

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 **November 18, 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 17th day of November 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.



Northland Pioneer College

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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

Governing Board Meeting Agenda

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

Date: November 18, 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
	<small>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.</small>	
4.	Reports:	
	A. Financial Position	Vice President Hatch
	B. Human Resources	Director Hokanson
	C. Enrollment Report	Vice President Vest
	D. CASO	Margaret White
	E. NPC Faculty Association	FA Representative
	F. NPC Student Government Association	Joshua Rogers
	G. NPC Friends and Family	Betsyann Wilson
5.	Consent Agenda (Action)	Chair Handorf
	A. October 21, 2014 DGB Minutes	
	B. Dual Enrollment Intergovernmental Agreement between the Navajo County Community College District and Blue Ridge USD , and Hopi Jr./Sr. High	
6.	Old Business:	
	None.	
7.	New Business:	
	A. Award of Emeritus Status - Susan Olsen (Action)	Director Hokanson
	B. Award of Emeritus Status - Loyelin Aceves (Action)	Director Hokanson
	C. Request to Approve Award of Meritorious Status - Emma Hillend (Action)	Director Hokanson
	D. Request to Approve Revision of Policy 1075 - Board Self-Evaluation (Action)	President Swarhout
	E. Request to Approve revision or review: Policy 1007, Policy 1010, Policy 1015, Policy 1020 (Action)	President Swarhout
	F. Request to Approve 2015-2016 Budget Calendar (Action)	Vice President Hatch
	G. Review of Nursing Accreditation Visit	Vice President Vest
	H. Review of GEAR UP Grant Application	Vice President Vest
	I. Request to Approve ADE Grant (Action)	Vice President Vest
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report ..	Vice President Vest
	B. President's Report	President Swarhout
	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 Meeting December 16, 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.



Northland Pioneer College

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2014 to September 30, 2014

Budget Period Expired 25%

Tax Supported Funds				
General Unrestricted				
Current Month				
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	14,035,753	555,797	679,273	5%
State Aid:				
Maintenance and Operations	1,618,200		404,550	25%
Equalization	5,283,300		1,320,825	25%
Tuition and Fees	4,500,000	268,287	1,677,288	37%
Investment earnings	140,000	16,752	27,293	19%
Grants and Contracts	1,800,000	96,277	110,058	6%
Other Miscellaneous	200,000	14,526	39,408	20%
Transfers:	(2,750,000)	(229,356)	(822,750)	30%
TOTAL REVENUES	\$24,827,253	\$722,284	\$3,435,945	14%
EXPENDITURES				
Salaries and Wages	17,335,284	1,446,172	3,366,109	19%
Operating Expenditures	8,243,969	669,501	1,702,789	21%
Capital Expenditures	248,000	17,481	71,034	29%
TOTAL EXPENDITURES	\$24,375,381	\$2,133,154	\$5,139,932	21%
Unrestricted Plant				
Current Month				
	Budget	Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital	375,400		93,850	25%
Other Miscellaneous				
Transfers:	2,000,000	166,667	500,000	25%
TOTAL REVENUES	\$2,375,400	\$166,667	\$593,850	25%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	7,775,400	333,762	629,448	8%
TOTAL EXPENDITURES	\$7,775,400	\$333,762	\$629,448	8%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2014 to September 30, 2014

Budget Period Expired 25%

Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
REVENUES				
Grants and Contracts	6,400,000	353,023	1,422,581	22%
Donations				
Transfers:	600,000	62,689	294,481	49%
TOTAL REVENUES	\$7,000,000	\$415,712	\$1,717,062	25%
EXPENDITURES				
Salaries and Wages	1,234,614	123,913	317,253	26%
Operating Expenditures	5,665,386	291,799	1,386,664	24%
Capital Expenditures	100,000		13,145	13%
TOTAL EXPENDITURES	\$7,000,000	\$415,712	\$1,717,062	25%

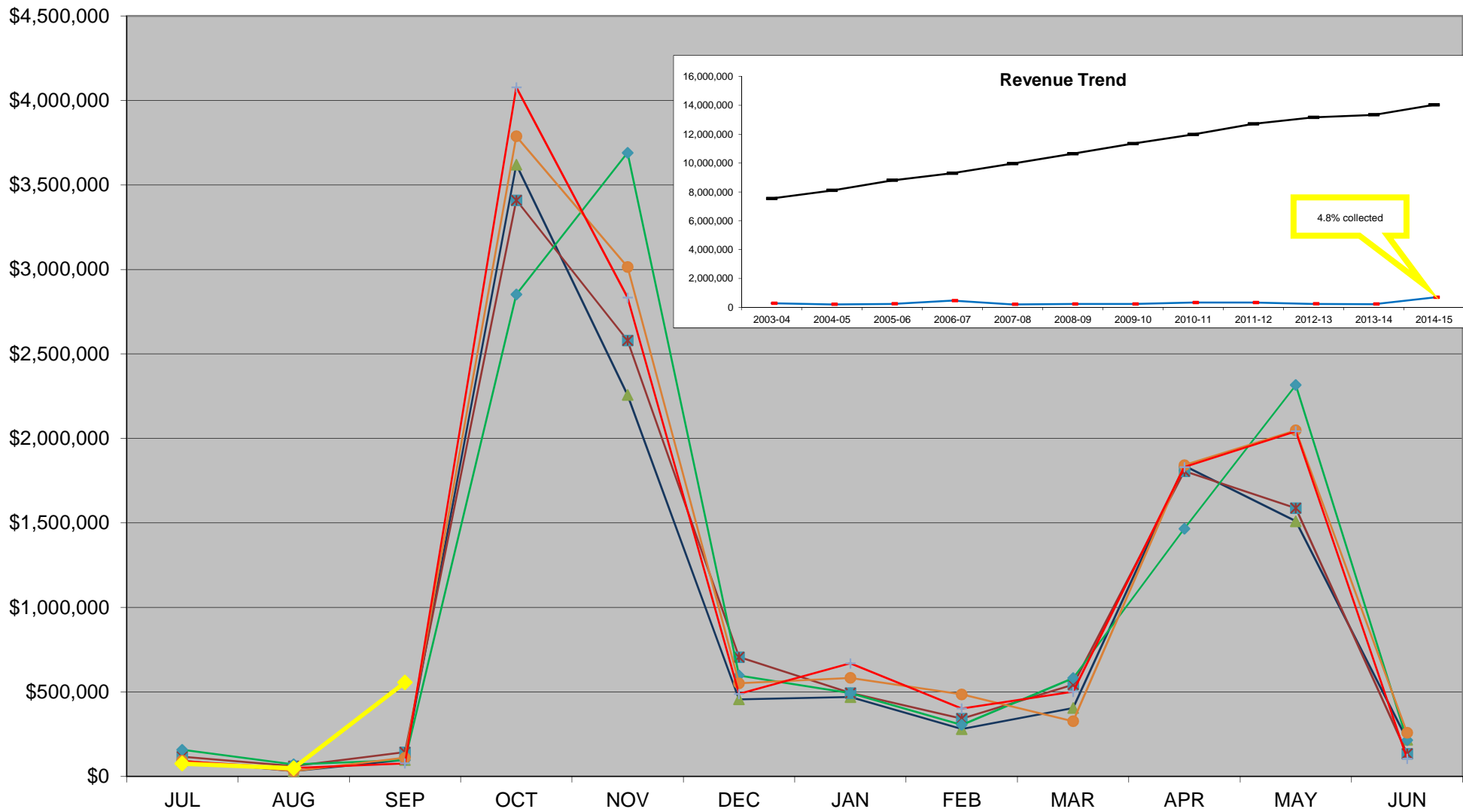
	Auxiliary			
	Budget	Current Month		%
		Actual	Y-T-D Actual	
REVENUES				
Sales and Services				
Bookstore	100,000	(20,546)	47,800	48%
Other	400,000	6,955	73,502	18%
Donations				
Transfers:	150,000		28,269	19%
TOTAL REVENUES	\$650,000	(\$13,591)	\$149,571	23%
EXPENDITURES				
Salaries and Wages	424,551	26,284	86,740	20%
Operating Expenditures	225,449	4,540	42,984	19%
Capital Expenditures				
TOTAL EXPENDITURES	\$650,000	\$30,824	\$129,724	20%

Cash Flows

Cash flows from all activities (YTD)	\$5,896,428
Cash used for all activities (YTD)	\$7,616,166
Net Cash for all activities (YTD)	(\$1,719,738)

Monthly Primary Property Tax Receipts

▲ 2009-10
 ■ 2010-11
 ◆ 2011-12
 ● 2012-13
 + 2013-14
 ◆ 2014-15



Human Resources UPDATE
DGB-November 18, 2014

FILLED

1. **Center Manager – Hopi – Cara Joe-Dukepoo transitioned from the Hopi Center Advisor/Library Technician. Cara received her Associate’s degree from Dine College and her Bachelor of Science degree from Northern Arizona University.**

OPEN

2. **Wireless Network Engineer – Closed September 21, 2014. 16 applicants.**
3. **Grant Accountant – Closed October 17, 2014. 7 applicants.**
4. **Coordinator of Administrative Systems Support – Closes November 14, 2014. 6 applicants.**
5. **Assistant to the Campus Manager - LCC – 20 hours. Closed September 25, 2014. 2 applicants.**
6. **Director of Enrollment Services – Closed October 20, 2014. 4 applicants.**
7. **Director of Student Services – Closed October 20, 2014. 9 applicants.**
8. **IS Support Technician – Closed October 26, 2014. 21 applicants.**
9. **Audio/Video Support Technician – Closes November 21, 2014.**
10. **Lead Technician for Technical Services – Closes November 21, 2014**
11. **Secretary to the Dean of Career and Technical Education – Closes November 21, 2014**
12. **Cashier-Bursar – Closes November 21, 2014**

INTERNAL POSTINGS

13. **Technical Design/Production Manager - Closed November 14, 2014**
14. **Faculty in English. – Closed November 14, 2014**

Fall Semester Enrollment Change, 2013-2014

	TOTAL FTSE		NAVIT FTSE		DUAL FTSE		REGULAR FTSE	
	2013	2014	2013	2014	2013	2014	2013	2014
Little Colorado	172	158	19	27	20	13	133	118
Painted Desert	190	200	35	55	47	47	108	99
Silver Creek	143	169	31	30	43	49	69	89
White Mountain	470	473	78	81	53	59	340	333
Subtotal	975	1000	163	193	163	168	650	639
ALU	1	1	0.0	0.0	0.0	0.0	1	1
CDA	46	40	0.0	0.0	0.0	0.0	46	40
DOC	14	59	0.0	0.0	0.0	0.0	14	59
Hopi	47	39	0.0	0.0	4	4	42	36
Internet	100	98	0.0	0.0	0.0	0.0	100	98
Kayenta	24	23	0.0	0.0	3	3	21	20
Springerville-Eagar	43	71	9	8	12	39	23	24
St Johns	89	89	42	49	2	2	45	39
Whiteriver	64	86	0.0	0.0	24	33	40	53
Apache Co Misc	42	22	0.0	0.0	32	18	10	4
Navajo Co Misc	2	1	0.0	0.0	2	1	0	0
Subtotal	473	529	51	57	79	98	341	373
TOTAL	1447	1529	214	250	242	266	991	1013

