

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **October 20, 2015 beginning at 9:00 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.

Notice is hereby given that District Governing Board members will convene in numbers that constitute a quorum for a ground breaking on **October 20, 2015 beginning at 11:30 a.m. to 12:00 p.m.** at 5th Avenue and Florida in Holbrook, Arizona. **No action will be taken by the Board at this event.**

Notice is hereby given that District Governing Board members will convene in numbers that constitute a quorum for a Board Retreat open to the public on **October 20, 2015 beginning at 12:30 p.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. **No action will be taken by the Board at this retreat.**

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 Paul Hempsey 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, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 19th day of October 2015, at 9:00 a.m.

Paul Hempsey
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. COUNTRY MOUNTAIN AIRWAVES [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: October 20, 2015

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Handorf
2.	Adoption of the Agenda(Action)	Chair Handorf
3.	Call for Public Comment	Chair Handorf
	Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.	
4.	Reports:	
A.	Financial Position	Vice President Hatch
B.	Human Resources	Vice President Hatch
C.	CASO	Margaret White
D.	NPC Faculty Association	John Chapin
E.	NPC Student Government Association	Anthony Hill
F.	NPC Friends and Family	Director Wilson
G.	Small Business Development Center	Director Mancuso
5.	Consent Agenda(Action)	Chair Handorf
A.	September 15, 2015 Regular Board Minutes; September 28, 2015 Teleconference Board Minutes	
B.	Dual Enrollment Intergovernmental Agreement between the Navajo County Community College District and Whiteriver USD; Heber-Overgaard USD; Hopi Jr./Sr. High	
6.	Old Business: None.	
7.	New Business:	
A.	Request to Approve Administrator Emeritus Status – Blaine Hatch (Action)	Dean Belknap
B.	Request to Approve Native American Serving Nontribal Institutions program (NASNTI) Grant (Action)	Vice President Vest
C.	Request to Approve 2016-2017 Strategic Priorities (Action)	Vice President Vest
D.	Review of Space Use Study	Vice President Hatch
E.	Request to Approve Contract Student Retention Management Solution Software (Action)	Vice President Vest
F.	Request to Approve Contract LCC Sidewalk Improvements (Action)	Vice President Hatch
G.	Request to Approve Contract SCC Drainage & Landscaping (Action)	Vice President Hatch
H.	Request to Approve Contract WMC Drainage & Landscaping ... (Action)	Vice President Hatch
I.	Review of Higher Learning Commission Guidelines for Qualified Faculty Requirements	Vice President Vest
J.	Review of iBest House Project	Vice President Vest
K.	Request to Approve Hopi Tribal Housing Authority Contract (Action)	Vice President Vest
L.	Review of College Bound and Finish Line Scholarship Utilization	Vice President Vest
M.	Request to Approve NATC Pavement Improvement Project (Action)	Vice President Vest
8.	Standing Business:	
A.	Strategic Planning and Accreditation Steering Committee Report	Vice President Vest
B.	President’s Report	President Swarouth
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 November 17, 2015	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.



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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2015 to August 31, 2015

Budget Period Expired 17%

Tax Supported Funds

	General Unrestricted			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	14,470,753	42,073	168,185	1%
State Aid:				
Maintenance and Operations	1,582,200		395,525	25%
Equalization	5,834,300		1,462,350	25%
Tuition and Fees	4,600,000	445,256	796,446	17%
Investment earnings	140,000	13,191	21,347	15%
Grants and Contracts	1,800,000	40,204	45,704	3%
Other Miscellaneous	200,000	18,699	32,650	16%
Transfers:	(2,750,000)	(375,944)	(556,156)	20%
TOTAL REVENUES	\$25,877,253	\$183,479	\$2,366,050	9%
EXPENDITURES				
Salaries and Wages	17,296,292	1,061,971	1,991,077	12%
Operating Expenditures	8,780,961	483,664	1,131,354	13%
Capital Expenditures				
TOTAL EXPENDITURES	\$26,077,253	\$1,545,635	\$3,122,431	12%
	Unrestricted Plant			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital				
Other Miscellaneous				
Transfers:	2,000,000	166,667	333,333	17%
TOTAL REVENUES	\$2,000,000	\$166,667	\$333,333	17%
EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	5,145,500	26,516	243,471	5%
TOTAL EXPENDITURES	\$5,145,500	\$26,516	\$243,471	5%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2015 to August 31, 2015

