accounts on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(c) Financial Statement Presentation

NATC presents its financial statements in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958. Accordingly, NATC reports information regarding its financial position and activities according to three classes of net assets: permanently restricted, temporarily restricted, and unrestricted.

Permanently restricted net assets – Net assets subject to donor-imposed stipulations that they be maintained permanently by the NATC. Generally, the donors of these assets permit NATC to use all or part of the income earned on related investments for general or specific purposes. At June 30, 2013 and 2014, NATC had no permanently restricted net assets.

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. At June 30, 2013 and 2014, NATC had no temporarily restricted net assets.

Unrestricted net assets – Net assets which include unrestricted resources which represent the funds that are available for the operating objectives of NATC.

NORTHEAST ARIZONA TRAINING CENTER, INC.

Notes to Financial Statements

June 30, 2014 and 2013

(2) Summary of Significant Accounting Principles (cont.)

(d) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates. The most significant estimate impacting NATC is the depreciable lives of fixed assets.

(e) Cash and Cash Equivalents

Highly liquid investments with an original maturity of three months or less are classified as cash equivalents and are stated at fair value.

(f) Property and Equipment

NATC capitalizes all property and equipment expenditures with a cost of \$5,000 or more and having estimated useful lives of more than one year. Property and equipment are recorded at cost or, for donated items, at fair value as of the date received. Expenditures for minor replacements, maintenance and repairs are charged to expense when incurred. Property and equipment are depreciated using the straight-line method over estimated useful lives ranging from five to fifty years.

(g) Income Taxes

The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for Federal or State taxes has been made. Continued tax-exempt status is contingent on future operations being in compliance with the Internal Revenue Code.

(3) In-Kind Donations

During the fiscal year ending June 30, 2014, NATC received in-kind donations consisting of three police vehicles from member agencies which were valued at \$5,500 and facility maintenance services from Navajo County which were valued at \$4,945. None of the vehicles received exceeded NATC's capitalization threshold and thus were expensed when received.

(4) Related Party Transactions

Northland Pioneer College provides certain use of facilities and staff services which benefits NATC. However, since these provided facilities and services also benefit Northland Pioneer College's educational programs, no value for these amounts are recorded on NATC's financial statements.

Northland Pioneer College also leases the training facility and equipment on a year to year lease. The lease income to NATC from Northland Pioneer College was \$26,000 and \$8,100 for the years ended June 30, 2014 and 2013, respectively.

NORTHEAST ARIZONA TRAINING CENTER, INC.

Notes to Financial Statements

June 30, 2014 and 2013

(5) Property and Equipment

Property and equipment consists of the following at June 30, 2013 and 2014:

	2014	2013
Land	\$ 110,000	\$ 110,000
Buildings	293,971	293,971
Training facilities	2,082,781	2,082,781
	2,486,752	2,486,752
Less accumulated depreciation	(626,291)	(533,858)
	\$ 1,860,461	\$ 1,952,894

(6) Long-term Debt

Note payable to the Town of Taylor, due in annual principal payments, interest at rates of 2.75-5.00% due semi-annually, secured by a deed of trust on the property of NATC.

	2014	2013
	\$345,000	\$370,000

The scheduled maturities of long-term debt are as follows:

<u>Year ending June 30,</u>	<u>Amount due</u>
2015	\$ 25,000
2016	25,000
2017	25,000
2018	30,000
2019	30,000
Thereafter	210,000
	\$345,000

(7) Subsequent Events

Management has evaluated subsequent events through August 8, 2014, the date that the financial statements were issued. No significant subsequent events have been identified that would require adjustment of or disclosure in the accompanying financial statements.

AZCC 2014 Student Outcomes and Progress Report/District Outcomes Report

Summary: In 2011, Arizona's community colleges embarked upon a long-term Strategic Vision to significantly increase the number of Arizonans who achieve their postsecondary education and training goals, complete a degree or certificate, and/or transfer to a university. In order to measure progress toward the three major goals outlined in the Strategic Vision, the colleges have implemented a rigorous self-assessment and accountability process centered around the annual collection and distribution of data related to 30 key indicators. Data presented in the 2014 Strategic Vision Student Progress and Outcomes Report, some of which are highlighted in the attached reports, identify areas of strength, as well as places where Arizona's community colleges will need to focus their efforts in order to improve student access, retention, and completion.

Two reports are attached for the Board's review and information: The statewide 2014 Student Outcomes and Progress Report and the 2014 District (NPC) Outcomes Report. Staff will answer any questions board members may have related to the reports or data contained therein.



2014

ARIZONA COMMUNITY COLLEGES
OUTCOMES REPORT



OUR VISION

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

GOALS

COMPLETION, RETENTION, ACCESS

COMPLETION

Degree/Certificate Completion	2-3
Percent of Transfers with AGEC and/or Degree	4-5
Percent of Occupational Learners Earning Credentials	6-7
Percent of Learners Achieving a Successful Outcome	8-9

RETENTION

Fall-to-Fall Retention	10-11
Course Success	12-13

ACCESS

Success After Remediation	14-15
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APPENDIX

ACCESS Indicators	16
RETENTION Indicators	17
COMPLETION Indicators	18-19

ACHIEVING OUR GOALS

“Strong economies are characterized by an abundance of well-paying jobs; and overwhelmingly, well-paying jobs are held by individuals who have knowledge and skills obtained through education beyond high school.”¹

By improving retention and completion rates, and by safeguarding access for all learners, Arizona’s community colleges will help to generate a more robust economy, support a growing workforce, and create better opportunities for future generations of Arizonans.

INTRODUCTION

In 2011, Arizona's community colleges embarked upon a long-term Strategic Vision to significantly increase the number of Arizonans who achieve their postsecondary education and training goals, complete a degree or certificate, and/or transfer to a university. **In order to measure progress toward the three major goals outlined in the Strategic Vision, the colleges have implemented a rigorous self-assessment and accountability process centered around the annual collection and distribution of data related to 30 key indicators.** Statewide data pertaining to these 30 indicators can be found in the 2014 Strategic Vision Student Progress and Outcomes Report, and online at www.arizonacommunitycolleges.org/outcomes.

This document complements the 2014 Strategic Vision Student Progress and Outcomes Report, and for 7 core metrics illustrates how each of Arizona's 10 community college districts compares to the others. Statewide averages are noted in the text accompanying each metric, and an appendix provides comparison data for all 30 indicators.

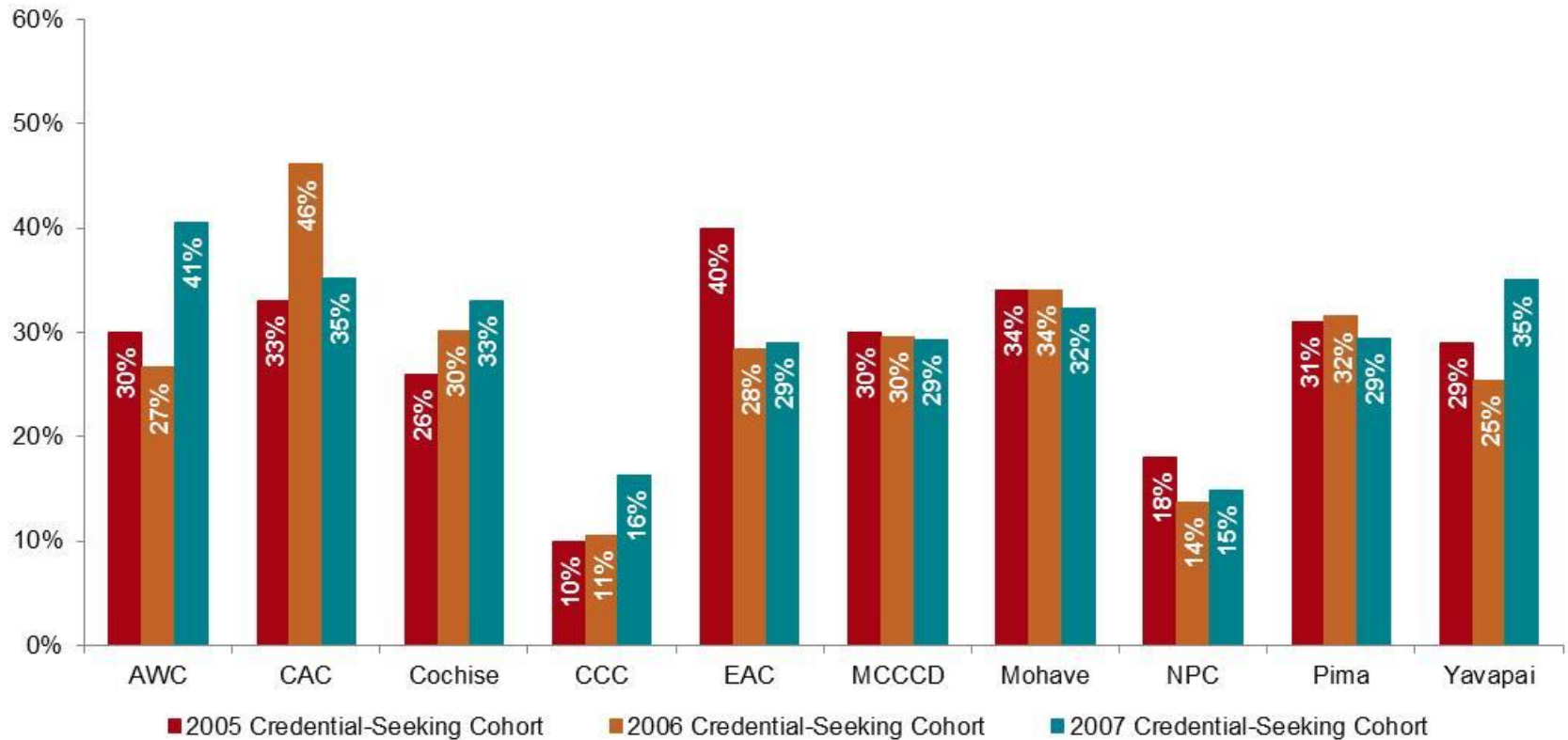
It is important to note that Arizona's community colleges differ substantially in terms of the populations served, education and training goals of learners, and institutional priorities (such as transfer or workforce preparation).