Regular Enrollment percentage change, Fall 2013-Fall 2014:

+2.2%

Total Enrollment percentage change, Fall 2013-Fall 2014:

+5.4%

Arizona community college average enrolment change, Fall 2013-2014

Unknown yet, but almost all report declines

HEADCOUNT

2013 – 3234

2014 – 3211 (-0.8)

Navajo County Community College District Governing Board Meeting Minutes

October 21, 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, Mr. Frank Lucero

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

Others Present: Sheriff K.C. Clark, James Molesa, Stuart Bishop, Josh Rogers, Beulah Bob-Pennypacker, Ann Hess, Everett Robinson, Betsyann Wilson, Randy Hoskins, Che' Shockey, Tiffani Martin, Sharon Hokanson, Linda Kor, Mary Springer, Margaret White

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Handorf called the meeting to order at 10:02 a.m. Mr. Matteson led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

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

Agenda Item 3: Call for Public Comment

None

Agenda Item 4: Reports

4.A. Financial Position – Vice President Hatch

Vice President Hatch summarized the Financial Position report to the Board. Mr. Lucero asked if the salary increases were reflected in the report. Vice President Hatch stated they were effective in July. Mr. Lucero asked if there was any idea why property tax receipts are lower than normal this time of year. Vice President Hatch stated there's really not a reason for concern at this point as it's such a small amount collected for the first three months anyway. Mr. Lucero asked if by the end of October that low revenue might become a worry. Vice President Hatch stated that October revenues are reported in December so not until December will there be a better sense of any possible shortcomings.

Mr. Winslow asked if the grants and contracts line included Pell grants. Vice President Hatch stated Pell grants show up in the restricted funds. The majority of the money in grants and contracts is contract money such as NAVIT, Apache County, and out-of-county funds. Mr. Matteson asked what type of investments investment earnings are derived from. Vice President



Hatch stated there are limitations on types of funds that the College can invest in. The Navajo County Treasurer's Office invests excess College funds. Other investment funds are in a local government investment pool that is managed by the State of Arizona's Treasurer's Office.

Mr. Winslow asked if grants and contracts included the Get into Energy grant and Business and Industrial Training. Vice President Hatch stated that Business and Industry Training revenues are in the auxiliary fund along with community education revenues and other revenues from auxiliary type activity. Mr. Winslow asked what else is included in the grants and contracts line. Vice President Hatch stated that other grants such as SBDC grants and nursing grants related to the Science Foundation. If there are any restrictions on how the money is used it flows through the restricted fund. Mr. Winslow asked if grant revenues comes in on a predictable basis or does it require reimbursement after justification. Vice President Hatch stated it is both predictable, as there are cycles that we receive funding from for the most part, but almost always it is a reimbursement process. Documentation is done on an ongoing basis and then the federal government distributes the money. Some grants do run through the State of Arizona or other entities. Mr. Winslow asked if any of the significant contracts the College has requires meeting certain metrics or outcomes in order to get full funding. Vice President Hatch stated that typically there is a performance component to it but is typically funded based on whatever the report is, even when not meeting the goal criteria. Explanations are necessary if not meeting goal criteria but almost always the College receives full funding because of reporting our results.

4.B. Human Resources – Director Sharon Hokanson

Director Sharon Hokanson reviewed the Human Resources report to the Board.

Mr. Winslow asked if she had received any feedback or response to the new internal postings. Sharon Hokanson stated employees seem to be very happy with it.

4.C. HLC Assurance – Director Leslie Wasson

Director Leslie Wasson stated the College's accreditation agency, the Higher Learning Commission (HLC), will be looking for evidence that the College is meeting the criteria on a consistent basis over time. There are five overall criteria that the HLC looks at. A team has been assigned to each criterion to evaluate evidence for each. The first two criterion teams have given their initial reports to SPASC. The first Criterion is Mission. Criterion 2 is Integrity. Criterion 3 and 4 are about Teaching and Learning, and Criterion 5 is Institutional Effectiveness.

The first two reports have recommended more documentation as it is clear the College is doing the right things but are not always documenting this with a paper trail that can be provided to the HLC when they visit. Criterion 3 will report to SPASC at the November 7 meeting.

4.D. NPC CASO

Margaret White addressed the Board and stated that CASO at last meeting had Betsyann Wilson report to them on the progress and purpose of NPC Friends and Family. CASO member Sandy Manor who is on the Strategic Planning committee reported to CASO about SPASC goal setting and assignment to CASO regarding key priorities, on providing supporting documentation, and explained how CASO members can fulfill the mission of the college. CASO member Shawntel Skousen, who is on College Council reported to CASO that College Council is working on



developing a process for a sick leave bank and have sent ideas to the Employee Relations Committee. CASO is also getting ready to put together a newsletter for November. Also, salary proposals for the upcoming contract year are under discussion. CASO Retreat will take place on the same day as January Convocation with hopes of having better turn out for employees as temps won't have to be found to fill in.

Mr. Matteson clarified that there currently was no sick leave bank and asked for details about it. Margaret White stated CASO only received the report that it was being worked on but didn't have any further details. Mr. Matteson stated it was a good idea that should be pursued.

Chair Handorf asked if College Council could report to the Board. President Swarthout stated College Council reports to the executive team but it could get definitely have a reporting cycle to the Board.

4.E. Faculty Association

Randy Hoskins, Faculty in Welding at White Mountain Campus (WMC), addressed the Board and stated he has taken over Curtis Casey's position at WMC. His replacement at Painted Desert Campus (PDC), Wes King, is doing well and moving the program forward. Enrollment in the Welding Program at all three locations is strong. Randy also stated he is co-chairing SPASC with Mark Vest and is on the writing team for the Quality Initiative. Welding students are participating in the Get into Energy grant, so they are being tested which helps them on the academic side, and they will get career readiness certification which will help them in their field. Also, the PDC Skills Center was host for the Get into Energy grant this weekend. The Faculty Association is discussing competency based instruction.

4.F. NPC Student Government Association

Josh Rogers introduced SGA President Che' Shockey, and Vice President Tiffani Martin, and stated that all four campuses are represented on SGA as well as three of the centers. Che' Shockey will be recruiting in Springerville and St. Johns. Tiffany Martin, Vice President of the SGA, addressed board and stated SGA has funded the laptop scholarship again this year. SGA will also be funding the study aboard scholarship. Three members of SGA are attending the ASGA Leadership Convention in Los Angeles in late November; members attending will be Che' Shockey, Jorge Morales, and Tiffany Martin. President Che' Shockey stated the SGA will be hosting a turkey drive for this Thanksgiving. The goal is to start advertising at the beginning of November and will run the food drive through the month of November. Also, every spring SGA hosts a talent show and basketball tournament.

Mr. Winslow asked if the outlying centers know that activities and funding are available. Josh Rogers stated if there are activities students would like to organize then the procedure would be to meet with SGA and have them vote on it. Mr. Winslow asked who takes the initiative to contact students at centers to let them know about the ability to request activities from SGA. Josh Rogers stated the SGA representative from each center is are responsible for conveying information to other students. Communication on upcoming events could be stepped up. Chair Handorf suggested simply asking students to be involved. Josh Rogers stated a survey was run at the meeting at the beginning of the year and asked what kind of activities the students



were interested in being involved in and the top three choices were service activities, leadership development, and family activities.

4.G. NPC Friends and Family – Betsyann Wilson

Betsyann Wilson addressed the Board and stated Pedal the Petrified in September was a great success and raised over \$12,000 for scholarships. She acknowledged the volunteers from administration, Prescott Winslow from the Board, NPC staff, faculty, and community members. She stated that she received positive feedback from riders.

Betsyann stated Friends and Family is adding board members from across the communities served, and there will be a regular meeting on audio system the third Friday of every month from 11am-1pm. She will attend at a different location every time.

Also, three new grants for students have been approved; NPC Friends and Family Leg Up grant, which is \$500 for one campus student and one center student who don't qualify for Pell but still need financial help, also Fill the Gap grant for one campus and one center student for \$500 for student who receive Pell but still have unmet needs since low income students completion rates are lower, so helping them overcome obstacles is very important. And finally, an Emergency fund for \$1000, \$250 to four students a semester. As an example, a student at White Mountain Campus had books stolen, and he was able to use the emergency fund to replace the books. Vicki Bessinger asked for vendor sponsorships for this and donated \$500 toward the grant.

Finally the building on Hopi Drive has sold to Community Counseling Services for \$230,000. \$200,000 of that will be invested in interest bearing accounts to have fall back money, and \$30,000 will help self-fund four projects: Pedal the Petrified, PGA Golf Tournament and several other fund raisers. Friends and Family is continually looking for donors and sponsors for scholarships.

Agenda Item 5: Consent Agenda

- A. September 16, 2014 DGB Minutes; September 16, 2014 Executive Session Minutes
- B. Dual Enrollment Intergovernmental Agreement between the Navajo County Community College District and Heber-Overgaard USD

Mr. Matteson made a motion to approve the consent agenda. Mr. Winslow seconded. The vote was unanimous in the affirmative.

Agenda Item 6: Old Business

6.A. None

Agenda Item 7: New Business

7.A. Review of Policy 1075 – Board Self-Evaluation

President Swarthout stated staff recommends the Board adopt revisions to Policy 1075 which includes the self-evaluation tool and an annual December self-assessment date. If there are any comments from the Board regarding these changes or there are any other suggested revisions please let the President's Office know.



7.B. Revision of Policy 1030 – Policy Creation and Review

President Swarthout stated Policy 1030, Policy Creation and Review, had language changes added at first read. Staff recommends adoption of these changes.

*Mr. Mattson made a motion to approve revisions to Policy 1075 – Policy Creation and Review. Mr. Lucero seconded the motion. **The vote was unanimous in the affirmative.***

7.C. First Read for revision or review: Policy 1007, Policy 1010, Policy 1015, Policy 1020

President Swarthout stated there are very few changes to be made. Primary change is of Policy 1007 where the name of the College's accrediting association is changed to The Higher Learning Commission. These will be presented for final approval at the next board meeting. Any comments or concerns can be directed to the President's Office.

7.D. Review of College Bound Scholarships

Vice President Vest stated for fall semester, 30 students have used the College Bound Scholarship across the district. The Finish Line scholarship was utilized by 57 students. The College set aside \$150,000 for each of these. Although College Bound scholarship is not anywhere near the desired utilization, it was introduced just a few weeks before school ended and staff did not anticipate large participation this fall. With Finish Line, potentially over 100 students will be awarded by the end of the year, and will end up around 60-65% utilization which is very good for the first year.