Budget Period Expired 17%

Restricted and Auxiliary Funds

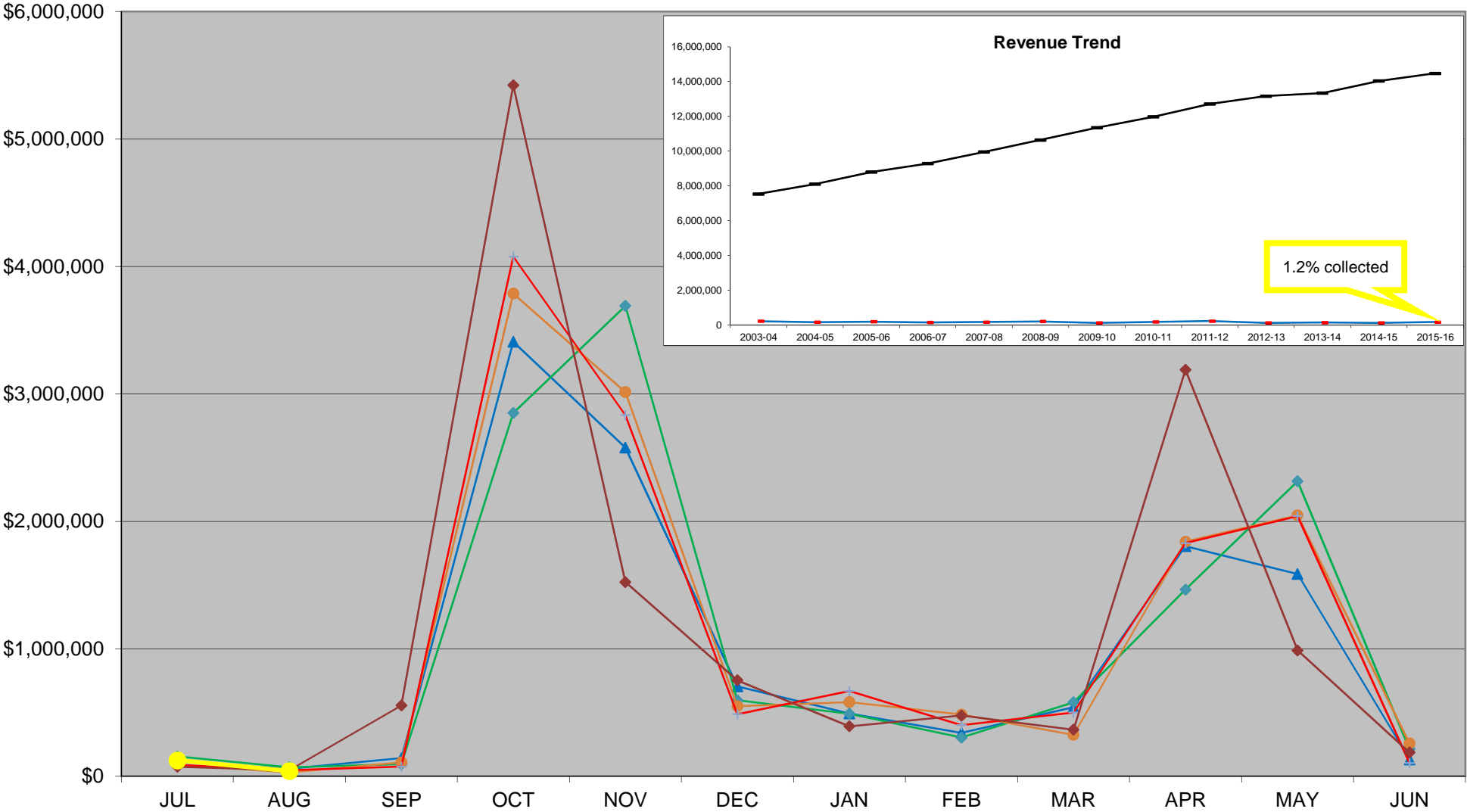
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,000,000	29,258	144,379	2%
STEM State Aid	345,500		86,375	25%
Donations				
Transfers:	600,000	209,277	209,277	35%
TOTAL REVENUES	\$6,945,500	\$238,535	\$440,031	6%
EXPENDITURES				
Salaries and Wages	1,234,637	92,681	176,576	14%
Operating Expenditures	5,365,363	1,134,013	1,159,928	22%
Capital Expenditures				
TOTAL EXPENDITURES	\$6,600,000	\$1,226,694	\$1,336,504	20%
Auxiliary				
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	500,000	76,072	95,909	19%
Donations				
Transfers:	150,000		13,546	9%
TOTAL REVENUES	\$650,000	\$76,072	\$109,455	17%
EXPENDITURES				
Salaries and Wages	403,001	21,395	49,567	12%
Operating Expenditures	246,999	44,289	49,500	20%
Capital Expenditures				
TOTAL EXPENDITURES	\$650,000	\$65,684	\$99,067	15%