Comparing student progress and outcomes across districts can be an extremely useful precursor to the sharing of best practices and successful program models across the state. However, each district must be assessed in light of its unique characteristics, goals, and priorities, and most importantly, by its ability to demonstrate incremental improvements in student access, retention, and completion over time.

2012 was the first full year of Strategic Vision data collection. As such, the 2014 outcomes presented in this document can be compared to those from the two preceding years, although additional data points are necessary before definitive statements about trends in student progress and outcomes can be made. The data included in this report will also enable Arizona's Community Colleges to set reasonable benchmarks for attainment related to core metrics.

COMPLETION

DEGREE/CERTIFICATE COMPLETION



The figure on page 2, as well as those that appear on the following pages, illustrate student progress and outcomes data for Arizona Western College (AWC), Central Arizona College (CAC), Cochise College, Coconino Community College (CCC), Eastern Arizona College (EAC), the ten colleges and two skills centers in the Maricopa County Community College District (MCCCD), Mohave Community College, Northland Pioneer College (NPC), Pima Community College, and Yavapai College.

After six years, 30 percent of the statewide 2007 Credential-Seeking Cohort had completed a degree or certificate (graduation rates for the 2005 and 2006 cohorts were also 30 percent). Graduation rates vary substantially among Arizona's 10 community college districts and relate, in large part, to the percentage of learners at each district who transfer to a four-year university and/or gain employment prior to earning a degree or certificate.

The statewide rate—as well as the most recent graduation rates at 8 out of 10 of Arizona's community college districts—are equal to or higher than a comparative national rate (25 percent),² as the national number is not limited to credential-seekers. However, because AACC's Voluntary Framework of Accountability (VFA) initiative is beginning to track and analyze completion among credential-seeking sub-cohorts, more accurate national comparisons should be available in future years.

Credential-seeking cohorts are defined as full- and part-time learners who earned at least 12 credit hours by the end of their second year. Tracking a credential-seeking cohort aligns Arizona's data collection and accountability strategies with those of national community college initiatives such as the VFA. Furthermore, analysis of graduation rates within this cohort provides a more accurate gauge of community college student success, as it takes into account learners' diverse education and training goals.

“Where physical capital drives industrial economies, human capital drives economies of the information age.”

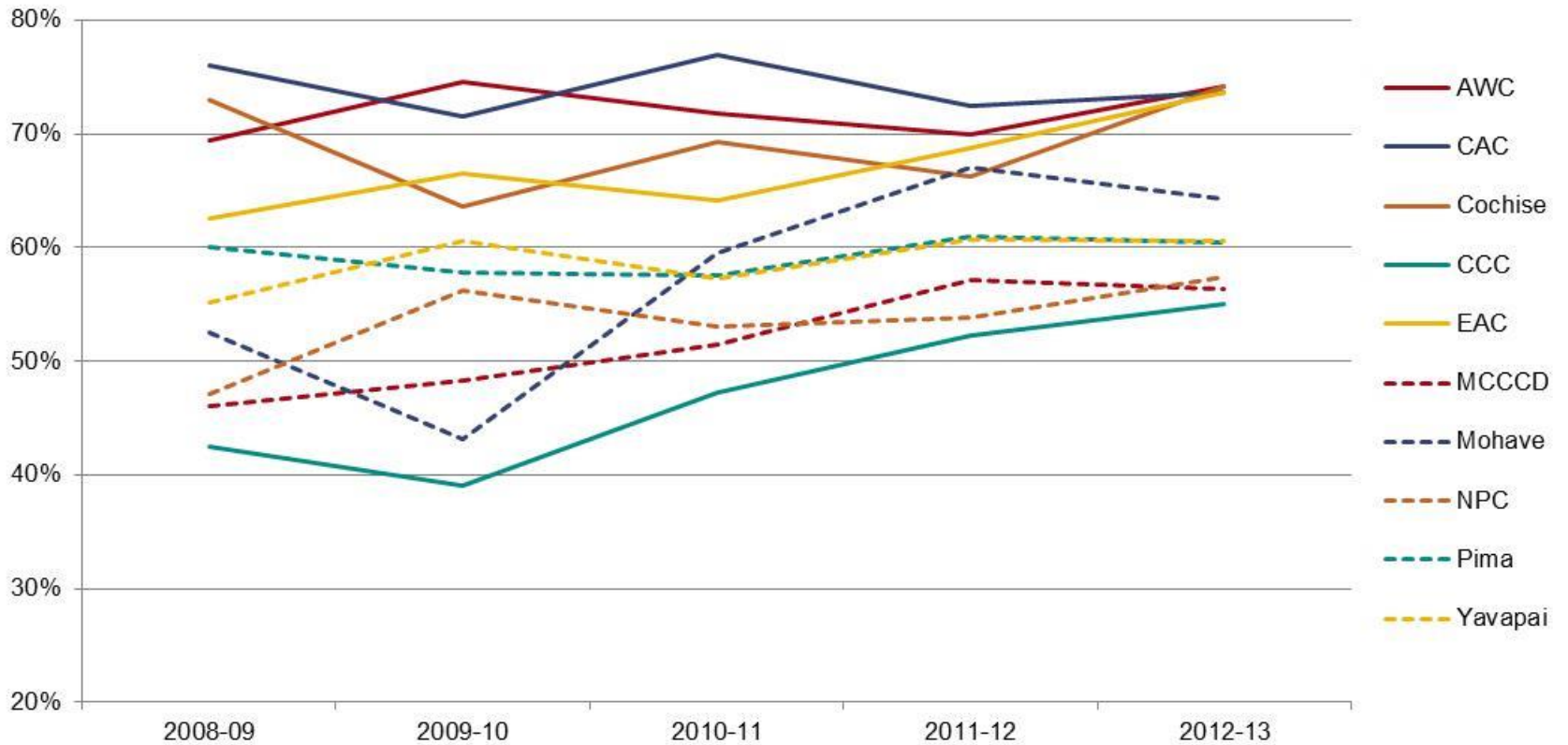
Arizona ranks 5th in the nation in annual credentials and degrees awarded at two-year colleges.³

²U.S. Department of Education, National Center for Education Statistics. (2012). *Digest of education statistics*. Washington, DC: Author.

³NCHEMS. (2007). *The emerging policy triangle: Economic development, workforce development, and education*. Boulder, CO: Author.

COMPLETION

PERCENT OF TRANSFERS WITH AGECD AND/OR DEGREE



Students who complete a common general education core and/or a degree prior to transfer are better prepared for upper-division work and earn bachelor's degrees in less time and with fewer excess credits—both of which lead to cost savings for students and states.⁴

The figure on page 4 depicts the percentage of each district's transfer students between 2008-09 and 2012-13 who completed the Arizona General Education Curriculum (AGEC) and/or a degree prior to transferring.

Arizona's tribal, public community colleges, and universities have agreed upon a common structure for the AGEC in order to ensure the comparability and seamless transfer of general education credits across institutions. The AGEC is comprised of 35-37 credit hours of coursework that, upon completion, will transfer to all tribal or public community colleges, as well as the three state universities, and meet lower division, general education requirements.