Vice President Vest stated that some changes to the College Bound Scholarship have been made. One of the requirements tied to a student's level at their school district made the scholarship open only to junior and senior students, and this blocked homeschool students from being able to participate in the program because they couldn't independently verify a junior or senior status unless they were going through a national online school organization. Also, the 7 credits per semester limitation forced students to make decisions between student activities and college courses. So the 7 credit limit was removed and now a student has 28 credits of scholarship eligibility while in high school so there is more time in which to use the 28 credits. In addition to a high school GPA requirement, another option will be to take and pass the automatic placement tests for classes in lieu of a GPA. This would, again, help homeschool students who don't necessarily have a high school GPA, and would also help students who are slightly below the GPA requirement.

Vice President Hatch will be giving flyers to superintendents at the Navapache School Administrators meeting and Vice President Vest will send out flyers to the school district staffs to help get students informed about the availability of these scholarships. During high school visits, NPC staff will provide high schools with flyers and posters.

Mr. Winslow asked for a survey on Finish Line students, to find out why Finish Line was attractive to them. Vice President Vest stated there's not large enough pool of completers to get a good sense, but currently there is more utilization from currently enrolled students than from students who have stopped or dropped out. Students with a credit level close to graduation were informed. Most nursing students have a difficult time working while in the nursing program and



are at or above the Pell eligibility limit and have difficulty applying for scholarships as the last two semesters of the nursing program are not full load. Mr. Matteson asked how homeschool students are placed into programs. Mark Vest stated the College is open access so admission criteria do not require a high school degree to take classes here. Placement into courses is the only requirement. The College prefers a high school degree, and students are not Pell eligible without a high school diploma or GED.

Chair Handorf asked if SGA was informed of these scholarships so they could notify other students. Vice President Vest stated they were informed in the spring and again in the fall.

7.E. Request to Approve Apache County IGA

Vice President Hatch stated the red lined version in the packet laid out the changes that were made from what was approved in June to the version staff is recommending for approval today. The primary difference in the two IGAs is this updated version is going to be an 18-month IGA. It will still cover the two-year period but the College will revisit the agreement much further in advance of the school year starting. Mr. Matteson commended staff and administration for their efforts in working through the IGA approval process.

*Mr. Matteson moved to approve the Intergovernmental Agreement with Apache County. Mr. Lucero seconded the motion. Mr. Lucero abstained. **The motion passed with a majority.***

7.F. Review of NPC Foundation Audit

Vice President Hatch reviewed the 2013/2014 non-profit entity audit for the NPC Foundation. Vice President Hatch stated that it was a clean audit with no findings. It should be noted that the Foundation had reached ground zero before the transition to Friends and Family. Based on reports, a more positive financial position will be seen moving into the coming years.

Vice President Hatch stated the assets of the Foundation shows a significant reduction of total assets, \$292,000 in 2013 to \$214,000 in 2014, which is a 27% reduction in assets. This audit will be included in the College's financial audit report as a component unit.

Mr. Lucero asked about reduction of total assets. Vice President Hatch stated that it was an actual cash reduction but also there was a slight increase on investments. In 2014 there was a significant amount of expense that exceeded revenues. Mr. Matteson asked if all assets transferred to Friends and Family. Vice President Hatch stated the change from NPC Foundation over to NPC Friends and Family was a name change only and so assets did not need transferred.

7.G. Review of Show Low Auto-shop Lease

Vice President Hatch stated that in August the Board approved a five-year lease for a 12,000 SF dedicated facility at a base rental amount of \$8500 per month. The College does pay for utilities, repairs of the facility except for the roof and exterior walls, and maintenance of facility and grounds. The operational cost of the program is evenly divided between NPC and NAVIT. There are no current plans to move the automotive instruction from this facility prior to the end of the lease term and there are no current plans to add additional automotive instruction within



the NPC service area. President Swarthout stated that Superintendent Matt Weber, NAVIT, was in audience if there were any questions.

Mr. Lucero asked if there was any chance NAVIT might lose the ability to pay their half of the rent. Vice President Hatch stated that from NPC's perspective NAVIT is an ongoing, healthy entity that NPC will continue to partner with for high school students. Mr. Lucero stated there are both NPC and NAVIT students in the location. Vice President Vest stated that even if there is a NAVIT program there are adult students mixed into the courses. There are 19.2 FTE in the automotive program this fall, 12.2 of that is NAVIT, and 7 are adult. Mr. Lucero asked if NPC provided the instructors. Vice President Vest stated that the College provides instruction for all programs taught at NPC facilities.

Mr. Lucero asked why NPC pays for half of the automotive rent. Vice President Hatch stated NAVIT and NPC has shared 50/50 operational costs from the inception of their relationship. NAVIT also pays tuition for the students, so the College receives more funding for NAVIT students than for other students. Mr. Lucero asked if NAVIT pays for half of the instructional costs. Vice President Hatch reiterated that NAVIT pays half of all operational costs, including instruction.

Mr. Lucero asked what happened during the last lease period that required NPC to take over the lease from NAVIT. Vice President Hatch stated that NAVIT had originally entered into the lease agreement, but statutory changes in state law made it less enticing for NAVIT to be the lessee, and since the College was already splitting the costs, the College determined to take over all leased facilities that NAVIT had. The cost doesn't change any to NPC, the College just became the lease holder rather than NAVIT.

Superintendent Matt Weber stated that in recent months with Sam Harris as the new instructor in automotive, there is an increase in demand for this program. Mr. Lucero asked if there could be so many NAVIT students that there was no room for adult students. Vice President Vest stated NAVIT students allow the program to be offered as there would not be enough adult students to fill the program.

Mr. Winslow stated NAVIT students don't always finish their degrees while in the program, so NAVIT students are a feeder to full-time students as more NAVIT students come back to finish their degrees.

7.H. NATC Facility Agreement

Vice President Hatch stated the NATC lease agreement is \$24,000 per year, 12-month agreement, and includes access to classrooms and all training facilities plus office space dedicated to NPC staff at the facility. NPC provides custodial services, phone, and internet but does not pay other utilities not directly related to instruction. The College doesn't pay the membership contribution that other users pay. Under a separate agreement, directly with NATC, Navajo County provides significant facility maintenance services and Town of Taylor has provided assistance in the past. Fire and law enforcement entities, along with other facility users, do pay an annual membership contribution in exchange for use of facilities on a scheduled basis.



When NPC was not operating the facility, staff provided instruction in Snowflake for Fire Science and had rental agreements with fire entities for use of other facilities. The law enforcement academy had not been offered for some time prior to the NATC facility.

Mr. Lucero asked what the total cost per year for the College is to run NATC including instructors, maintenance, internet, phone. President Swarthout stated instruction is not part of a facility agreement. Mr. Lucero stated he was asking for the entire cost to NPC to run the programs at NATC.

Vice President Hatch stated there is no location based cost accounting, but rather a program based accounting. He stated he could provide Mr. Lucero with the Fire Science Department's overall budget but did not have it in front of him.

Mr. Lucero stated the last budget showed \$250,000 a year for NATC expenses, and would like to know how much NPC is putting into the facility. The facility itself is need of repairs, and just the driving track alone needs \$1,000,000 in repairs. The buildings are going to need repaired. Mr. Lucero asked why the College investing money in property they don't own. The College either needs to own it or get out of it.

Vice President Hatch stated that currently NPC is paying for the \$24,000 rental of the facility. The funds for capital improvements are not NPC funds but are funds given by the State of Arizona for capital improvements. Currently there are no recommendations in place for NPC to do any capital improvements at the facility outside of the state funding.

Mr. Lucero stated he would like to the College to send a letter to NATC asking that the \$24,000 rent be considered in lieu of what the College is providing.

Vice President Hatch clarified that the educational services that the College is providing that happens to be at the NATC facility is services that NPC provides regardless of location. Facility contributions are minimal compared to the instructional cost which is primarily personnel and staff expenses.

Mr. Lucero stated that he does not feel the College should pay to provide instructors. Since the College provide a service that is beneficial to NATC the College should not pay rent.

Mr. Lucero made motion to send a letter to NATC asking that College services be considered in kind instead of paying \$24,000 in rent. The motion died for lack of a second.

Mr. Winslow stated the College has an awkward relationship with NATC. He said, the Auditor General has advised the College needs to control it and legal counsel has advised that we shouldn't own it for liability issues, one of the liabilities being the outstanding loan to the Town of Taylor. However, despite this NATC does not provide fire science and law enforcement instruction, NPC does. Although it's not as a clean of an arrangement, paying rent at NATC is similar to the Show Low auto shop lease. Where would NPC find appropriate facilities to provide fire science and law enforcement instructional programs? Mr. Winslow stated the



question is, is \$24,000 a reasonable amount to pay for these facilities in order to provide these programs. Mr. Winslow stated it would be useful for long-term planning to evaluate whether the goal is to eventually own the facilities. Waiting until NATC pays off the loan to Town of Taylor being a consideration. Mr. Winslow stated he was not clear about what the Board was being asked to do with the NATC facility agreement. President Swarthout stated the NATC item was requested by a board member and there was no recommendation from staff for any action.

Chair Handorf asked how much money originally came from the State for NATC capital improvements. Vice President Hatch stated \$1.5 million. Chair Handorf stated that perhaps the needed repairs could be presented to the legislature as an additional need for further funding, but she didn't feel the \$24,000 in rent was an issue.

Mr. Winslow stated the new building has been bought with State funds, but asked if the deteriorating buildings were being used for instruction. Vice President Hatch stated they were. Mr. Winslow asked if the classroom facilities are a necessity to continue services at NATC. Vice President Hatch stated there are concerns about the facility, but an inspection was done by the Town of Taylor determined that because of soil movement, the facility will need to be kept level and will be an ongoing maintenance need.

Mr. Winslow stated one of the biggest problems with the facility is the only voting members are NPC representatives, so NPC has full control, but NPC does not own it. Vice President Hatch stated NATC Board did request the inspection of the building to ensure quality of the facility, and he believes that \$24,000 is supportable as a fair market value of leasing the classrooms and office space. NATC does need to make sure the facility stays in as good as a condition as possible, the maintenance cost of leveling and taking care of facility is NATC's responsibility. In some cases Navajo County provides services that help maintain the facility as well.

Vice President Hatch stated the DGB is the tenant of the NATC lease, but the NATC board is the landlord, so the DGB becomes the equalizer to ensure that Vice President Hatch and Vice President Vest are managing well.

Chair Handorf stated that it is not all that unusual for a tenant to make improvements to a rental property.

Sheriff K.C. Clark addressed the Board and stated he understood the awkwardness of the NATC and NPC relationship, and in the future there might be an easier relationship, but the program benefits the citizens of Navajo County, and is a great partnership between the County, NATC, the College, as well as the Town of Taylor. The Fire Science program is huge, and the law enforcement academy has done well. The County is committed to the partnership and appreciates NPC support. Sheriff Clark finished by saying he hopes the College and the County will continue to partner with these programs.