Cash Flows

Cash flows from all activities (YTD)	\$3,248,870
Cash used for all activities (YTD)	\$4,801,473
Net Cash for all activities (YTD)	(\$1,552,603)

Monthly Primary Property Tax Receipts

2010-11 2011-12 2012-13 2013-14 2014-15 2015-16



Human Resources UPDATE
DGB-October 20, 2015

FILLED

1. **Information Services Manager. Jason LaBute started on September 28, 2015. Jason received his Bachelor of Arts from Sam Houston State University and his Master of Public Administration from Wayland Baptist University.**
2. **Grant Accountant (2nd round) – Bencita Bowman starts November 2, 2015. Bencita received her Associate’s degree from ITT Technical Institute**
3. **Silver Creek Facilities Coordinator – Jeanmarie (Gigi) Nielson started September 23, 2015. Gigi was previous the EMS Program Clerk.**
4. **Maintenance II – Arthur Power starts November 2, 2015. Arthur has attended Eastern Arizona College and Mesa Community College.**
5. **Assistant to the Campus Manager (20-hrs. WMC) – Tiffany Reidhead started October 19, 2015. Tiffany is currently a temp in this position.**
6. **Academic Adviser – Lisa Jayne started October 12, 2015. Lisa was previously the Assistant to the President.**

EXTERNAL OPENINGS

7. **Network Security Coordinator (previously titled - Coordinator of Administrative Systems Support) Closes November 1, 2015. 1 applicant.**
8. **Network Support Technician (Re-advertised) – Closes November 1, 2015. 2 applicants**
9. **Business Analyst and Training Specialist – Open until filled. 8 applicants.**
10. **Faculty in Philosophy – Closed October 15, 2015. 37 applicants.**
11. **Director of Institutional Effectiveness – Closed September 30, 2015. 10 applicants.**
12. **Director of Human Resources – Closed September 17, 2015. 15 applicants.**
13. **Vice President of Administrative Services – Open until filled. 33 applicants.**

INTERNAL POSTINGS

None at this time.



NPC’s SBDC earns state excellence award

Counselors at Northland Pioneer College’s Small Business Development Center (SBDC) helped local businesses find over \$5 million in new capital to expand or continue their operations during 2014, just one of six measures used by the U.S. Small Business Administration to assess the economic impact of the grant-funded SBDC.

The NPC SBDC staff exceeded all six goals for 2014, earning an Excellence Award from the Arizona Friends of Small Business. Janice Washington, executive director of the Arizona SBDC Network, presented the Excellence Award to Tracy Mancuso, Rich Chanick and Jim Austin at the annual awards banquet in Payson on July 21.



Tracy Mancuso, Jim Austin, Rich Chanick

The NPC SBDC was recognized earlier this spring for their work with Sandra and Randy Nicoll and Arizona Log and Timberworks, recipients of the 2015 SBDC Master Award.



“These awards recognize the commitment of our counselors to the businesses in Navajo and Apache counties,” said Mancuso, director of the NPC SBDC, and one of two staff counselors who specialize in helping businesses acquire additional funding. “The over \$5 million infused into local businesses included over \$45,000 in crowd funding to aid the start-up of one business.”

During 2014, the NPC center provided start-up assistance to 20 new businesses, spending at least two months working with the owners. The center worked with 70 long-term clients on business, marketing and operational plans; loans or financing; and regulatory issues.



Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. Special arrangements for the handicapped will be made if requested one week in advance. Contact **Tracy Mancuso** at (928) 532-6170. The SBDC is partially funded by the U.S. Small Business Administration (SBA). SBA funding is not an endorsement of any products, opinions or services. All SBA-funded programs are extended to the public on a non-discriminatory basis.