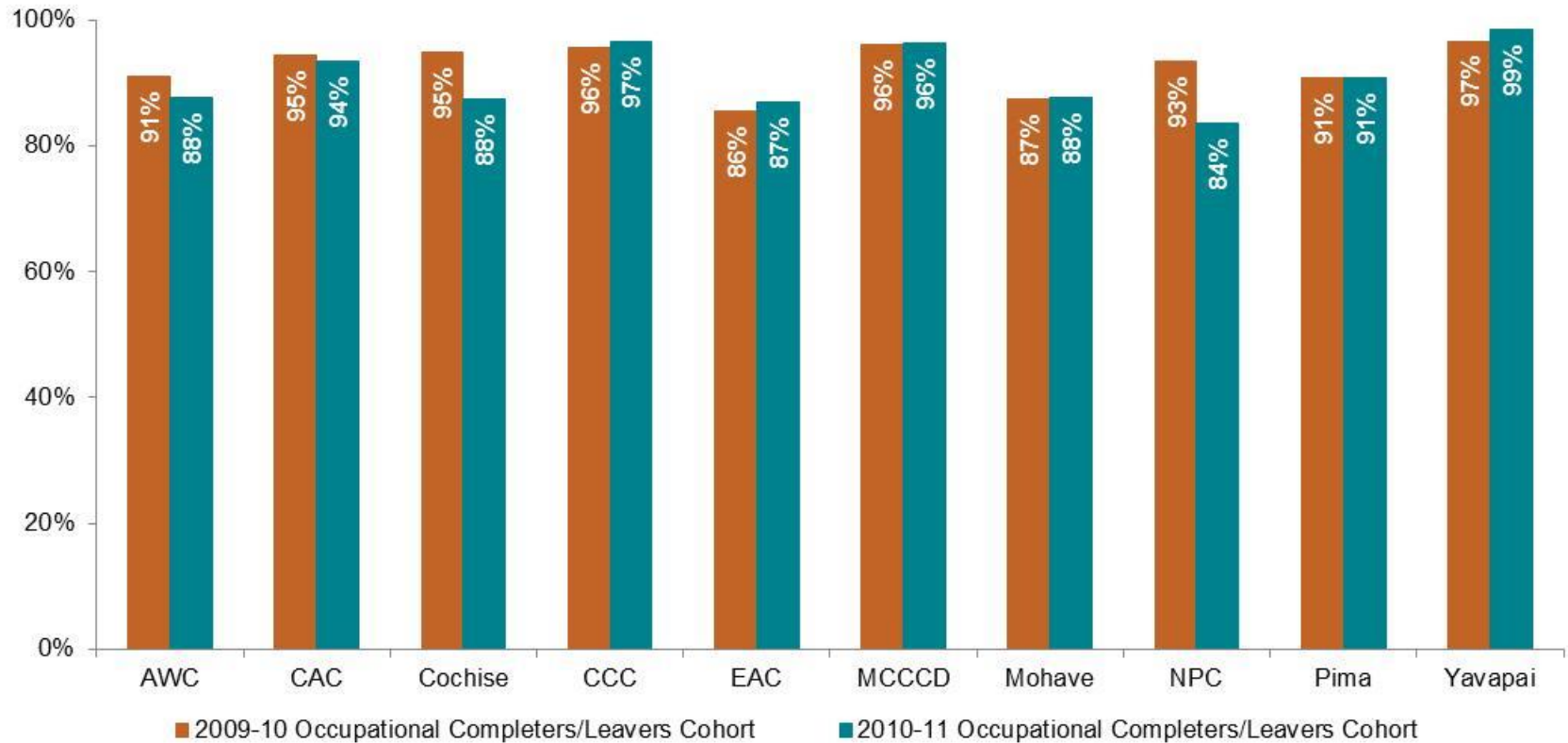
Although most community college students take courses included in the AGEC, some transfer prior to completing the full curriculum. While these "early transfers" are still viewed as successful completers, research shows clear cost savings—for both students and the state—when transfers complete a common general education core (such as the AGEC) and/or a degree prior to attending a university.⁴

In order to improve the efficiency and cost-effectiveness of the transfer process in Arizona, the state's community colleges are making a concerted effort to raise the proportion (currently 59 percent, statewide) of in-state transfers who earn an AGEC and/or degree prior to transfer.

⁴Kisker, C. B., & Wagoner, R. L. (2013). *Implementing transfer associate degrees: Perspectives from the states*. New directions for community colleges, no. 160. San Francisco: Jossey-Bass.

COMPLETION

PERCENT OF OCCUPATIONAL LEARNERS EARNING CREDENTIALS



The figure on page 6 depicts the percent of learners in each district's 2009-10 and 2010-11 Occupational Completers/Leavers Cohorts who took and passed a technical skill or end-of-program assessment aligned with industry-recognized standards up to one year after college exit. Statewide, 93 percent passed the assessment and/or earned an industry-recognized credential (degree, certificate, or award of licensure). This level of performance exceeds the 2010-11 national average of 83 percent.⁵

Every single one of Arizona's 10 community college districts boasted rates higher than the national average, with some colleges showing near-perfect credentialing rates. Clearly, Arizona's community colleges provide excellent occupational training and preparation for industry-aligned assessments.

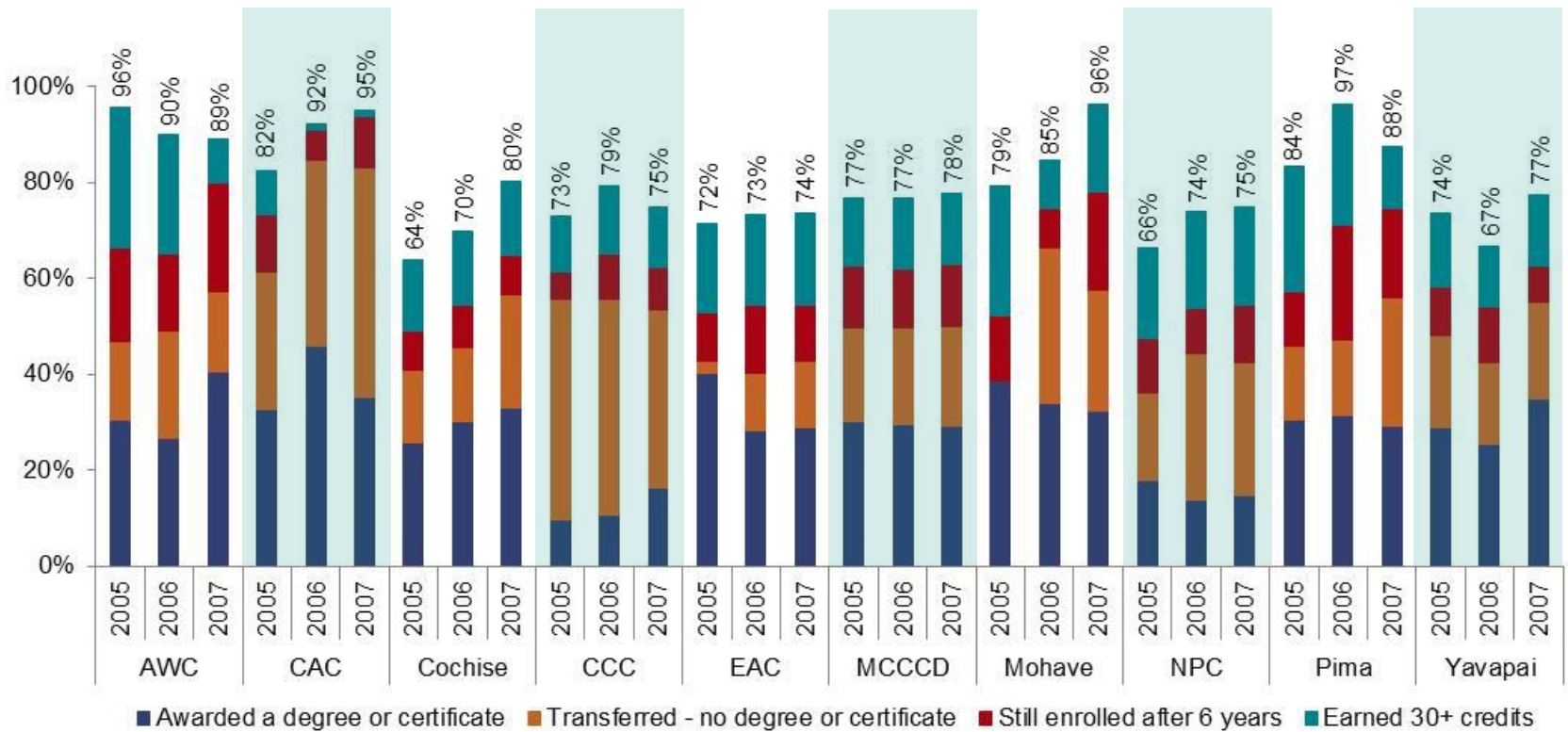
Examples of occupational programs leading to industry-recognized credentials include, among others, aviation technology, building and construction, dental hygiene, education, emergency medical technician, fashion, fire science, nursing, solar technologies, and veterinary technologies.

Arizona's community colleges collaborate with state and local workforce development agencies, local businesses, and Joint Technical Education Districts (JTEDS) to design and provide occupational and contract training programs that prepare learners for immediate employment in high-demand areas.

⁵Perkins Collaborative Resource Network. (2014). *Core indicator report :1P1 technical skill attainment, 2011-12*. Washington, DC: Author.

COMPLETION

PERCENT OF LEARNERS ACHIEVING A SUCCESSFUL OUTCOME



Aggregate outcomes measures provide “an improved way to report undergraduate student progress and completion by including a greater proportion of students as well as tracking students who enroll in multiple higher education institutions. Usual measures of student progress and completion, including government-led efforts, usually underreport student achievement because they do not account for an increasingly mobile student population.”⁶

The figure on page 8 depicts the percent of learners in each district’s 2005, 2006, and 2007 Credential-Seeking Cohorts achieving a successful outcome, defined as earning a degree or certificate, transferring to another two- or four-year college or university, continued enrollment, and/or earning at least 30 credits before leaving the institution.