Agenda Item 8: Standing Business

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

Vice President Vest stated SPASC has developed a template to use in the future for a short and succinct clear set of strategic priorities. Operational planning in November will begin a series of sessions on how operational planning can be done. Also, a group has been identified to attend the HLC conference in March 2015, and will include members of the Quality Initiative. A group was also chosen to participate in the Completion and Persistence Academy in June.

Mr. Matteson asked where all the meetings are held. Vice President Vest stated that the meetings are a mixture of live and distance meetings held both at PDC and WMC as well as on the video system. The national meeting will be in Chicago and the academy in St. Charles. Mr. Winslow asked if SPASC is responsible for wordsmithing the draft strategic plan. Vice President Vest stated it was. Mr. Winslow stated that when the strategic plan is presented he would like to be provided with some idea of the debate that went into the development. Chair Handorf stated the Board has asked that items brought to them be linked to the strategic plan.

8.B. President's Report – President Swarthout

Mr. Winslow asked if Coconino Community College's situation has had any recent changes. President Swarthout stated nothing much has changed, but Coconino's timelines did put off until this fall decreasing the nursing program so some things just haven't happened yet so the impact is yet to be seen. Mr. Winslow asked if EAC had communicated about their Gear Up program in Navajo County. President Swarthout stated there had been no communication from EAC.

8.C. Agenda Items/Informational Needs

Chair Handorf stated the GISS student success literature could be brought to the next meeting. President Swarthout suggested it be sent by email. Chair Handorf agreed, and stated that she felt it was important to get as many board members as possible to attend. ACCT will be presenting at Maricopa Community College and will pay 80% of attendance and will help toward overnight lodging. Chair Handorf stated she would like to have Board participation on April 24 and 25, 2015.

Mr. Winslow requested that Vice President Vest report on the status of NPC's Gear Up application.

Mr. Matteson stated that Mr. Lucero and he visited the NATC to look at the track and other facilities. His conclusion was that the County engineer was going to make recommendations for some expenditure of funds to do tests on soil and the foundation around building on the driving track.

Agenda Item 9: Board Report/Summary of Current Event

Agenda Item 10: Announcement of Next Regular Meeting: November 18, 2014



Agenda Item 11: Adjournment

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

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board

DRAFT



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32**

This Intergovernmental Agreement (“Agreement”) is entered into this 6th day of MAY, 2014, between Navajo County Community College District, (“College”), and Blue Ridge Unified School District No. 32, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

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

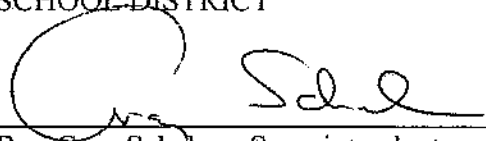
Greg Schalow, Superintendent
Blue Ridge Unified School District
1200 W White Mountain Blvd
Lakeside, AZ 85929

COLLEGE

SCHOOL DISTRICT

By: Dr. Jeanne Swarthout, President
Title: President

By: Greg Schalow, Superintendent
Title: Superintendent



Date

Date

May 6, 2014

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

Blue Ridge Unified School District #32
ATTN: Business Office
1200 White Mountain Rd.
Lakeside, AZ 85929

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
IMO160	ROBOTICS	3.00	FALL	FOGLE, ERIC
IMO161	INTRO COMPTR AID MANU	3.00	FALL	FOGLE, ERIC
IMO199	WORKSHOP	3.00	FALL	FOGLE, ERIC
IMO200	SYSTM CRITIC THINK AN	3.00	FALL	FOGLE, ERIC
MAT103	BUSINESS MATH	3.00	FALL	FOGLE, ERIC
LAN160	BEG AMERICAN SIGN LAN	3.00	FALL	GARRISON, LA
BUS126-	INTRO MS OFFICE	3.00	FALL	GOMEZ, KATHR
BUS100	INTRODUCTION TO BUSIN	3.00	FALL	GOMEZ, KATHR
BUS105	TECHNIQUES OF SUPERVI	3.00	FALL	GOMEZ, KATHR
BUS106	TECH OF PERSONAL FINA	3.00	FALL	GOMEZ, KATHR
BUS110	SM BUSINESS MANAGEMEN	3.00	FALL	GOMEZ, KATHR
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	FALL	GOMEZ, KATHR
BUS122	COMPUTER ACCOUNTING	3.00	FALL	GOMEZ, KATHR
MAT152	ADVANCED ALGEBRA	3.00	FALL	KEAN, THOMAS
MAT189	PRECALCULUS ALGEBRA-T	3.00	FALL	KEAN, THOMAS
MAT231	CALCULUS II	4.00	FALL	KEAN, THOMAS
CIS115	INTRO GRAPHIC COMMUNI	3.00	FALL	PETERSEN, DA
CIS116	COMPUTER PHOTOGRAPHIC	3.00	FALL	PETERSEN, DA
CIS117	TWO-DIMENSIONAL COMPU	3.00	FALL	PETERSEN, DA
CIS119	PAGE LAYOUT AND DESIG	3.00	FALL	PETERSEN, DA
CIS258	COMPUTER ILLUSTRATION	3.00	FALL	PETERSEN, DA
CON100	CONSTRUCTION SAFETY P	4.00	FALL	RICE, JAMES
CON121	CABINETMAKING I	3.00	FALL	RICE, JAMES
CON221	CABINETMAKING II	3.00	FALL	RICE, JAMES
CON222	CABINETMAKING III	3.00	FALL	RICE, JAMES
INA105	WOODWORKING I	3.00	FALL	RICE, JAMES
INA106	WOODWORKING II	3.00	FALL	RICE, JAMES
INA205	WOODWORKING III	3.00	FALL	RICE, JAMES
INA206	WOODWORKING IV	3.00	FALL	RICE, JAMES
CIS103	INTRO TO WINDOWS	1.00	SPRING	FOGLE, ERIC

CIS106	COMPUTER LITERACY	3.00	SPRING	FOGLE, ERIC
CIS114	INTRODUCTION TO MULTI	3.00	SPRING	FOGLE, ERIC
CIS118	GRAPHICS-INTERACTV AN	3.00	SPRING	FOGLE, ERIC
CIS122	INTRO COMP PRESNTN GR	1.00	SPRING	FOGLE, ERIC
CIS161	MICROSOFT OPERATING S	3.00	SPRING	FOGLE, ERIC
CIS187	INTRODUCTION TO WEB D	3.00	SPRING	FOGLE, ERIC
IMO160	ROBOTICS	3.00	SPRING	FOGLE, ERIC
IMO161	INTRO COMPTR AID MANU	3.00	SPRING	FOGLE, ERIC
IMO199	PNEUMATICS & HYDRAULI	3.00	SPRING	FOGLE, ERIC
IMO200	SYSTEM CRITIC THINK AN	3.00	SPRING	FOGLE, ERIC
MAT103	BUSINESS MATH	3.00	SPRING	FOGLE, ERIC
LAN161	INTERM AMERICAN SIGN	3.00	SPRING	GARRISON, LA
LAN260	ADV AMERICAN SIGN LAN	3.00	SPRING	GARRISON, LA
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	SPRING	GOMEZ, KATHR
BUS117	PRINC ACCT I-FINANCIA	3.00	SPRING	GOMEZ, KATHR
BUS122	COMPUTER ACCOUNTING	3.00	SPRING	GOMEZ, KATHR
MAT152	ADVANCED ALGEBRA	3.00	SPRING	KEAN, THOMAS
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING	KEAN, THOMAS
MAT221	CALCULUS I	4.00	SPRING	KEAN, THOMAS
CIS115	INTRO GRAPHIC COMMUN:	3.00	SPRING	PETERSEN, DA
CIS116	COMPUTER PHOTOGRAPHIC	3.00	SPRING	PETERSEN, DA
CIS117	TWO-DIMENSIONAL COMPU	3.00	SPRING	PETERSEN, DA
CIS119	PAGE LAYOUT AND DESIG	3.00	SPRING	PETERSEN, DA
CON100	CONSTRUCTION SAFETY P	4.00	SPRING	RICE, JAMES
CON121	CABINETMAKING I	3.00	SPRING	RICE, JAMES
CON221	CABINETMAKING II	3.00	SPRING	RICE, JAMES
CON222	CABINETMAKING III	3.00	SPRING	RICE, JAMES
INA105	WOODWORKING I	3.00	SPRING	RICE, JAMES
INA106	WOODWORKING II	3.00	SPRING	RICE, JAMES
INA205	WOODWORKING III	3.00	SPRING	RICE, JAMES
INA206	WOODWORKING IV	3.00	SPRING	RICE, JAMES

TIME RECEIVED
November 6, 2014 8:41:07 AM MST

REMOTE CSID
9287385333

DURATION
575

PAGES
19

STATUS
Received

9287385333

08:31:01 a.m.

11-06-2014

1 / 19

HOPI JR/SR HIGH SCHOOL
"Home of the Bruins"
P.O. Box #337
Keams Canyon, Arizona 86034
Telephone: (928)-738-5111
Fax: (928) 738-5333

FAX TRANSMITTAL

DATE: November 06, 2014

TO: Barbara Akins

FAX. #: (928) 530-6212

FROM: Kim Honeycutt

Number of pages transmitted including the cover page 19

MESSAGE:
Dual Enrollment Agreement
Between Navajo County Community
College District and Hopi Junior/Senior
High School

If you receive this transmission in error, please contact the Hopi Jr/Sr High School immediately.

**DUAL ENROLLMENT AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HOPI JUNIOR/SENIOR HIGH SCHOOL**

This Dual Enrollment Agreement ("Agreement") is entered into this ___ day of _____, 2014, between Navajo County Community College District, ("College"), and Hopi Junior/Senior High School ("School") (collectively "Parties").

BACKGROUND

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

College has determined that it is in the best interests of the citizens of the School 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 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 students.

2. DEFINITION

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

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

- C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

This Agreement shall be effective:

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

The term of this Agreement shall be from the Effective Date through June 30, 2015 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

- A. College will offer Dual Enrollment Courses to School 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 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 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 in 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.

Homeschooled 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 more 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 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 Native American Student Information System (NASIS) number assigned to the student. School will provide College with the NASIS 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 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 substitute instruction, as necessary and as agreed upon by School, 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 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 as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and

School'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 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 with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School 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 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 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 of a student's need, if College is providing the instructor, College will cooperate with School 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 in determining appropriate accommodations, however, School 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 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

5.1 General Course Requirements

- A. School will provide an opportunity for 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 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; 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 is providing the instructor for the Dual Enrollment Course, School 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 at the School facility during the day.
- D. School 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 Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
- F. School will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School 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 will enroll the student using the student's NASIS number and provide that number to College.

5.2 Instructors and Instruction

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

5.3 Assessment and Monitoring

- A. School 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's high school Scope and Sequence to review and amend the course outlines as necessary.
- B. School will provide counseling and advisement for School students while they are enrolled in Dual Enrollment Courses.