By working with the SBDC, businesses added 74 new jobs, and saved 21 jobs. Sales increased over the previous year by over \$3.1 million, in part due to increased government contracts and related opportunities. "An average of \$102,000 in new capital went into the local economy each week because businesses and inventors worked with an SBDC adviser," explained Mancuso. "For every dollar invested in operation of the center, we conservatively estimated a \$3.50 return to the residents of Navajo and Apache counties."

Northland Pioneer College's Small Business Development Center is part of a state-wide network and serves Navajo and Apache counties including reservation areas, providing quality educational programs, resources and confidential, no-cost, "one-on-one" counseling focused on a broad range of business issues. The SBDC staff and consultants guarantee discussions are held in the strictest confidence, working with small businesses to maximize their successes. For an appointment, or for more information, visit www.npc.edu/sbdc, or contact **Tracy Mancuso**, Director of NPC's Small Business Development Center, **532-6170** or toll-free **(800) 266-7845, ext. 6170**.

--- NPC - EXPANDING MINDS • TRANSFORMING LIVES ---

Navajo County Community College District Governing Board Meeting Minutes

15 September, 2015 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Ginny Handorf, Mr. James Matteson, Mr. Daniel Peaches; Mr. Prescott Winslow present via phone

Absent: Mr. Frank Lucero

Staff Present: President Jeanne Swarthout; Vice President Blaine Hatch; Vice President Mark Vest; Director of Information Services PJ Way; Recording Secretary to the Board Lisa Jayne.

Others Present: Peggy Belknap, Randy Hoskins, Kenny Keith, Stuart Bishop, Everett Robinson, Josh Rogers, Jeremy Raisor, Margaret White, Linda Kor, John Spadaccini

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Handorf called the meeting to order at 10:06 a.m. Mr. Peaches led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. 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 reviewed the financial position report with the Board.

4.B. Human Resources – Vice President Hatch

Vice President Hatch reviewed the Human Resources report with the Board.

Mr. Matteson asked if it was going to be possible to find applicants qualified for the IE Director position that closes at the end of month.

President Swarthout stated the College is looking for someone good with numbers but also someone with leadership skills in using data effectively across the institution. She stated she was confident a qualified candidate would be found.

Mr. Matteson stated that the loss of Blaine Hatch as the Vice President of Administrative Services is a big loss to the College.

President Swarthout stated the admin team is currently working on a job description right now to get that position posted as soon as possible.

4.C. NPC CASO

Margaret White, Co-chair of CASO, greeted the Board and handed out the CASO Newsletter to board members. President Swarthout stated the newsletter looked great.

4.D. Faculty Association

Betsy Peck, Faculty in Early Childhood Development, addressed the Board on behalf of the Faculty Association. She stated that the Faculty Association met Friday September 11 and discussed committee assignments; as a result the majority of committees are staffed. Vicki Bessinger and Maderia Ellison discussed with the Faculty Association the e-campus bookstore, and the possibility of better ways to serve students. P.J. Way, the new IS Director, also spoke with the Faculty Association on the use of educational technologies. Ms. Peck stated faculty are grateful to have P.J. in the IS Director position. Also, the Early Childhood Fair is coming up in October. This will be the College's 25th Early Childhood Fair, and it will also be Claude Endfield's last as she will be retiring. The keynote speaker, Enrique Feldman, is a nationally known music educator, and early childhood educator from Tucson. Betsy Peck invited the Board to attend the Fair at Holbrook High School.

4.E. NPC Student Government Association

Josh Rogers stated that Student Government Association elections took place this week.

4.F. NPC Friends and Family – Betsyann Wilson

Betsyann Wilson, Director of NPC Friends and Family, stated Pedal the Petrified 3 is this Saturday, September 19. Also, Friends and Family is currently working on developing the upcoming year, to include strategic planning, and revising mission and vision statements to help shape growth. There are plans to survey the college community about its perception of Friends & Family. Ms. Wilson also reminded the Board that Tuesday April 5 is Arizona Gives Day.

Agenda Item 5: Consent Agenda

- A. August 18, 2015 Regular Board Minutes; August 18, 2015 Executive Session Minutes
- B. Dual Enrollment Intergovernmental Agreements between the Navajo County Community College District and Winslow USD
- C. NATIVE Intergovernmental Agreement

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

Agenda Item 6: Old Business

6.A. None

Agenda Item 7: New Business

7.A. First Read: Strategic Plan

Vice President Vest introduced members of the Strategic Planning Committee that were present: Randy Hoskins, Peggy Belknap, Sandy Manor, Kenny Keith, Doug Seely, Ann Hess, and Margaret White.