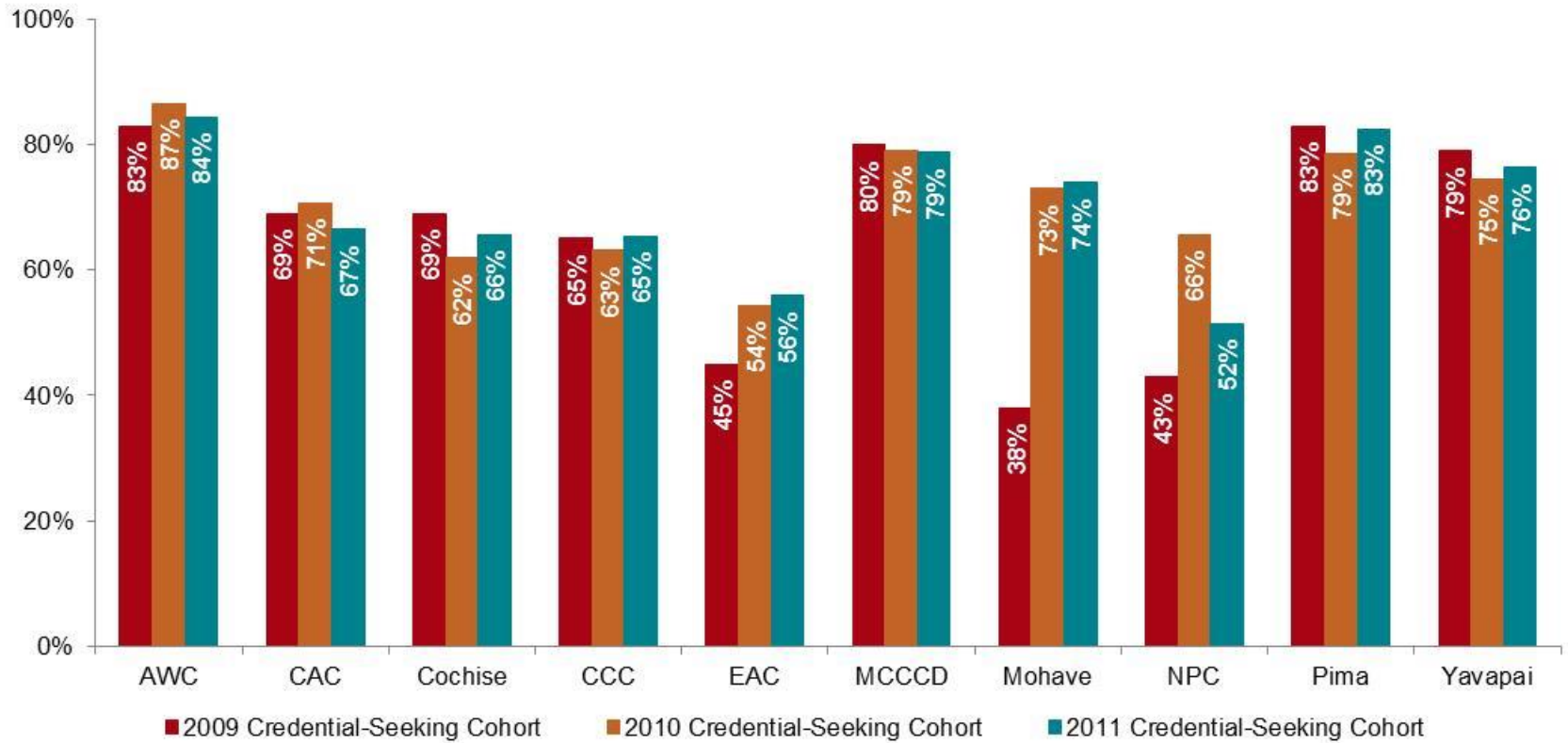
Statewide, 8 out of every 10 learners in the 2007 Credential-Seeking Cohort achieved a successful outcome within six years, up from 77 percent for the 2005 cohort.

This definition of a successful community college outcome is aligned with both the VFA initiative and the national Student Achievement Measure (SAM) project. The latter was endorsed by six national associations (AACC, AASCU, ACE, AAU, APLGU, and NAICU) in summer 2013. Both VFA and SAM recognize that learners enter community colleges with diverse education and training goals, often attend part-time and for more than 6 years, and frequently earn credits from more than one institution en route to the university or to a degree or certificate.

⁶Student Achievement Measure (SAM). (2014). *Why is SAM important?* Washington, DC: Author.

RETENTION

FALL-TO-FALL RETENTION



The figure on page 10 depicts fall-to-fall retention rates among the 2009, 2010, and 2011 Credential-Seeking Cohorts for each of Arizona's 10 community college districts.

Statewide, 77 percent of learners in all three Credential-Seeking Cohorts (excluding those who successfully transferred and/or earned a degree or certificate) persisted at their district to the following fall.

The statewide rate—as well as the most recent retention rates at all 10 of Arizona's community college districts—are somewhat higher than a comparative national rate (48 percent),⁷ as the national number is not limited to credential-seekers. However, because the VFA is beginning to track and analyze retention among credential-seeking cohorts, more accurate national comparisons should be available in future years.

Credential-seeking cohorts are defined as full- and part-time learners who earned at least 12 credit hours by the end of their second year. Tracking a credential-seeking cohort aligns Arizona's data collection and accountability strategies with those of national community college initiatives such as the VFA. Furthermore, analysis of retention outcomes within this cohort provides a more accurate gauge of community college student persistence, as it takes into account learners' diverse education and training goals.

First-year retention has a direct, straight-line correlation with six-year graduation rates.⁸ If students do not stay in college, they will not graduate from college.

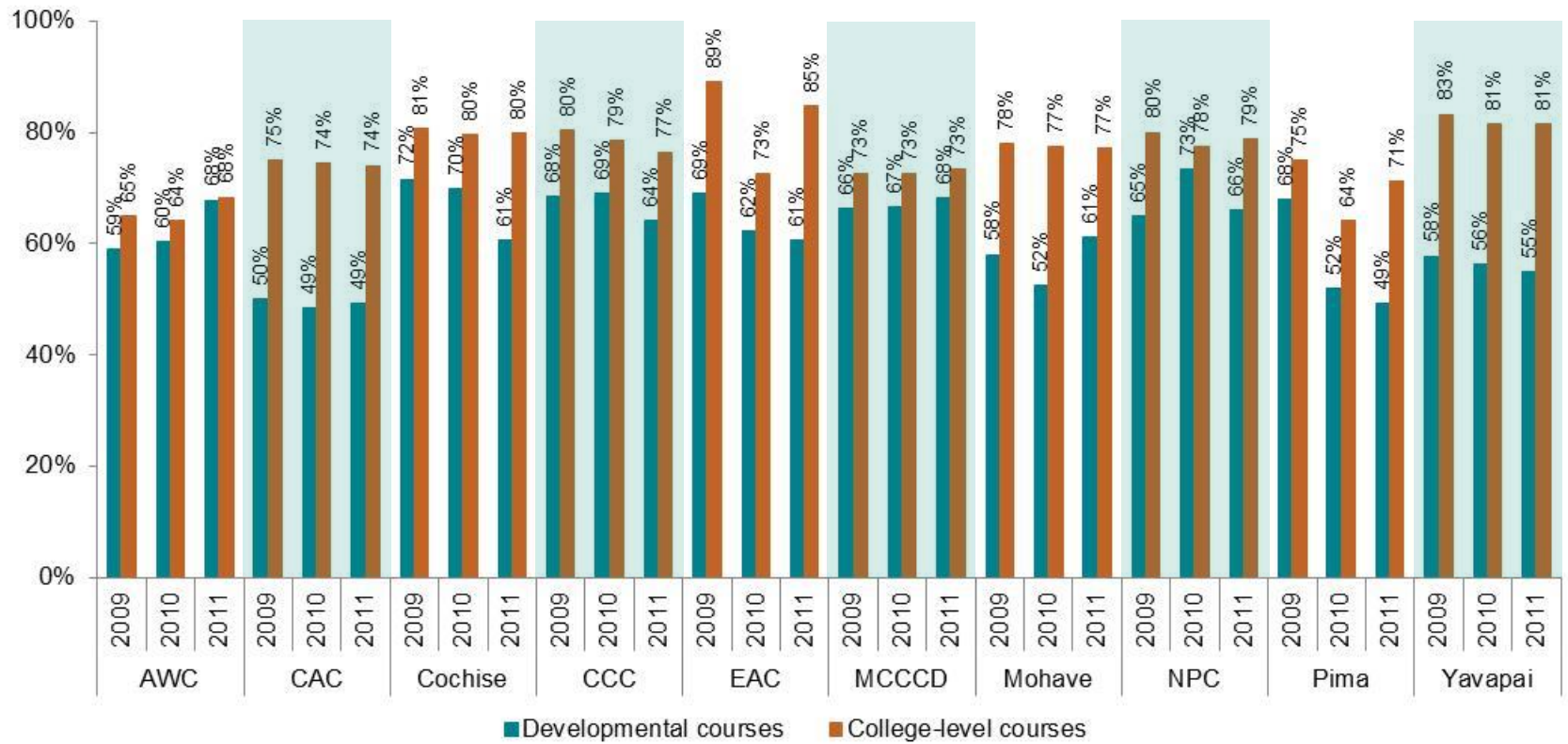
Arizona's community colleges have adopted mandatory orientations, advisement, placement, and/or student success courses to ensure that learners start strong and have personalized academic plans to keep them on track toward their academic or occupational goals.

⁷NCHEMS. (2010). *Retention rates—First-time college freshmen returning their second year* (two-year public institutions). Boulder, CO: Author.

⁸Florida State University Student Success Team. (2013). *Practical steps to improving retention and graduation rates*. Tallahassee, FL: Author.

RETENTION

COURSE SUCCESS



The figure on page 12 depicts developmental and college-level course success rates among the 2009, 2010, and 2011 New Student Cohorts for each of Arizona's 10 community college districts.

Over two years, 61 percent of student credit hours attempted in developmental courses by the statewide 2011 New Student Cohort were successfully completed (with a grade of A, B, C, or Pass), as were 74 percent of student credit hours attempted in college-level courses.

These rates show some variability from year to year, which is likely a reflection of the interplay between a greater number of learners passing courses and a more robust economy, which may be luring students out of the classroom and into the workplace.