5.4 Policy and Procedure

- A. School 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 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, and should act appropriately; and
 - 5. is aware of the requirements for determination of resident/nonresident tuition.
- B. School will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School 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 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 and College. Pursuant to FERPA, School 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 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. School shall work with College in determining appropriate accommodations. School shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

5.6 Reporting

School 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 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 shall remain an employee of School, and shall be subject to the terms and conditions of the instructor's employment contract and School policy, but shall also be subject to continuing approval by College. Should a School instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School, 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 policy. Should an instructor violate School procedure or policy, School 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 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 and shall follow the schedule and calendar of classes as established by School and approved by College.

6.3 Removal from Course

School 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 policies. College shall have the right to request School to remove a student from a Dual Enrollment Course in accordance with College policy.

6.4 Schedule and Number of Students

School 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 and College. School and College must mutually agree if any student who is not a student of School 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 for the services of a qualified instructor provided by School or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

School and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School 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 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 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.

7.3 Tuition

- A. The student or School 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 with payments due from College to School.
- C. School 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 ninety (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 (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically be terminated.

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 for the program shall be retained by School.

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 applicable State, Federal and Tribal 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 considered under the laws of the State of Arizona and shall incorporate by reference all laws governing Dual Enrollment 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, AZ 86025

If to School:

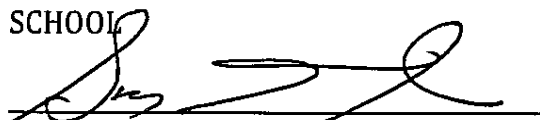
Dr. Gregory Sackos, Superintendent
Hopi Junior/Senior High School
P.O. Box 337
Keams Canyon, AZ 86034

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

COLLEGE

SCHOOL

By: Dr. Jeanne Swarthout, President



By: Dr. Gregory Sackos, Superintendent

Date: _____

Date: 11/5/14

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 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

For each course for which the School provides and pays for the instructor, the College shall pay the School 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 School 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 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	School	Student <input checked="" type="checkbox"/>
2. Course Fee	School	Student <input checked="" type="checkbox"/>
3.	School	Student

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

- School 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 to the College:

- A. School is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School deems appropriate; and
- B. School 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 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 AND COLLEGE

The School 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:

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

Hopi Jr/Sr High School
ATTN: Business Office
PO Box 337
Keams Canyon, AZ 86034

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:

(Specify percentage or dollar amount)

0

Amount School 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
ENL101	COLLEGE COMPOSITION I	3.00	FALL	LAUGHLIN, MAGGIE
ENL102	COLLEGE COMPOSITION II	3.00	SPRING	LAUGHLIN, MAGGIE
MAT152	ADVANCED ALGEBRA	3.00	SPRING	LOMAKEMA, LA
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING	LOMAKEMA, LA
MAT221	CALCULUS I	4.00	SPRING	LOMAKEMA, LA

REQUEST TO APPROVE EMERITUS STATUS SUSAN OLSEN

Recommendation:

The staff recommends the approval of Emeritus status for Susan Olsen.

Summary:

Following NPC Procedure 2776, staff recommends Emeritus status with its associated benefits be conferred on Susan Olsen. Susan has been employed by the college since August 1, 1987. By virtue of Susan's 27+ years of college employment with an excellent service record, she is more than qualified for Emeritus status. The College wishes her the best in her retirement from the institution..



REQUEST TO APPROVE EMERITUS STATUS LOYELIN ACEVES

Recommendation:

The staff recommends approval of Emeritus status for Loyelin Aceves.

Summary:

Following NPC Procedure 2776, staff recommends Emeritus status with its associated benefits be conferred on Loyelin Aceves. Loyelin has been employed by the college since March of 1993. By virtue of Loyelin's more than 21 years of college employment with an excellent service record, she is more than qualified for Emeritus status. The College wishes her the best in her retirement from the institution.



REQUEST TO APPROVE MERITORIOUS STATUS EMMA HILLEN

Recommendation:

The staff recommends the approval of Meritorious status for Emma Hillend.

Summary:

Following NPC Procedure 2776, the staff recommends Meritorious status with its associated benefits be conferred on Emma Hillend. Emma has been employed by the college since August of 2003. Procedure 2776 allows college employees to nominate individuals for Meritorious status, regardless of years of service. Emma has been employed by the institution for more than 11 years; however because of the committed manner in which she has served the college and its students, there is wide employee consensus that she has earned the benefits of Meritorious status.



REQUEST TO APPROVE REVISION OF BOARD POLICY 1075 BOARD SELF-EVALUATION

Recommendation:

The following self-assessment tool was presented to the Board in May of 2014. With input from the Board the tool was further developed for board use. The following revision to Policy 1075 is recommended.

Policy 1075 District Governing Board's Self Evaluation

The Board will conduct a self-evaluation process annually in order to assess its effectiveness as a governing board, and individually as elected members. The District Governing Board, using the included evaluation instrument, will conduct a board self-assessment at the December District Governing Board meeting each year.



REQUEST TO APPROVE REVISION/REVIEW OF POLICY 1007-ACCREDITATION POLICY1010-CONFLICT OF INTEREST POLICY1015-DGB MEETINGS GENERAL SESSIONS POLICY1020-EXECUTIVE SESSIONS

Recommendation:

Staff recommends the following revision to District Governing Board Policy 1007. There are no revision recommendations for Policy 1010, Policy 1015, or Policy 1020.

Policy 1007 Accreditation

It shall be the policy of Northland Pioneer College to conform to the fullest extent possible with the accreditation requirements and guidelines of the ~~North Central Association of Colleges and Schools~~ Higher Learning Commission. All employees shall be under a continuing duty to comply with accreditation requirements, as they arise. (New 5/16/98)

Policy 1010 Conflict of Interest

No member of the Board shall directly or indirectly receive any compensation or derive any profit or gain by reason of his membership on said Board or by reason of services to the college district. (A.R.S. D 38-8466 and D 38-8467) (7/15/74)

Policy 1015 District Governing Board Meetings: General Sessions

All meetings at which three (3) or more members of the Board are present shall be public meetings. All minutes of such meetings as are required by law shall be properly and accurately recorded and open to public inspection, except as provided by policy concerning executive sessions. (A.R.S. 38-431.01) (Rev 4/21/92)



Policy 1020 District Governing Board Meetings: Executive Sessions

Executive meetings may be held subject to the following conditions:

1. Such sessions will be called only for purposes as outlined in A.R.S. 38-432.03.
2. Such sessions shall not be used to defeat the purposes as set by state law.
3. Such executive sessions may be called only by a majority vote of the members of the Board.
4. No official action will be taken.

(A.R.S. 38-431.03) (Rev 9/21/04)



Northland Pioneer College

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

REQUEST TO APPROVE 2015-2016 STRATEGIC PLANNING AND BUDGET DEVELOPMENT CALENDAR

Recommendation:

Staff recommends approval of the 2015-16 Strategic Planning and Budget Development Calendar.

Summary:

Staff will review the proposed strategic planning and budget development for 2015-16.

Staff will seek Board input and guidance in order to develop a set of budget assumptions and guidelines for Board approval in December. Net Assessed Valuation and State Aid trend information is attached to assist in the ongoing discussions.



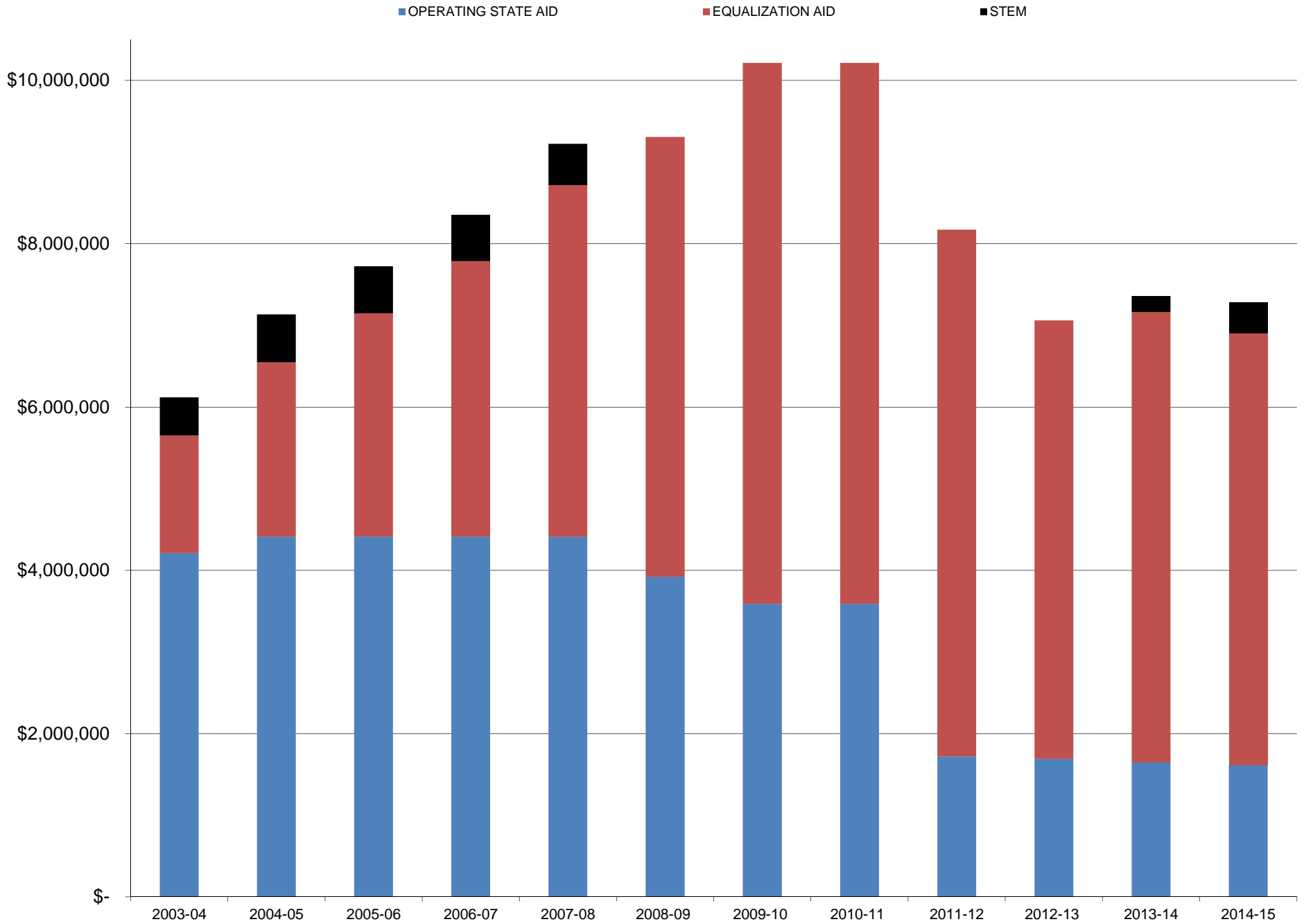
STRATEGIC PLANNING AND BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2015 – 2016