Randy Hoskins addressed the Board regarding Priority 1: Removing Student Barriers. He stated the College has begun already and are working on implementing PASS (Proactive Advising for Student Success.) PASS is currently looking at different vendors for software that will help set pathways for struggling students. Two separate study committees will take a fresh look at childcare issues and transportation issues student's face. The committees will report back to SPASC. Work will continue on course sequencing that will hopefully help students with pathways to success.

Kenny Keith addressed the Board regarding Priority 2: Technical Support for the College Community. He stated that this priority will address providing training for faculty and staff in hopes of increasing self-sufficiency for technology users. Also, Instructional Skills Workshops (ISW) for faculty will bring in facilitators and help faculty become comfortable with distance learning. This priority will also address revamping the website and MyNPC. Also, Student Orientation, Advising, and Retention (SOAR) will be offered to all employees online in hopes to bring everyone working with students to the same level of knowledge.

Mark Vest stated the overall goal of changes to Strategic Planning was to simplify and focus resources on achievable goals. The 2006-2007 Strategic Plan was long cumbersome and too ambitious.

Mr. Winslow stated he fully supports the idea of streamlining and focusing on a couple critical factors.

Mr. Matteson stated he felt the new strategic plan was such a turnaround from previous versions. Strategic plans need to be feasible, measureable, and address true needs of the organization, and he stated he felt this version does that. Mr. Matteson inquired about a timeline for implementation. Vice President Vest stated the timeline will be detailed in the operational plans.

Chair Handorf asked about the possibility of combining transportation and childcare options for students to have a way to drop their child off before class. Vice President Vest stated the need is to understand if the College can consider childcare options on campus or needs to look at developing partnerships with community vendors and the same could be said for transportation. The study committees will be asked to write a white paper with a cost benefit analysis with concrete recommendations.

7.B. Request to Approve Budget Development Calendar

Vice President Hatch reviewed the Budget Development Calendar with the Board, and recommended the Board approve the budget as proposed,

Mr. Winslow stated that as the new legislative session progresses, he would like Board updates as it relates to budget development. He also requested Expenditure Limitation and any gubernatorial and legislative proposals for funding be integrated into the budget development reports to the Board.

President Swarthout stated the state budget will probably be set in January and so there could possibly be a report to the Board early in the year.

*Mr. Matteson made a motion to approve the 2016-2017 Budget Development Calendar as presented. Mr. Peaches seconded the motion. **The motion passed unanimously.***

7.C. Audit Status Update for NATC and NPC Friends and Family

Vice President Hatch stated that both NATC and NPC Friends & Family are components of the College. Both of these entities recently completed audits and both were positive.

Vice President Hatch pointed out that in the NATC audit, about half of the donation line was the state funding for construction of the new classroom that was approved by the Board, and the other half was the Board approved action to pay off outstanding debt; changing assets from \$1.6 million to nearly \$2.2 million assets. The operating expenses of \$60,000 in maintenance will most likely continue at that level.

Mr. Matteson asked if membership fees were being paid in full. Vice President Hatch stated they were.

NPC Friends & Family from a financial perspective has shown great improvement; assets and revenues are improving, which reflects well on both Friends and Family, and the College.

Chair Handorf asked, in regards to NATC, what happens to memberships at NATC if there is a no pay. Vice President Hatch stated access to the facilities becomes limited and facility use become a daily rate. Chair Handorf asked if there is a penalty for rejoining after a no pay. Vice President Hatch stated current members are paying on time and collection of fees went out early and without exception all regular participants have paid.

Agenda Item 8: Standing Business

8.A. President's Report

President Swarthout stated that Coconino Community College named a new president last night, Central Arizona College's president will retire in 2016, and the president of Arizona Western is retiring at the end of this contract year, and there could be a couple more in the next contract year. This will change the scenery at the table at ACCCC (AC4) with the change in presidents.

President Swarthout stated she is asking additional staff from the College to attend the Expenditure Limit Committee meetings so more people in the College are familiar with the process and have an awareness of how the process works. The college presidents met with the Governor as well, and that meeting went well.