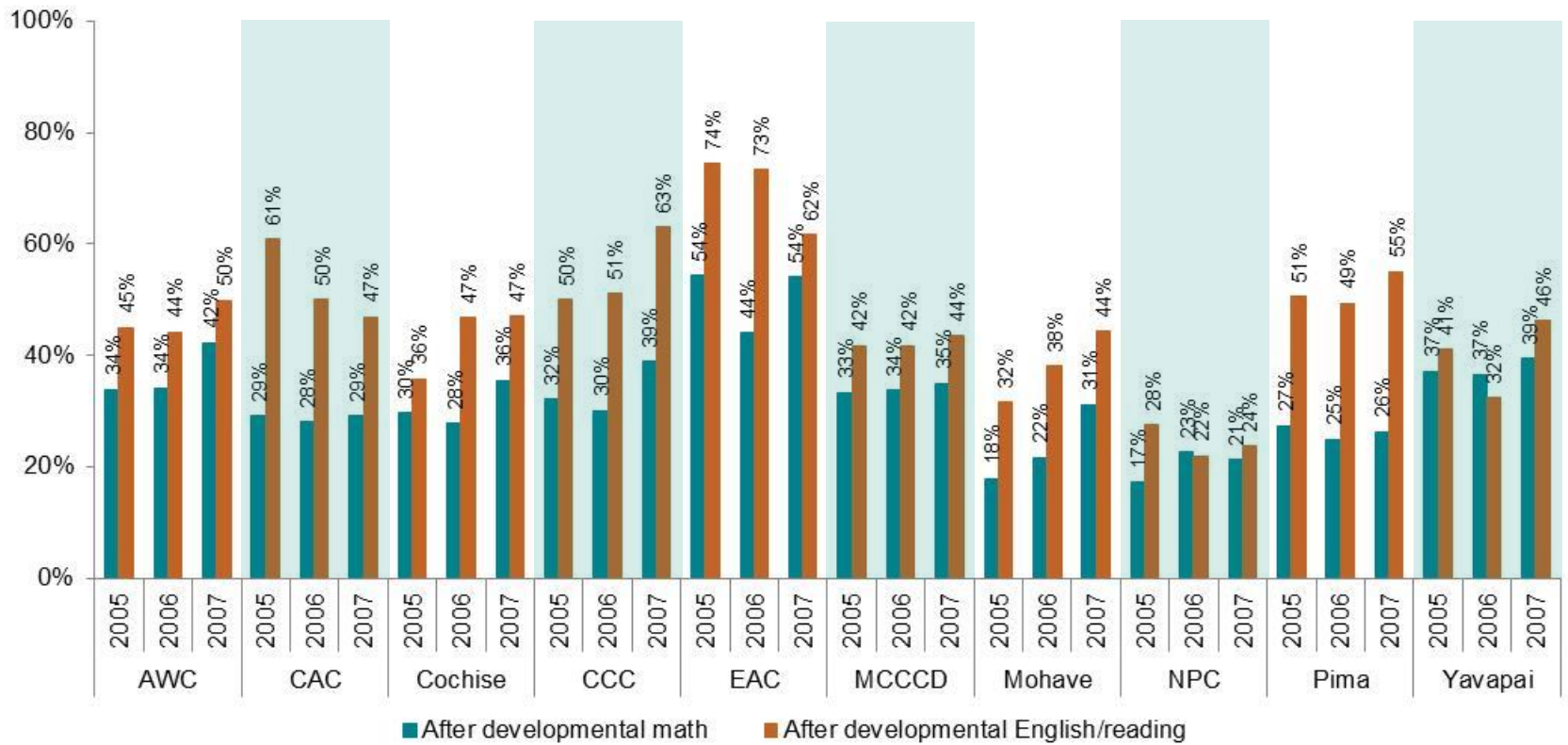
Although national course success rates are not yet available, these indicators are aligned with those included in the VFA initiative, which will allow for comparisons with national norms in years to come.

Course success rates are an important barometer of a college's ability to retain students throughout a term and assist them in making progress toward their educational or training goal.

Arizona's community colleges have implemented numerous academic monitoring and "intrusive" advising services to identify and assist at-risk students.

ACCESS

SUCCESS AFTER REMEDIATION



States will need to pay attention to “reentry” students—those who dropped out of high school and those who never completed a college credential. “It is this group of students who need higher levels of skills if the states and the country are to remain economically competitive.”⁹

Arizona leads the nation in enrollment of learners age 25-49 as a percentage of adults with a high school diploma but no college. Successful remediation programs allow Arizona to retrain its existing workforce and build a more vibrant economy.

The figure on page 14 depicts the percentage of developmental math and English/reading learners in each district’s 2005, 2006, and 2007 New Student Cohorts who successfully completed a college-level course in math (32 percent, statewide) or English (48 percent, statewide) within six years.

While true comparisons with national norms will not be possible until the VFA begins publishing national data for these and other indicators, a study conducted by scholars at Columbia University’s Community College Research Center¹⁰ showed that 20 percent of community college students referred to developmental math—and 37 percent of community college students referred to developmental English/reading—completed a college-level course in the corresponding subject area within three years. These national success after remediation rates are somewhat lower than Arizona’s rates, but are likely comparable, as the national study was limited to three years.

⁹NCHEMS. (2007). *The emerging policy triangle: Economic development, workforce development, and education*. Boulder, CO: Author.

¹⁰Bailey, T., Jeong, D. W., & Cho, S. W. (2010). Referral, enrollment, and completion in developmental education sequences in community colleges. *Economics of Education Review*, 29, 255-270.

APPENDIX: ACCESS INDICATORS

2014 STUDENT PROGRESS AND OUTCOMES DATA (BY DISTRICT)

Access Indicators	Statewide Comparison	National Comparison	AWC	CAC	Cochise	CCC	EAC	MCCCD	Mohave	NPC	Pima	Yavapai
1. 2012-13 full-time student equivalent (FTSE) enrollment	133,917	-	5,537	4,822	7,984	2,099	3,810	81,218	2,987	1,962	19,514	3,984
2a. Enrollment of underserved populations (underserved minorities)	38%	39% ¹¹	67%	44%	49%	39%	30%	37%	23%	45%	48%	6%
2b. Enrollment of underserved populations (age 25+)	42%	40% ¹¹	34%	47%	47%	42%	50%	41%	50%	39%	42%	58%
2c. Enrollment of underserved populations (Pell recipients)	34%	25% ¹²	58%	46%	31%	33%	22%	33%	48%	29%	33%	31%
3. Percent of 2012-13 credit hours earned via alternative delivery methods and/or at alternative times or places	64%	-	66%	60%	88%	49%	33%	65%	55%	70%	60%	56%
4. Community college-going rate	39%	29% ¹³	36%	36%	30%	21%	23%	35%	30%	14%	42%	25%
5. Overall college-going rate	58% ¹⁴	66% ¹³	-	-	-	-	-	-	-	-	-	-
6. Success after developmental math rate	32%	20% ¹⁵	42%	29%	36%	39%	54%	35%	31%	21%	26%	39%
7. Success after developmental English/reading rate	48%	37% ¹⁵	50%	47%	47%	63%	62%	44%	44%	24%	55%	46%
8. Cost of attendance as a percentage of Arizona (or county) median household income	15%	-	21%	11%	10%	19%	16%	14%	22%	23%	6%	13%

¹¹U.S. Department of Education, National Center for Education Statistics. (2013). *Digest of education statistics*. Washington, DC: Author.

¹²U.S. Department of Education, IPEDS. (2014). *2012 IPEDS student financial aid data tables*. Washington, DC: Author.

¹³Bureau of Labor Statistics. (2013). *College enrollment and work activity of 2012 high school graduates*. Washington, DC: Author.

¹⁴Postsecondary Education Opportunity. (2013). *Chance for college by age 19 by state, 1986 - 2012*. Oskaloosa, IA: The Mortenson Seminar on Public Policy Analysis and Opportunity for Postsecondary Education.

¹⁵Bailey, T., Jeong, D. W., & Cho, S. W. (2010). Referral, enrollment, and completion in developmental education sequences in community colleges. *Economics of Education Review*, 29, 155-270.

APPENDIX: RETENTION INDICATORS

2014 STUDENT PROGRESS AND OUTCOMES DATA (BY DISTRICT, CONT.)

Retention Indicators	Statewide Comparison	National Comparison	AWC	CAC	Cochise	CCC	EAC	MCCCD	Mohave	NPC	Pima	Yavapai
9. Developmental course success rate	61%	VFA	68%	49%	61%	64%	61%	68%	61%	66%	49%	55%
10. College-level course success rate	74%	VFA	68%	74%	80%	77%	85%	73%	77%	79%	71%	81%
11a. Percent of first college-level credit hours successfully completed (English Comp. I)	71%	71% ¹⁶	62%	43%	72%	74%	71%	72%	74%	73%	61%	71%
11b. Percent of first college-level credit hours successfully completed (English Comp. II)	73%	69% ¹⁶	69%	53%	77%	72%	67%	73%	82%	79%	68%	77%
11c. Percent of first college-level credit hours successfully completed (Speech)	77%	77% ¹⁶	80%	66%	90%	88%	83%	77%	81%	-	72%	85%
11d. Percent of first college-level credit hours successfully completed (College Algebra)	60%	61% ¹⁶	56%	46%	62%	0%	78%	60%	74%	85%	48%	73%
12a. Percent of full-time learners completing 42 credits by the end of the second academic year	42%	VFA	42%	41%	46%	39%	48%	44%	27%	43%	31%	42%
12b. Percent of part-time learners completing 24 credits by the end of the second academic year	51%	VFA	50%	55%	51%	50%	45%	52%	56%	52%	46%	55%
13. Fall-to-next-term retention rate	91%	VFA	96%	88%	90%	87%	80%	92%	92%	72%	96%	94%
14. Fall-to-fall retention rate	77%	48% ¹⁷	84%	67%	66%	65%	56%	79%	74%	52%	83%	76%

¹⁶National Community College Benchmark Project. (2013). *Report of national aggregate data*. Overland Park, KS: Author.