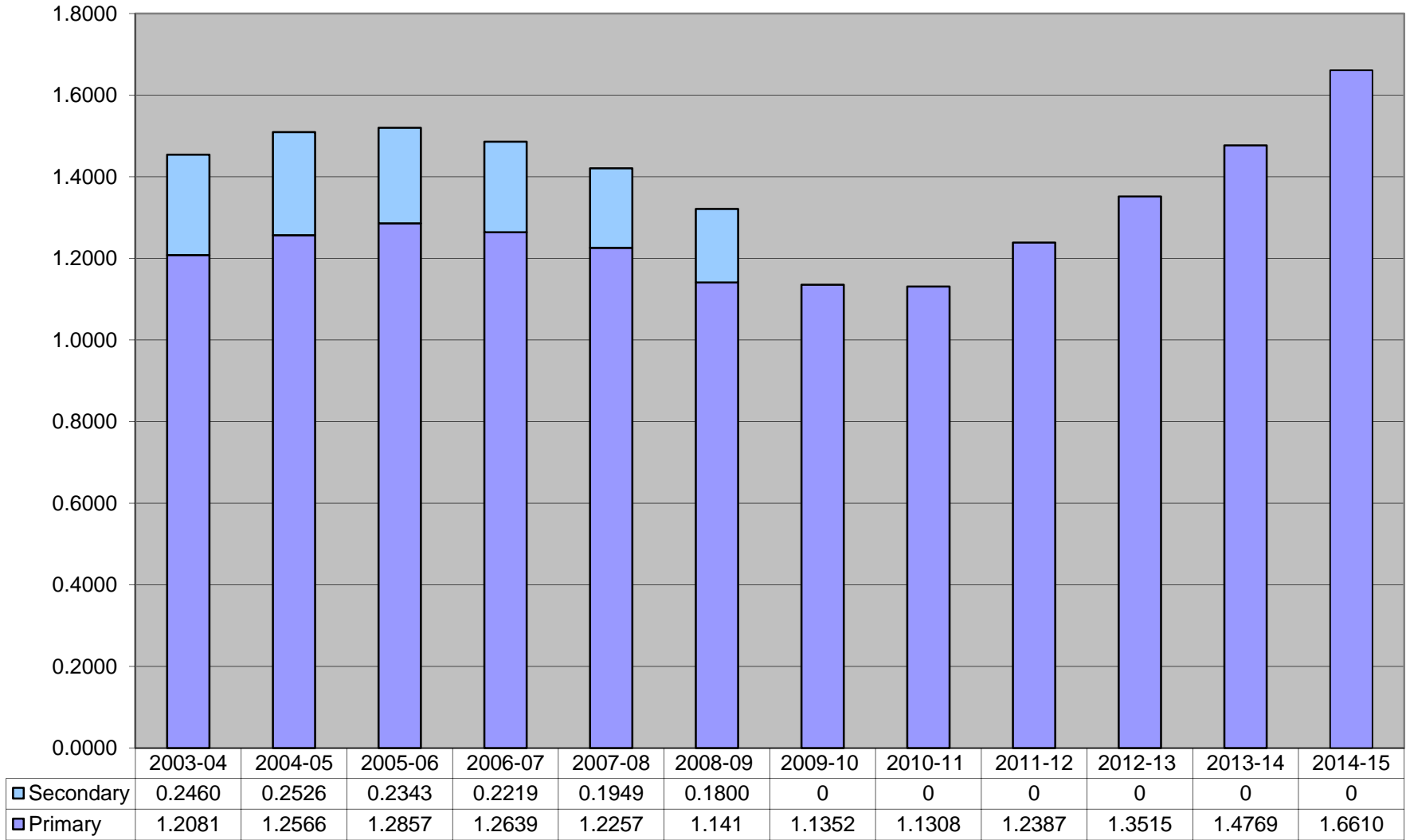
PROPOSED

ACTIVITY	RESOURCE	DUE BY
1. Receive and approve budget calendar	DGB	18 November
2. ERC receives wage/salary recommendations	FA-CASO	15 December
3. Review current three-year strategic plan	DGB	16 December
4. Receive and approve budget assumptions & overview	DGB	16 December
5. Review current strategic plan and current budget	Budget Managers	19 December
6. Distribute materials for departmental operational & capital	Director Fin Svcs	5 January
7. College Council receives wage & salary recommendation	ERC	5 January
8. Receive departmental operational & capital requests	Executive Team	2 February
9. President receives wage & salary recommendation	College Council/SPASC	2 February
10. Executive review of operational & capital budget	Executive Team	9 February
11. Receive introductory budget analysis	DGB	17 February
12. Receive wage and salary recommendation	DGB	17 February
13. Receive tuition and fee schedules	DGB	17 February
14. Budget hearings	SPASC co-chairs Director Fin Svcs Budget Managers	2 March
15. Receive preliminary budget analysis	DGB	17 March
16. Approve tuition and fee schedules	DGB	17 March
17. Approve salary schedules	DGB	17 March
18. Receive complete budget analysis	DGB	21 April
19. Approve budget publication	DGB	21 April
20. Adopt tentative current budget & three-year capital budget	DGB	21 April
21. Publish notice of budget public hearing/TNT hearing	VP Adm Svcs	1 May
22. Notice of TNT hearing second publication	VP Adm Svcs	8 May
23. Publish notice of budget public hearing/TNT hearing	VP Adm Svcs	13 May
24. Public hearing conducted for taxpayers	DGB	19 May
25. Final current budget and three-year capital budget adopted	DGB	19 May
26. Notify PTOC of primary property tax levy	VP Adm Svcs	20 May
27. Submit Tax levy to Navajo County	VP Adm Svcs	20 May