The Empty Bowl Project is an international feed the hungry, being run by Magda Gluszek and Ryan Rademacher. The community can make bowls in the Ceramics Lab at White Mountain Campus for the Empty Bowl Project, which will take place on November 20th. During the make-a-thon, there was standing room only to make the bowls for the project. President Swarouth stated this is a great start for recognition of and assistance to the hungry in the White Mountains.

Community Outreach dates are set and Board members are invited to attend in their communities. The NPC Leadership Academy begins Thursday, and the president invited the Board to come and present to the Leadership Academy if interested.

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

None.

8.B. Agenda Items/Informational Needs

Mr. Winslow asked for an update on the space use study at the next meeting.

Agenda Item 9: Board Report/Summary of Current Event

Chair Handorf stated the White Mountain Chorale will be performing in Pinetop Friday the 25th as part of the Fall Festival.

Mr. Winslow stated that a Winslow activists working on developing downtown Winslow had taken Mark Ford's film courses and was very pleased with it.

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting and Board Retreat October 20, 2015

Agenda Item 11: Adjournment

The meeting was adjourned at 11:17 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,



Lisa Jayne
Recording Secretary to the Board

Navajo County Community College District Governing Board Special Teleconference Meeting Minutes

September 28, 2015 – 10:30 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present via phone: Ms. Ginny Handorf; Mr. James Matteson; Mr. Prescott Winslow

Absent: Mr. Daniel Peaches; Mr. Frank Lucero

Staff Present in Person: President Jeanne Swarthout; IS Director PJ Way; Recording Secretary to the Board Terese Shevat.

Staff Present via phone: Vice President Mark Vest

Others Present in Person: Ed Gentry; Ian Graham

Others Present via phone: Everett Robinson

Agenda Item 1: Call to Order

Chair Handorf called the meeting to order at 10:31 a.m.

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: New Business

Request to Approve Purchase of a Storage Area Network Solution (Action) – Director Way

Director Way stated the Title III Grant for the EAGLE project will come to a close on September 30. He explained there was the possibility the College could have spread this out for an additional year with a request for Title III Grant funding; however, because the College had applied for another Title III Grant of the same type, the College was not eligible to maintain two grants at the same time and the money available should be spent down or forfeited.

Staff recommends the Board approve the purchase of Storage Area Network (SAN) equipment, hardware, onsite implementation, and warranty services in the amount of \$112,967.10, including sales tax, from CDW-G to provide increased storage capacity for core conferencing and virtualization (VDI) for the EAGLE project under the Title III grant funding. CDW-G is part of the National IPA Cooperative Contracting program. Bridgit & Nefsis conferencing system and VMware VDI management components will be migrated and supported for the next three to five years on the new storage solution.

Mr. Winslow asked if this purchase will spend down all or almost all of the remaining balance. Director Way stated it would be approximately a little over a quarter of what the College has in the balance; however, there are additional components identified which are under the \$50,000 limit and do not require Board approval.

Mr. Winslow asked if this expenditure was planned for with other funds. Director Way stated this is something originally scheduled to be done under the Title III Grant, had there been additional time.

Mr. Winslow asked if the purchase was selected from other options or was this the best single option the College could use the balance of funds for. Director Way stated IS looked at various other options but this option was deemed exactly what the College was looking for at the best price possible.

Mr. Matteson asked if this was a competitive bid. Director Way stated it was.

Chair Handorf asked if there were other remaining projects selected to use up the rest of the \$300,000. Director Way stated there are additional components that will fit into this specific solution and other items that will support our current infrastructure, improving portions of the EAGLE project as well as VDI.

Mr. Winslow requested the Board be informed as to what act the Title III Grant being discussed could be found under. President Swarthout stated the Title III Grant for the EAGLE project is under section 319 (b) (2) of the Higher Education Act of 1965, and stated staff would be sure to provide the Board with this information in the future.

Mr. Winslow made a motion to approve the purchase of a Storage Area Network Solution from CDW-G in the amount of \$112,967.10, from Title III funds. Mr. Matteson seconded the motion. Motion passed unanimously.

Agenda Item 5: Announcement of Next Meeting

Chair Handorf stated the next District meeting is scheduled for Tuesday, Oct. 20, 2015, followed by a retreat.

Agenda Item 6: Adjournment

The meeting was adjourned at 10:44 a.m. upon a motion by Mr. Matteson, a second by Mr. Winslow, and a unanimous affirmative vote.