¹⁷NCHEMS. (2010). *Retention rates—First-time college freshmen returning their second year (two-year public institutions)*. Boulder, CO: Author.

APPENDIX: COMPLETION INDICATORS

2014 STUDENT PROGRESS AND OUTCOMES DATA (BY DISTRICT, CONT.)

Completion Indicators	Statewide Comparison	National Comparison	AWC	CAC	Cochise	CCC	EAC	MCCCD	Mohave	NPC	Pima	Yavapai
15. Percent of learners achieving stated education or training goal	-	-	This indicator is in development. It will be incorporated into the Strategic Vision once enough time has passed to link intention to completion data.									
16. Number of degrees and certificates awarded in 2012-13	40,134	-	1,702	1,115	3,548	284	1,351	24,449	894	410	5,576	805
17. Graduation (degree/certificate completion) rate	30%	25% ¹⁸	40%	35%	33%	16%	29%	29%	32%	15%	29%	35%
18. Percent of learners who complete an AGECE within six years	17%	-	25%	12%	18%	12%	16%	17%	7%	5%	21%	25%
19. Number of in-state university transfers in 2012-13	10,315	-	372	281	291	229	193	7,106	171	108	1,797	274
20. Percent of 2012-13 transfers with an AGECE and/or degree at time of transfer	59%	-	74%	74%	74%	55%	74%	56%	64%	57%	61%	61%
21. In-state university transfer rate (2006-07 cohort)	29%	-	23%	30%	18%	33%	17%	31%	13%	14%	30%	25%
22. Overall transfer rate (2007-08 cohort)	31%	25% ¹⁹	32%	31%	31%	31%	29%	30%	27%	16%	38%	36%
23. Percent of learners achieving a successful outcome	80%	VFA	89%	95%	80%	75%	74%	78%	96%	75%	88%	77%

¹⁸U.S. Department of Education, National Center for Education Statistics. (2012). *Digest of education statistics*. Washington, DC: Author.

¹⁹Center for the Study of Community Colleges. (2002). *National transfer rates are up! Results of the 2001 Transfer Assembly Project*. Los Angeles: Author.

APPENDIX: COMPLETION INDICATORS

2014 STUDENT PROGRESS AND OUTCOMES DATA (BY DISTRICT, CONT.)

Completion Indicators (Cont.)	Statewide Comparison	National Comparison	AWC	CAC	Cochise	CCC	EAC	MCCCD	Mohave	NPC	Pima	Yavapai
24. Percent of 2009-10 full-time transfers to Arizona public universities who earn a bachelor's degree in four years	69%	-	69%	60%	68%	62%	69%	71%	62%	51%	67%	61%
25. Percent of all 2009-10 transfers who earn a bachelor's degree in four years	45%	60% ²⁰	31%	52%	27%	51%	54%	44%	76%	25%	61%	41%
26. Percent of occupational program completers earning an industry-recognized credential within one year	93%	83% ²¹	88%	93%	88%	97%	87%	96%	88%	84%	91%	99%
27. Percent of occupational program completers either employed with a livable wage or enrolled in further education	-	-	This indicator is in development. It will be incorporated into the Strategic Vision once adjustments have been made to account for disparities in wages across community college service areas.									
28. Percent of ABE/GED learners who enter employment	94%	69% ²²	100%	100%	100%	100%	-	84%	88%	59%	100%	100%
29. Percent of ABE/GED completers enrolled in postsecondary education or training	96%	57% ²²	100%	100%	100%	100%	-	95%	100%	64%	100%	95%
30a. Percent of adults in Arizona (or county) with some college or an associate degree	34%	29% ²³	32%	37%	38%	34%	38%	34%	38%	38%	35%	40%
30b. Percent of adults in Arizona (or county) with a bachelor's or higher degree	27%	29% ²³	12%	18%	22%	31%	14%	29%	12%	15%	29%	24%

²⁰National Student Clearinghouse. (2012). *Snapshot report: Transfer outcomes (four years after transfer)*. Herndon, VA: Author.

²¹Perkins Collaborative Resource Network. (2014). *Core indicator report :1P1 technical skill attainment , 2011-12*. Washington, DC: Author.

²²U.S. Department of Education, Office of Vocational and Adult Education. (2014). *Core follow-up outcomes measures, 2012-2013*. Washington, DC: Author.

²³U.S. Bureau of the Census. (2014). *Educational attainment: 2008-2012 American Community Survey 5-year estimates*. Washington, DC: Author.

Northland Pioneer College and Apache County IGA

EDITS as of August 18, 2014

Prepared by Barry Williams with input from the Apache County Higher Education
Committee and Apache County Attorney's Office.

Changes in this text are based upon June 17, 2014 NPC Regular Meeting
Agenda Item #7C,
7C-ApacheCounty-IGA – draft.pdf

HIGHLIGHTED TEXT IS SUGGESTED FOR ADDITION.

~~Strikethrough text is suggested for deletion.~~

INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This Agreement is entered into on the ____ day of _____, 2014 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County (“County”)
2. Navajo County Community College District, doing business as Northland Pioneer College (“District”).

Authority to carry on the activities included in this Agreement is found in the Arizona revised Statutes as follows:

<u>AGENCY</u>	<u>STATUTES</u>
County	A.R.S. §15-1470 and A.R.S. § 11-201
District	A.R.S. §15-1470

The purpose of this Agreement is to provide community college programs and services, in Apache County. District programs and services are defined by the NPC Strategic Plan, the District budget and the District’s instructional and student services staffing capacity. This Agreement is authority for District to provide educational programs and services in Apache County through the strategic plan of the Apache County Higher Education Committee.

WHEREFORE, the parties agree:

- I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This Agreement shall become effective on July 1, 2014, or upon the date it is signed by all parties, whichever is later unless that date is after July 20, 2014 in which case this Agreement is effective July 20, 2014. This Agreement shall continue to be binding upon all parties until June 30, 2016 unless terminated as provided in paragraphs **XIII and XIV** ~~XI and XII~~. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee’s responsibilities are inclusive of the duties referenced below.

IV. THE DISTRICT AND THE COUNTY AGREE THAT THE COUNTY WILL REIMBURSE THE DISTRICT FOR EDUCATIONAL PROGRAMS AND SERVICES AT THE RATE DISCUSSED IN SECTION IV(A) BELOW.

The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating State Aid, capital State Aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs to be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment. Attachment A summarizes the specific services District provides to County by department for Indirect Expenses designation. Attachment A is not intended to be exhaustive but describes the level of work appropriate in the Indirect Expense category. Attachment B is an overview of the data reporting that District will provide the Apache County Higher Education Committee; the attachment indicates types of data that will be reported and the twice annual data reporting calendar.

- A. **IGA FUNDS: THE COUNTY WILL PAY TO DISTRICT FOR THE PROVISION OF PROGRAMS AND SERVICES DURING THE 2014-2015 ACADEMIC YEAR AND THE 2015-2016 ACADEMIC YEAR UNLESS AMENDED, AN AMOUNT NOT TO EXCEED \$600,000.00 EACH YEAR, TO BE PAID IN TWO INSTALLMENTS EACH YEAR. THIS AMOUNT WILL BE TRANSFERRED TO THE DISTRICT ONE HALF (1/2) (\$300,000.00) BY NOVEMBER 30, 2014 AND 2015 AND THE BALANCE (\$300,000) BY MAY 30, 2015 AND 2016. THE PARTIES RECOGNIZE THAT IN ADDITION TO THE AMOUNT SET FORTH ABOVE, THE DISTRICT WILL RECEIVE INCREMENTAL REVENUE, WHICH WILL INCLUDE BUT NOT LIMITED TO TUITION, FEES, CONTRACTUAL FEES, OPERATING STATE AID, CAPITAL STATE AID, FEDERAL AID, GRANTS THAT INCLUDE APACHE COUNTY SERVICES, NET NAVIT AND NET N.A.T.I.V.E. FUNDING IN ADDITION TO THE FEES PROVIDED PURSUANT TO THIS AGREEMENT. THE INCREMENTAL REVENUE RECEIVED BY NPC ON BEHALF OF APACHE COUNTY ENROLLMENT SHALL BE USED TO PROVIDE MUTUALLY AGREED TO ADDITIONAL SERVICES TO APACHE COUNTY STUDENTS OR TO OFFSET THE EXPENSE OF THIS SECTION**

TO APACHE COUNTY. IGA Funds: ~~The County will pay to District for the provision of programs and services during the 2014-2015 academic year and the 2015-2016 academic year unless amended, \$600,000.00 each year, to be paid in two installments each year. This amount will be transferred to the District one half (1/2) (\$300,000.00) by November 30, 2014 and 2015 and the balance (\$300,000) by May 30, 2015 and 2016.~~

- B. IGA Supplemental Funds: For the 2014-2015 academic year unless amended an additional \$159,300 and an additional \$159,300 for the 2015-2016 academic year unless amended to include the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District's resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the direction of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.