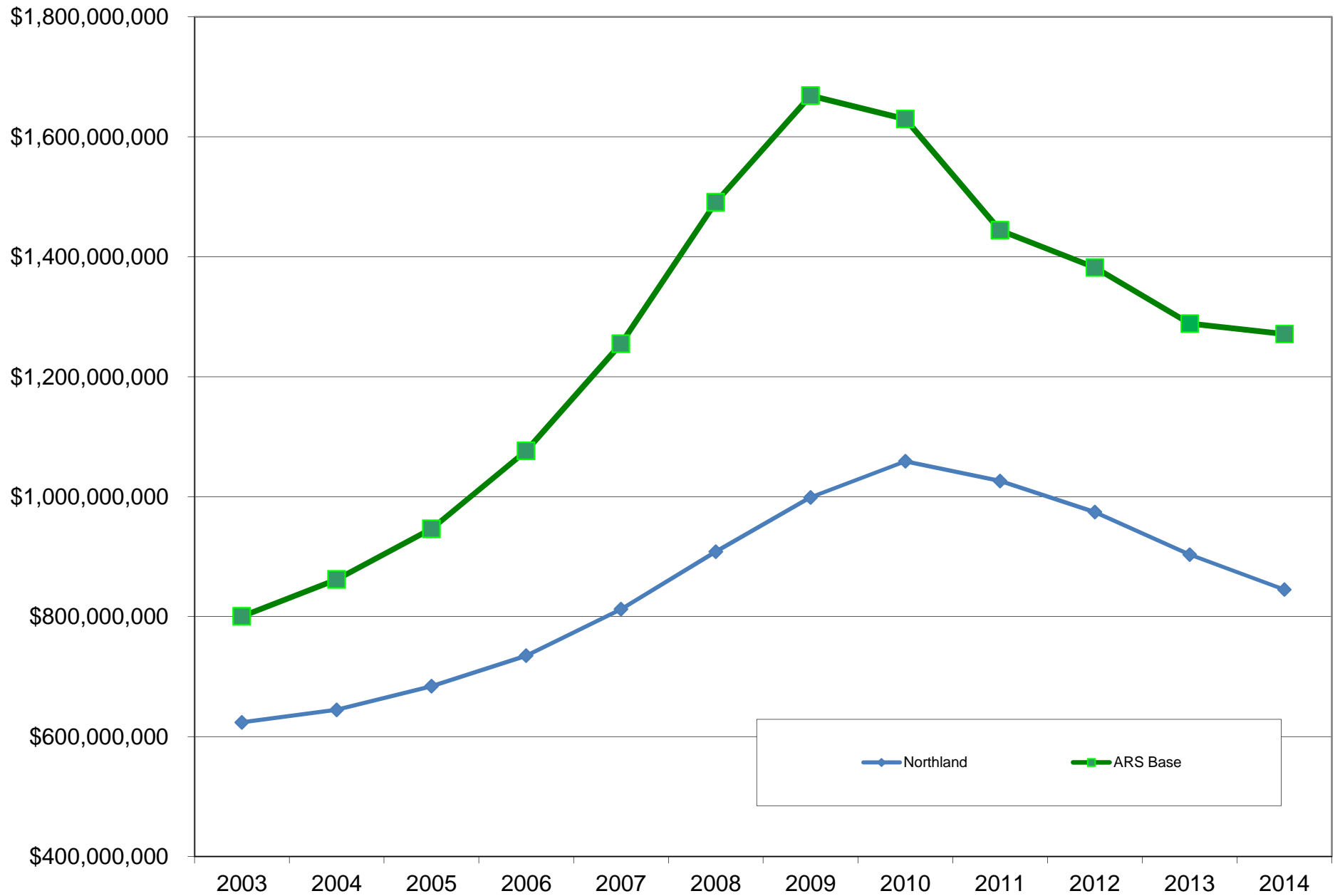
NPC State Aid Revenues



NPC Historical Property Tax Rates



Property Tax Assessed Valuation



Finance Advisory Committee

Revenue and Budget Update

October 7, 2014

JLBC

Projected Ending Balance Estimates

Updated '15 – '18 Ending Balance Projections

- October FAC Revenue With Updated Agency Caseload

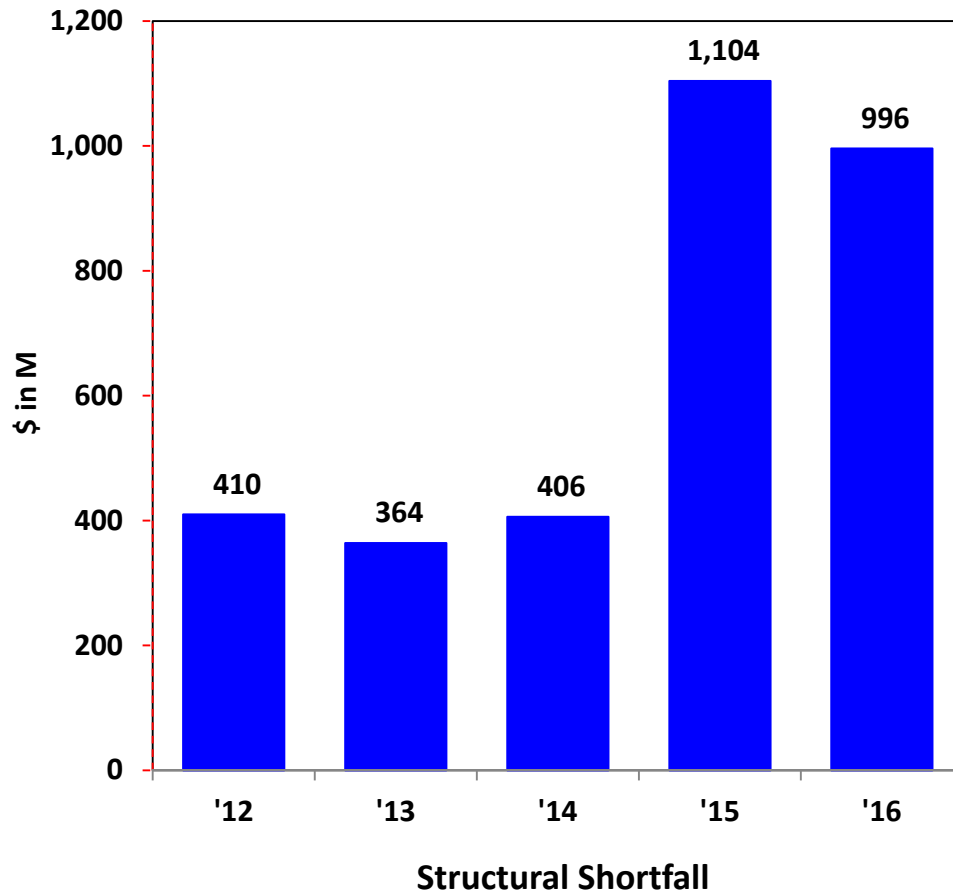
Baseline	'15	'16	'17	'18
Balance Forward	\$577 M	--	--	--
Revenues	\$8.56 B	\$8.78 B	\$9.20 B	\$9.65 B
Spending	\$9.66 B	\$9.79 B	\$10.13 B	\$10.43 B
Ending Balance	\$(520) M	\$(1.0) B	\$(928) M	\$(787) M

- Includes \$336 M K-12 inflation reset
- Without reset, '15 shortfall is \$(189) M and '16 is \$(667) M
- Does not include \$460 M Rainy Day Fund

Solutions to \$(520) M '15 Gap Affect '16

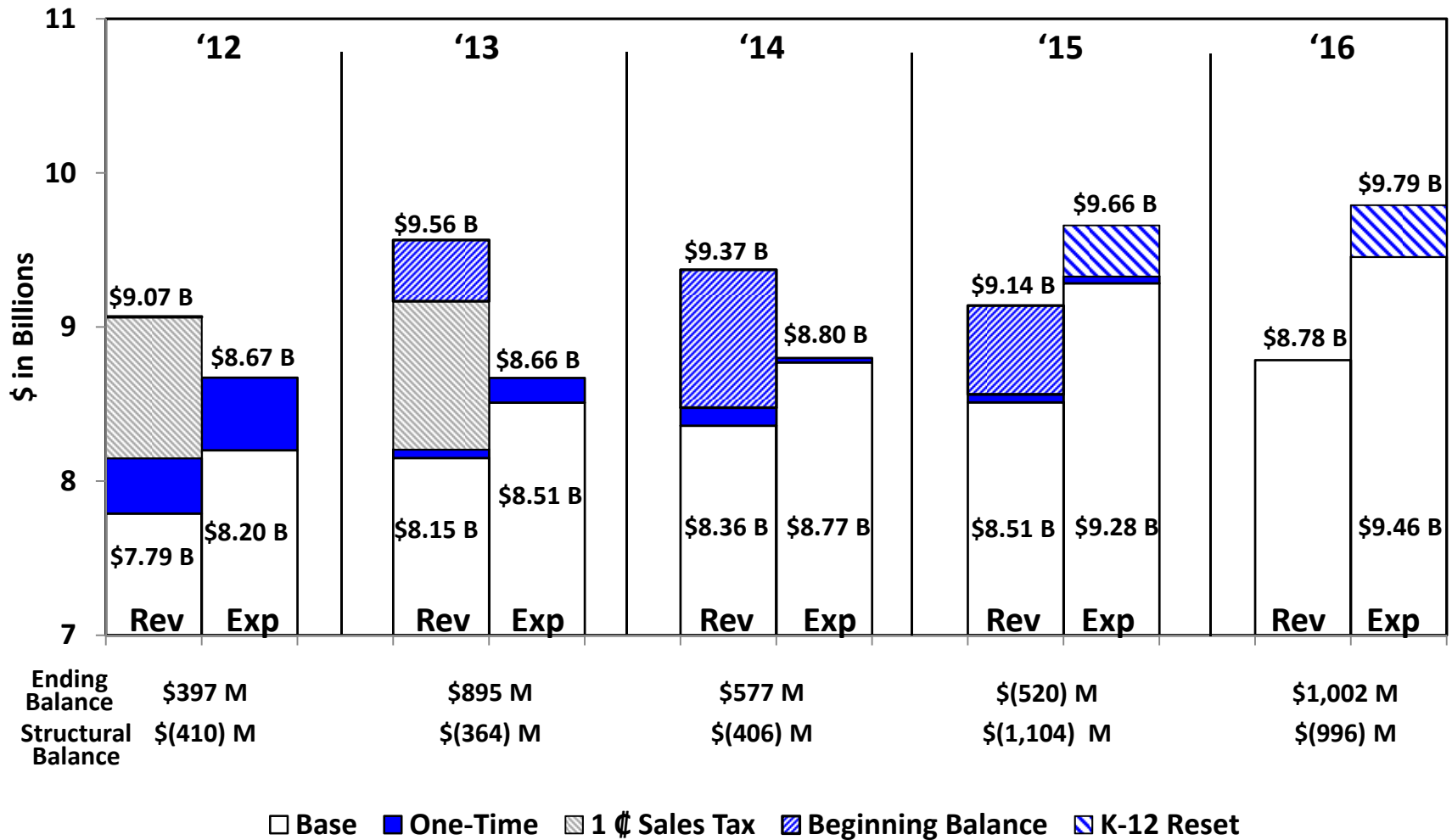
	'16 Shortfall
	<u>\$ in M</u>
<input type="checkbox"/> If '15 solutions one-time	(1,002)
<input type="checkbox"/> If '15 solutions permanent	(482)
<input type="checkbox"/> If no '15 solutions	(1,522)

The Ongoing Structural Shortfall Helped Create the Current Problem



- Reflects only ongoing revenue and spending
- 1-cent sales tax and carryforward kept '12-'14 balanced

The Structural Gap Details



BUILDING HOMES-BUILDING FUTURES – IBEST GRANT OPPORTUNITY

Recommendation:

Northland Pioneer College staff recommends the District Governing Board accept the Arizona Integrated Basic Education and Skills Training (AZ-IBEST) Project award of \$84,474 for the academic year of 2014-2015.

Summary:

The AZ-IBEST Grant was awarded by the Arizona Department of Education Adult Services Division to Northland Pioneer College's Adult Basic Education program to begin November 15, 2014 and conclude on June 30, 2016. Northland Pioneer College (NPC), its Construction Technology (CON) program and its Adult Basic Education Program, *The Learning Cornerstone* (TLC), along with the Navajo and Apache County Workforce Partnership (WIA) have collaborated to propose ***Building Homes-Building Futures***, a project that integrates academic preparation and career skills training in order to prepare adults with below-college-level skills in math, reading and writing with a fast track to employment in the Construction trades. A commitment was needed for the remainder of this academic year and 2016 by all entities involved to receive this year's funding and qualify for the release of an additional monetary award for academic year 2016.





State of Arizona
Department of Education

October 30, 2014

Rickey Jackson
Northland Pioneer College
PO Box 610
Holbrook, AZ 86025-0610

Dear Mr. Jackson,

Congratulations! Your application to participate in the Integrated Basic Education and Skills Training (I-BEST) has been accepted. Your FY 2015 (July 1, 2014-June 30, 2015) Adult Education Services I-BEST grant award was approved by the Arizona State Board of Education at their October 27, 2014 meeting.

The purpose of the I-BEST initiative is to increase collaboration between workforce development agencies and to provide workers with the skills and certifications most needed by local area employers.

Please submit your budgets (as follows) into the new Grants Management system by December 31, 2014:

2015 I-BEST State.....	\$20,592
2015 I-BEST-Federal	\$63,882
Total FY 2015 Adult Education I-BEST Award.....	\$84,474

The Adult Education I-BEST grants are now located in the new Grants Management Enterprise System (GME). If you need technical assistance in completing the application, you may contact ADE Grants Management at (602) 542-3470 or grants@azed.gov.

Your signature below constitutes acceptance of this I-BEST grant award. In order to receive an initial disbursement, you must sign and return this letter by mail or email to Jerald Goode by November 30, 2014. Our mailing address is 1535 W. Jefferson Street Bin 26, Phoenix, AZ 85007. If you have any questions regarding budget submission, please contact Jerald Goode at (602) 364-2667 or jerald.goode@azed.gov.

Signature

Date

Sincerely,

Sheryl Hart
Deputy Associate Superintendent
Adult Education Services

PROJECT NARRATIVE

Northland Pioneer College (NPC) is a comprehensive, multi-campus community college. All students commute to four full-service campuses, five centers, and numerous educational outreach sites serving Navajo and Apache Counties, an area of 21,158 square miles in rural and remote Northeastern Arizona. The tribal lands of the Navajo, Hopi and White Mountain Apache (Fort Apache Reservation) people comprise 80% of the NPC service area. Over 62% of the population of the two counties is Native American. Navajo and Apache Counties are among the poorest 1% of all counties in the United States. Concomitantly, poverty and unemployment are high, housing is substandard, and levels of educational attainment are low in comparison to state and national averages.

Question 1: Northland Pioneer College (NPC), its Construction Technology (CON) program and its Adult Basic Education Program, *The Learning Cornerstone* (TLC), along with the Navajo and Apache County Workforce Partnership (WIA) have collaborated to propose *Building Homes-Building Futures*, a project that integrates academic preparation and career skills training in order to prepare adults with below-college-level skills in math, reading and writing with a fast track to employment in the Construction trades. Upon completion of the three-semester, 36-credit Integrated Basic Education and Skills Training (I-BEST) program, twenty participants will earn the following stackable credentials: GED and OSHA-10 and NCRC (National Career Readiness Certification) credentials, as well as two portable NCCER (National Center for Construction Education and Research) credentials: Core Curriculum and Construction Technology. NPC faculty in Construction Technology and Adult Basic Education will work together to develop a series of fully-integrated courses, as well as an I-BEST model for team-teaching academic and career skills. This curriculum and teaching model are both replicable and sustainable. NPC will not only institutionalize them, but also teach faculty in other areas of the Career and Technical Education (CTE) and Developmental Services (Adult Basic Education) divisions to develop and implement their own integrated instructional models.

Question 2: The proposed project is modeled after a highly-successful Summer 2014 I-BEST pilot, also developed by NPC faculty in Construction Technology and Adult Basic Education, and partially

supported by WIA, in which nine students built a community garden at the NPC Painted Desert Campus in Holbrook. This project resulted in the following: 5 students completed all classes (13 credits); 1 student completed six credits; 4 earned Bronze NCRC credentials; 2 earned Silver NCRC credentials; 6 earned OSHA 10 certificates; 5 earned NCCER Construction Core Curriculum certificates. Of those who completed the program, all 6 are enrolled in fall classes at NPC and 5 are working in the construction trades. WIA provided student supplies and instructional materials, assisted with recruitment and identification of project participants, and assisted all completers in planning for and enrolling in post-secondary education and finding jobs in the construction industry.

The same three key persons who developed and implemented the community garden project, will lead *Building Homes-Building Futures*. Rickey Jackson, has served as NPC's Director of Developmental Services and head of TLC since 2009. He holds his M. ED from Northern Arizona University with an emphasis on Curriculum and Instruction. Ken Wilk, Chair of NPC's Construction Technology (CON) since 2012 brings a fifteen-year career in Construction to the project. He earned his MS in Engineering and Construction Technology from the University of Nebraska at Lincoln. Jackson and Wilk are both creative and visionary about the potential for integrated learning. Susan Tegmeyer, Executive Director of the Navajo and Apache County Workforce Partnership (WIA) conveys her understanding of how to serve adult learners through the partnerships she has collaborated in during her eleven years in economic and workforce development, as a leader in both WIA and Chambers of Commerce in Show Low and Sierra Vista, Arizona. She holds a BA in Communications from New Mexico State University. Most important to this project, all three leaders understand the singular challenges of serving remote, rural constituencies: extreme poverty, geographic isolation, and limited resources from the private and business sectors.

Question 3: An average of 80% of NPC students come from economically, educationally and/or racially/ethnically disadvantaged backgrounds. The primary operational objective of our I-BEST project is to provide education, employment preparation, and leadership development opportunities to twenty disadvantaged adults over the project period, which results in not less than 100% earning the GED, 100%

completing NCCER certification in Construction Core Curriculum and Construction Technology, 100% enrolling in post-secondary education, and 82% becoming employed in the construction field.

To meet these outcomes, participants will construct a house, site-built on donated land in Holbrook, Arizona, a community marked by lack of access to affordable housing. NPC will partner with the regional office of Housing and Urban Development (HUD) to identify and place a family in this dwelling, which is designed for energy efficiency and incorporation of green building materials and techniques. Sale of the home will provide seed money for the next year's house, and the enrollment of subsequent cohorts will provide for faculty salaries. Institutionalization of the I-BEST instructional model assures the project's sustainability, and broadens its reach across the CTE-ABE spectrum.

All project partners have already collaborated on the development of this proposal, as described in the attached **Project Timeline**. Activities are delineated between the Plenary Phase, November 1, 2014-June 30, 2015, and the Implementation Phase, July 1, 2015-June 30, 2016. Upon notice of award, all partners will meet to review the timeline and establish readiness to proceed with activities, and will meet monthly thereafter, throughout the course of the project.

WIA will begin identification and recruitment of participants upon notice of award. As NPC TLC faculty provides regular program orientation to students in Fall 2014 and Spring 2015, they will be able to identify students who have potential for GED success within the project timeframe, based on Test of Adult Basic Education (TABE) assessments. TLC faculty will refer these students to WIA staff, who will conduct standard intake activities, and assist students in enrolling in preparatory coursework through TLC, including GED prep, Work Skills development (TLC 103), and an orientation to I-BEST. This preparatory period will begin in the Spring 2015 semester, on an open-entry basis, to facilitate students as they are recruited. It will culminate with their enrollment in project I-BEST courses in June 2015.

Just prior to beginning I-BEST courses, all participants will take the test for National Career Readiness Certification (NCRC), to establish a baseline of workplace skill competency. Students who score below the platinum level will have two additional opportunities throughout the project to improve their credential level. It is our goal that not less than 5% attain platinum certification, 75% earn gold, and

20% earn silver by the end of the project. As a precursor to hands-on construction courses, participants will receive extensive safety training, preparing them not only for hands-on construction work, but also for their OSHA-10 certification. Each participant will satisfy the requirements for OSHA-10 certification prior to beginning the actual home building activities.

Within the scope of the *Building Homes-Building Futures* course work, participants will actually construct a house, engaging in not less than twelve hours per week of integrated construction and academic preparation course work at the NPC Skills Center on the Painted Desert Campus in Holbrook and at the nearby home site. The project will be team-taught by a full-time CON faculty, hired through ADE grant funding, and a full-time ABE faculty, who will also serve as a career and life skills coach. With the WIA Workplace Specialist, the ABE faculty will provide integrated, ongoing mentoring and career guidance to prepare students with job readiness skills, facilitating job placement upon project completion. As students progress through the project, they will have opportunities, following every 40-60 hours of instruction, to re-take the TABE to assure that their academic skills are progressing. All project completers will take the GED test upon culmination of I-BEST course work. All completers will receive NCCER credentials in Core Competencies and Construction Technology.

Question 4: Over 78% of funds for the \$389,034 *Build Homes-Build Futures* project have been leveraged from all partners: 19.8% from Northland Pioneer College, 30.9% from NPC's Adult Basic Education program (funded by an ADE grant), 23.3% from the Navajo and Apache Counties Workforce Partnership, and 3.9% from a private donor, who provided the building site for the home. Funds will be spent according to the activities as described in the project timeline. Project Director Rickey Jackson will work with the NPC Business Office to coordinate all funding sources and assure that they are spent according to the budget justification and do not supplant existing funds. To facilitate sound budget management, the NPC Business Office will establish a dedicated account, with its own tracking numbers, to receive all funds. Mr. Jackson will design an overall budget worksheet, which includes all funding sources, compiled with appropriate object codes. He will also develop worksheets for each individual funding source. This will facilitate internal tracking and ongoing fiscal evaluation.

Question 5: As aforementioned, ABE and CON faculty will work closely with the WIA Workforce Specialist, and will build personal relationships with all participants. They will maintain contact, assuring the ability to conduct follow-up and track participants with regard to job placement and/or educational attainment for up to two years following project completion. Also, participants will be entered into the NRSpro database, and tracking will be conducted, based on the national reporting system guidelines.

In Summary

The proposed project is modeled on a program proven to prepare students for the GED, and prepares at-risk participants with construction-related certifications. Still, its benefits go beyond academic and career preparation. This project will provide NPC the seed funding to annually construct an affordable, energy-efficient home, compliant with governmental environmental standards, for a local family. Moreover, the project will help us incorporate Leadership in Energy and Environmental Design (guidelines for green building) and prepare our students for employment in a recovering construction market that has shown positive economic trends evidenced by double-digit improvement growth. The home will be sold upon completion of the project, and proceeds will be placed into a dedicated account at Northland Pioneer College to fund subsequent projects. Enrollment of future students will provide for the salary of the CON faculty. CON and ABE faculty will train others to develop and implement their own models, assuring project dissemination and sustainability, as well as expansion of scope far beyond the funding period.

Because it operates in tandem with the proven success strategies of the I-BEST instructional model, and the Summer 2014 Community Garden Project, the NPC Adult Basic Education Program and the NPC Construction Technology program, and because it is supported by the Navajo and Apache Counties Workforce Partnership and the commitment of numerous community partners who have donated land, professional expertise, funding and administrative assistance, this critically important program *will* improve academic and career-related success rates among the most disadvantaged adults in the Northland Pioneer College service area.

BUDGET SUMMARY

Funds for the proposed project have been leveraged from Northland Pioneer College (NPC), the NPC Adult Basic Education (ABE) program, the Navajo and Apache Counties Workforce Partnership (WIA), and a private donor (land). Salaries, benefits, tuition, books and course fees are based on approved NPC district governing board approved rates. Supplies that support hands-on learning are based on a cost of \$2,000 per student. Costs for GED, TABE and NCRC testing are based on current rates.

Category	Plenary Phase 1/1/15 – 6/30/15	Implementation Phase 7/1/15-6/30/16	Source	Total
PERSONNEL				
A. Faculty ABE 1 FTE – 12 Month	\$30,000	\$60,000	NPC ABE Program	\$90,000
B. Faculty CON – 1 FTE – 12 Month (Working for 12 month period, from 6-1-15 – 5/31/16)		\$62,000	IBEST Grant	\$62,000
FRINGE BENEFITS @ 22%				
For ABE Faculty	\$6,600	\$13,200	NPC ABE Program	\$19,800
For CON Faculty		\$13,640	IBEST Grant	\$13,640
MEDICAL/DENTAL PACKAGE				
For ABE Faculty	\$3,500	\$7,000	NPC ABE Program	\$10,500
For CON Faculty		\$7,000	IBEST Grant	\$7,000
SUPPLIES				
CON Textbooks for 20 students @\$300 ea.	\$6,000	N/A	WIA	\$6,000
Testing Fees				
GED for 20 students @\$150 ea.	N/A	\$3,000	WIA	\$3,000
NCRC for 20 students	N/A	\$640	WIA	\$640

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@32 ea.				
TABE for 20 students @ \$120 per student	N/A	\$2,400	WIA	\$2,400
Educational supplies for 20 students @ \$2,000 per student	\$40,000	\$40,000	WIA	\$80,000
TRAVEL				
For two key partners to program meeting in Phoenix, per guidelines @ .445/mile x 500 miles rt x 2 travelers	\$445	\$445	IBEST Grant	\$890
Per diem x 2 days x 2 travelers @ \$58/day	\$232	\$232	IBEST Grant	\$464
Hotel x 1 night x 2 travelers x \$120/night	\$240	\$240	IBEST Grant	\$480
CONTRACTUAL				
C. (2) Adjunct Faculty, CON (Teaching 1/15/15-5/15/15 period to allow CON Chair to plan and develop curriculum with ABE Faculty)	\$20,000	N/A	NPC	\$20,000
OTHER				
Tuition @ \$66 credit hour for 20 students	(12 credits) \$15,840	(24 credits) \$31,680	NPC	\$47,520
Media Fee @ \$80 per student per year	N/A	\$1,600	NPC	\$1,600
Course Fees (CON)	N/A	\$8,100	NPC	\$8,100
Land: Building lot with utilities to lot line	\$15,000	N/A	Leveraged from Donor	\$15,000

Total Direct Charges from IBEST Grant	\$917	\$83,557	IBEST	\$84,474 (21.7% of program cost; \$4,224 per student)
Total Leveraged from NPC	\$35,840	\$41,380	NPC	\$77,220 (19.8% of program cost; \$3,861 per student)
Total Leveraged from NPC ABE Program	\$40,100	\$80,200	NPC ABE Program	\$120,300 (30.9% of program cost; \$6,015 per student)
Total Leveraged from WIA	\$46,000	\$46,040	WIA	\$92,040 (23.3% of program cost; \$4,602 per student)
Total Leveraged from Donor	\$15,000	N/A	Leveraged from Donor	\$15,000 (3.9% of program cost; \$750 per student)
TOTAL LEVERAGED	\$136,940	\$167,620		\$304,560 (78.3% of program cost; \$15,228 per student)
TOTAL PROGRAM COST (\$19,452 per student)				\$389,034