C. AT THE END OF EACH FISCAL YEAR THE PARTIES WILL CONDUCT AN ANALYSIS OF THE PROGRAMS AND SERVICES ALONG WITH ASSOCIATED COSTS PROVIDED UNDER THIS AGREEMENT. SUCH ANALYSIS SHALL BE PREPARED BY DISTRICT AND INCLUDE A DETAILED ANALYSIS OF SERVICES DELIVERED, EXPENDITURES AND COSTS RELATED TO THE SERVICES AND ALONG WITH THE INCREMENTAL REVENUE RECEIVED BY DISTRICT DESCRIBED IN SECTION IV(A) ABOVE.

EXPENDITURES BY THE DISTRICT ON BEHALF OF APACHE COUNTY ARE RECOGNIZED TO INCLUDE DIRECT EXPENSES, WHICH INCLUDE ALL EXPENSES IN APACHE COUNTY LOCATIONS FOR APACHE COUNTY EDUCATIONAL PROGRAMS AND SERVICES; INDIRECT EXPENSES, WHICH

INCLUDE INCREMENTAL COSTS INCURRED IN PROVIDING SERVICES TO APACHE COUNTY IN THE AREAS OF INSTITUTIONAL SUPPORT, SUCH COSTS TO BE ASSESSED ON AN ENROLLMENT RATIO BASIS; AND DESIGNATED EXPENSES, WHICH INCLUDE INSTITUTIONAL SUPPORT EXPENSES ALLOCATED ON A BASIS OTHER THAN ENROLLMENT.

ATTACHMENT A SUMMARIZES THE SPECIFIC SERVICES DISTRICT PROVIDES TO COUNTY BY DEPARTMENT FOR INDIRECT EXPENSES DESIGNATION. ATTACHMENT A IS NOT INTENDED TO BE EXHAUSTIVE BUT DESCRIBES THE LEVEL OF WORK APPROPRIATE IN THE INDIRECT EXPENSE CATEGORY.

ATTACHMENT B IS AN OVERVIEW OF THE ENROLLMENT, COURSE AND PROGRAM DATA REPORTING THAT DISTRICT WILL PROVIDE THE APACHE COUNTY HIGHER EDUCATION COMMITTEE; THE ATTACHMENT INDICATES TYPES OF DATA THAT WILL BE REPORTED IN THE ANNUAL REPORT REQUIRED BY THIS SECTION. IN ADDITION TO THE ANNUAL REPORT DESCRIBED IN THIS SECTION, DISTRICT SHALL PROVIDE COUNTY WITH UNOFFICIAL ENROLLMENT NUMBERS WITHIN ONE WEEK OF THE BEGINNING OF EACH SEMESTER.

~~At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. By February 28th of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs.~~

- V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum B **AGEC-B** (~~AGEC-A~~) requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include courses that will allow a student to complete the offered program certificate in a two year cycle. Attachment C outlines the courses expected to be provided by District to County for completion of the **AGEC-B** ~~AGEC-A~~ certificate. While District will make every effort to provide a two-year cycle of **AGEC-B** ~~AGEC-A~~ courses, student enrollment may affect each semester schedule of the academic year.

- VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.
- VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission. Timelines for implementing programs and services changes will be based on the budget calendar of District.
- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).
- IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Business and Industry Coordinator and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered Business and Industry Training (BIT) programs in Apache County by the NPC BIT Coordinator and the Apache County Coordinator will forward all requests for BIT training to the NPC BIT Coordinator. The NPC BIT Coordinator and the Apache County Coordinator will annually prepare a written summary of BIT services delivered in Apache County and present the summary to the Higher Education Committee and NPC administration.
- X. **A HIRING COMMITTEE WILL BE FORMED WHEN HIRING ALL FULL-TIME POSITIONS ASSIGNED TO APACHE COUNTY. UNLESS SPECIFICALLY AGREED TO BY THE COUNTY, THE DISTRICT AGREES THAT ALL HIRING COMMITTEES FORMED TO HIRE PERSONNEL FOR REGULAR FULL-TIME POSITIONS SPECIFICALLY ASSIGNED TO APACHE COUNTY WILL BE**

CONSTITUTED OF AT LEAST 50% REPRESENTATION FROM APACHE COUNTY, WHICH MAY INCLUDE; ONE OR MORE MEMBERS OF THE APACHE COUNTY HIGHER EDUCATION COMMITTEE, THE NPC/APACHE COUNTY COORDINATOR AND/OR AN APACHE COUNTY CENTER MANAGER.

~~The District will include at a minimum a member of the Apache County Higher Education Committee in an advisory capacity, the NPC/Apache County Coordinator and/or an Apache County Center Manager on all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County.~~

XI. MINIMUM CLASS SIZES SHALL BE DETERMINED BY THE APACHE COUNTY HIGHER EDUCATION COMMITTEE SO AS TO ALLOW AUTONOMY BY THE COMMITTEE IN DETERMINING WHEN AN IMPORTANT CLASS SHOULD BE OFFERED DESPITE A POTENTIALLY SMALLER CLASS SIZE.

XII. IT IS AGREED BY THE PARTIES THAT NOTHING IN THIS AGREEMENT SHALL CREATE A FRANCHISE OR ANY OTHER EXCLUSIVE RIGHT FOR DISTRICT TO PROVIDE EDUCATIONAL SERVICES OF ANY SORT WITHIN THE COUNTY. IT IS SPECIFICALLY AGREED BY DISTRICT THAT COUNTY MAY CONTRACT WITH ANY OTHER EDUCATIONAL INSTITUTION TO PROVIDE SERVICES SIMILAR TO THOSE DESCRIBED IN THIS AGREEMENT.

XIII. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.

XIV. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.

XV. Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.

XVI. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before

filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.

- XVII. The County and the District certify, by signing this Agreement, that neither party is involved with any business operations in Sudan pursuant to A.R.S. § 35-391.06, nor is either party involved with business operations relating to the Iran petroleum energy sector, as covered by A.R.S. § 35-393.06.
- XVIII. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

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

Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective Party's notification of information.

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona

Navajo County Community College District

By: _____
Tom White Jr., ~~Jim Claw~~, Chairman
Apache County Board of Supervisors

By: _____
Jeanne Swarhout, President
Northland Pioneer College

APPROVED: This Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

By: _____
Attorney for the County

By: _____
Attorney for the District

Date: _____

Date: _____

ATTEST:

By: _____
Delwin Wengert
Clerk, Board of Supervisors

By: _____
Recording Secretary to
Navajo County Community College
District Governing Board

Date: _____

Date: _____

Attachment A

Indirect services provided to Apache County students

Department #	Department Name	Services
3250	Dean of CTE	Plan, budget, direct, implement and evaluate all departments and programs in the CTE Division that serve Apache County-Business, Community & Corporate Learning, Carl Perkins, Computer Information Systems, Cosmetology, Dual Courses at the High Schools, Industrial Maintenance & Operations and Welding. Faculty and adjunct faculty recruitment, approve qualifications, work assignments and supervision. Oversight of course schedules, department's annual reports, academic assessments activities and program reviews.
3260	Dean of Arts & Science	Scheduling of courses; Delivery of courses primarily through distance media (but some live courses including a significant amount of coursework at remote sites especially for TLC and ECD courses); Processing various paper work for students and faculty including travel forms, LOIs, student petitions, capacity overrides, scholarship applications for ECD, dual enrollment and so forth; Management of grants
3280	Dean of Nursing	Oversight of NAT course in SPE, hiring of adjunct faculties for NAT, and Allied Health course work including MDA, Nutrition, Medical Terminology, Health Law and Ethics, EMT and CPR/First Aid courses, scheduling by coordinators for EMS, NAT, and Allied Health, oversight, schedule development, purchasing, payroll, and budgeting by Dean's office.
4010	Dean of Students	Oversight of financial aid, records and registration, advising, veterans' services, career services, and enrollment processes; training and updates for center staff on enrollment processes, training for Apache Co advising staff, coordination of transcript and grade activities.
3500	Library/Audio Visual	Provides a range of academic research resources and services. Resources include books, eBooks, videos, print and online journals and newspapers, and access to computers and the Internet. Services include general reference and research assistance, information literacy instruction, circulation and account assistance, inter-campus and interlibrary loans, and academic test proctoring, as well as copying, printing, and fax services. Direct supervision of center Library Media Technicians. Manage Library Department operations and proctored academic testing services. Responsible for ordering and procuring capital assets and supplies and originating purchase requisitions. Perform negotiation of vendor contracts, website maintenance, collection development/maintenance, maintenance of the College Archives (print and online), cataloging and processing materials. Create/evaluate survey instruments. Provide training and create/manage training resources. Provide direct library services including information literacy instruction, reference/research, circulation, and computer assistance, interlibrary loan, printing, faxing, copying and proctoring of academic tests.

4020	High School Programs	Provide training and updates to high school staff; coordinate scheduling and enrollment processes with NPC deans, dual enrollment and NAVIT high school contacts; coordinate with NAVIT administration; provide placement testing services to local high schools; coordinate orientation and registration processes for dual enrollment and NAVIT.
4025	Career Services	Coordination of career and job fairs with local employers, recruitment of local employers for job placement services, interview and resume building services, alumni program development, mentoring program development, coordination of internship activities with faculty, development of leadership and job skill seminars.
4100	Admissions	Provide recruitment and program information to area high school students; participate in local recruitment fairs and programs; manage scholarship processes; identify and communicate with prospective students.
4150	Financial Assistance	Financial Aid Office provides services to all district wide locations to students, high school counselors and NPC Academic Advisors/staff. Services include assist potential students through the financial aid application process, determine eligibility and award eligible students, monitor and report to federal, state and local agencies. Provide a range of federal, state, institutional scholarships, student employment and private financial aid assistance to students to meet their cost associated with a college education.
4190	Registrar's Office	Processing of course forms for scheduling, review of degree audits for graduation, review of transfer credit, creation and processing of official transcripts and enrollment documents, service for veterans, online and telephone registration, retention and review of official student records, training of center staff on registration processes.
5010	District Governing Board	Governance and policy matters. Oversight of financial and personnel issues.
5030	Office of the President	District Governing Board communication, meetings and records; HLC accreditation; Shared governance; Strategic Planning; Community Outreach; All-college Forums and video meetings; Annual Reports, Lobbying; management of external college relationships; college committee meetings; supervision of executive staff and SBDC. Assure compliance with all state and federal statutes and requirements.
5060	VP, Administrative Services	Direct supervision of Center Managers and staff, Human Resources, Financial Services, Operations and Maintenance and all services connected to those departments. Oversight of all business and operational aspects of the institution including revenue and expenditure planning, budget development, risk management, financial reporting, state funding and operational concerns, contracts, purchasing. Liaison activities with Apache County Coordinator, legal counsel, district emergency management director.

5070	Information Services	Provide strategy, planning, project, and budget management for major information technology initiatives; Administer technical infrastructure units including Network Services, Technical Services, Administrative Systems Support; Manage data integration between systems; Manage the security of information; Perform auditing and monitoring of the security of the college's IT infrastructure;; Provide support for the college's Enterprise Resource Planning/Student Information System, related databases, and reporting tools; Manage college data centers; Maintain college-wide voice and data networks (wired and wireless, local area networks and wide area network); Provide internet access and security; Provide storage and processing capability for college applications; Maintain server infrastructure; Provide front-line support for software installation, maintenance, and repair of technology; Operate a help desk (Support Center) to accommodate student, faculty, and staff technology support needs; Manage the lifecycle replacement of all technology equipment and software; Support and monitor distance learning infrastructure.
5080	VP, Learning/Student Svcs	Direct supervision of academic deans and student services areas; administration of student code of conduct and student grievance processes, Community Outreach, direction of Instructional Council and strategic planning processes, student meetings, management of college scheduling and marketing efforts, coordination of college/NAVIT student activities, college orientation process oversight, graduation and completion ceremonies, oversight of all student service activities.
5100	Business Office	Responsible for accounting functions of the college including student billing, accounts payable, grant accounting and cash management.
5110	Payroll	Process and distribute payroll for all full-time staff, adjunct faculty, and temporary employees.
5120	Financial Services	Responsible for the budget, annual financial audits, and overall financial operations of the college. Supervises the Business Office, Purchasing, and Bookstore operations.
5200	Human Resources	Administer benefits for all full-time staff, adjunct faculty, and temporary employees. Provide hiring services and assistance for all open positions, including job posting, screening, interviewing, salary recommendation, contract preparation, benefits enrollment, etc. Provide other human resource services; i.e., employee relations, tracking, reporting, support, coaching, training, etc.
5350	General Institution	Property and liability insurance, legal review and resources, postage for intuitional activities, tuition and fee waivers.
5550	Purchasing	Responsible for purchasing supplies, equipment and services for the entire college. Responsible for tracking new and existing capital assets including issuing asset tags and managing inventory.
5700	Printing & Duplicating	District-wide center for document handling services such as copying, scanning, laminating, binding, and printing of college materials.
5850	Institutional Effectiveness	Federal and State required reporting, ad hoc data requests. Research and survey support.

5920	Marketing & Public Relations	Production and mailing of class schedules and registration postcards. Production and supervision of www.npc.edu. Production of press releases, radio, TV and newspaper ads for NPC programs and locations. Production and printing of program brochures, booklets and catalogs. Management of social media sites, email marketing, texting and student awards and spotlights.
6100	Operations & Maintenance	Supervision, scheduling, and training of maintenance staff. Oversight of facility and equipment issues.

Attachment B: Proposed Data Tables and Delivery Schedule for Apache County

Table 1.

Enrollments in Apache County by Course and Term (3 Years, Rolling)

Term	Delivery Mode	Course Number	Course Name	Number of AC Students Enrolled at Census Date
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Table 2.

Students from Apache County Zip Codes Enrolling in Navajo County Courses, by Term (3 Years, Rolling)

Term	Zip Code	Course Number	Course Name	Number of AC Students Enrolled at Census Date
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Table 3.

Demographic Characteristics of Apache County Students

Term	Ratio of Male to Female Students	Ethnic Proportions	Age Distribution of AC Students
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Table 4.

Associate Degree Data (3 Years, Rolling)

Term	Zip Code	Degree Type	Number of AC Students in Progress	Number of AC Students Completing
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Table 5.

Certificate Data (3 Years, Rolling)

Term	Zip Code	Certificate Type	Number of AC Students in Progress	Number of AC Students Completing
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GENERAL EDUCATION COURSES Available by Mode of Delivery 2014-2016 at SPE and STJ Centers

DCE = DCE Classroom Environment; 3 of 4 channels available at STJ and SPE. Classes on channel not currently available in Apache County highlighted in yellow

CATEGORY	COURSE	COURSE TITLE	FALL 2014	SPRING 2015	FALL 2015	SPRING 2016
ENL/COMM	ENL 101	College Composition I	live @ SPE & STJ & DCE & Internet	live @ SPE & STJ	live @ SPE & STJ	live @ SPE & STJ
ENL/COMM	ENL 102	College Composition II	live @ SPE & DCE & Internet	live @ SPE & STJ	live @ SPE	live @ SPE & STJ
ENL/COMM	ENL 109	Technical Writing	DCE	DCE	DCE or DCE	DCE or DCE
ENL/COMM	SPT 120	Public Speaking	DCE			
MAT	MAT142		DCE	DCE	DCE	DCE
MAT	MAT152		DCE	DCE	DCE	DCE
MAT	MAT211			DCE		DCE
MAT	MAT221		DCE	DCE	DCE	DCE
ART/HUM	ART 101	Understanding Art	DCE		DCE	DCE
ART/HUM	ART 115	Art History I	DCE		DCE	
ART/HUM	ART 116	Art History II		DCE		DCE
ART/HUM	ART215					DCE
ART/HUM	ENL 220	World Literature I	DCE			
ART/HUM	ENL 221	World Literature II		DCE		
ART/HUM	ENL 224	English Literature I			DCE	
ART/HUM	ENL 225	English Literature II				DCE
ART/HUM	ENL 230	American Literature I	DCE			
ART/HUM	ENL 231	American Literature II		DCE		
ART/HUM	HUM 150	Humanities of the Western World I	DCE		DCE	
ART/HUM	HUM 151	Humanities of the Western World II		DCE		DCE
ART/HUM	MUS 150	Music Appreciation			DCE	
ART/HUM	MUS 250	World Music				
ART/HUM	PHL 101	Introduction to Philosophy	DCE		DCE	DCE
ART/HUM	PHL 103	Introduction to Logic and Critical Thinking			to be added to general education	DCE
ART/HUM	PHL 105	Introduction to Ethics			DCE	DCE
ART/HUM	SPT 130	Introduction to Theatre	Internet		Internet	
SCIENCE	ANT 104					
SCIENCE	BIO100	Biology Concepts			DCE w/ live lab @ SPE	
SCIENCE	BIO105					
SCIENCE	BIO160					

SCIENCE	BIO181			DCE w/ live lab @ SPE		
SCIENCE	BIO182			internet w/ live lab @ WMC		
SCIENCE	CHM130				DCE	
SCIENCE	CHM151					
SCIENCE	CHM152					
SCIENCE	GEO 111	Physical Geography				
SCIENCE	GLG101				DCE	DCE
SCIENCE	GLG102					DCE
SCIENCE	PHY113					
SCIENCE	PHY114					
SBS	ANT 102	Cultural Anthropology	DCE (twice)	DCE	DCE	DCE
SBS	ANT 120	Buried Cities and Lost Tribes		DCE		
SBS	ECN211	Macroeconomics	DCE		DCE or DCE	
SBS	ECN212	Micro		DCE		DCE or DCE
SBS	GEO 110	World Regional Geography	DCE		DCE	DCE
SBS	GEO 120	Human Geography		DCE		
SBS	HIS 105	U.S. History to 1877	DCE		DCE	DCE
SBS	HIS 106	U.S. History Since 1877		DCE	DCE	DCE
SBS	HIS 155	Western Civilization to 1700	DCE		DCE	
SBS	HIS 156	Western Civilization Since 1700		DCE		DCE
SBS	POS 110	American Government	DCE	DCE	DCE	DCE
SBS	PSY 101	Introduction to Psychology	DCE	DCE & DCE	DCE	DCE
SBS	PSY 200	Psychology of Adjustment		to be deleted from general education		
SBS	PSY 240	Developmental Psychology	DCE	DCE	DCE	DCE
SBS	PSY 250	Social Psychology			to be added to general education	
SBS	SOC 120	General Sociology	DCE	DCE	DCE	DCE
SBS	SOC 121	Social Problems in America				
SBS	SOC 130	Racial, Ethnic & Gender Relations . . .		DCE		DCE or DCE
SBS	SOC 225	Sociology of the Family	DCE		DCE or DCE	

**TO BE
UPDATED
WITH
AGEC-B
COURSES**