Respectfully submitted,

Terese Shevat
Recording Secretary to the Board

Navajo County Community College District Governing Board Teleconference Meeting – 9/28/15 – Page 2 of 2



Northland Pioneer College

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WHITERIVER UNIFIED SCHOOL DISTRICT NO. 20**

This Intergovernmental Agreement (“Agreement”) is entered into this 30 day of July, 2015, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Whiteriver Unified School District No. (“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(F), § 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 requirements.

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, 2016 (“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 E 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 shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

E. 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.

F. 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.

G. 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.

H. 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).

I. 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.

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 the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, 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, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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(E) 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 School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the 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

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.

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 in-state 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 and applicable regulations, 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 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services 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 or special education services. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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 a College 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 prior 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 student's eligibility for in-state tuition. 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 does not meet the statutory requirements for in-state tuition 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. 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.

9. 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 District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 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 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 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.

10.3 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.

10.4 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.

11. RESPONSIBILITY

11.1 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.

11.2 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.

12. 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.

13. 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.

14. 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 2009-09, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:

Dr. Rea Goklish, Superintendent
Whiteriver Unified School District #20
PO Box 190
Whiteriver, AZ 85941

COLLEGE

SCHOOL DISTRICT

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


By: Dr. Rea Goklish
Title: Superintendent

Date

Aug. 10, 2015
Date

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

By: _____
Legal Counsel for College

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

By: 
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

Instructors shall be provided as follows: *(Check the appropriate line)*

- 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-eight Dollars (\$68) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) 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 Fees (schedule attached)	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 may 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:
(specify administrator and address)

Invoices to be sent to the School District:
(specify administrator and address)

Not applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$1,618,200

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

-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 except and to the extent that the parties agree otherwise in writing in a specified circumstance..

COURSE	TITLE	CREDITS	SEMESTER
INSTRUCTOR			
ECD100	HEALTHY ENVIRONMENT	1.00	FALL
ECD101	CHILDS TOTAL LEARN EN	1.00	FALL
ECD102	SAFE ENVIRONMENT	1.00	FALL
ECD105	ENCOURAGE SELF-DISCI	1.00	FALL
ECD118	BLOCKS EARLY CHILDDH	1.00	FALL
ECD120	POSITIVE SELF-CONCEPT	1.00	FALL
ECD124	DRAMATIC PLAY	1.00	FALL
ECD127	SMALL MUSCLE DEVELOPM	1.00	FALL
ECD147	PRENATAL AND INFANT D	1.00	FALL
ECD148	TODDLER DEVELOPMENT	1.00	FALL
ECD149	DEVEL OF PRESCHOOL CH	1.00	FALL
ECD150	MIDDLE CHILDHOOD YEAR	1.00	FALL
Ecd270	CDA ASSESSMENT PREP	2.00	FALL
BUS231	MS OFFICE LEVEL I	3.00	FALL
BUS100	INTRODUCTION TO BUSINESS	3.00	FALL
BUS105	TECHNIQUES OF SUPERVI	3.00	FALL
BUS110	SM BUSINESS MANAGEMEN	3.00	FALL
ECD103	PLANNED ARRNGMNT-SCHE	1.00	SPRING
ECD108	TECH OBSERVING CHILDR	1.00	SPRING
ECD113	COMMUNIC-LANGUAGE SKI	1.00	SPRING
ECD114	BEG MATHEMATICAL CONC	1.00	SPRING
ECD115	NUTRITION EARLY CHILD	1.00	SPRING
ECD116	SCIENCING AND DISCOVE	1.00	SPRING
ECD117	QUESTIONS AND PROB-SO	1.00	SPRING
ECD123	MUSIC AND CREATIVE MO	1.00	SPRING
ECD125	CREATIVE MEDIA	1.00	SPRING
ECD126	LARGE MUSCLE DEVELOPM	1.00	SPRING
ECD136	UNDRSTAND HOW CHILD L	1.00	SPRING
ECD216	TRANSITIONS	1.00	SPRING
ECD270	CDA ASSESSMENT PREP	2.00	SPRING
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	SPRING
BUS122	COMPUTER ACCOUNTING	3.00	SPRING

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HEBER-OVERGAARD UNIFIED SCHOOL DISTRICT NO. 6**

This Intergovernmental Agreement ("Agreement") is entered into this 11 day of June, 2015, between Navajo County Community College District, dba Northland Pioneer College ("College"), and Heber-Overgaard Unified School District No. 6, ("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(F), § 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 requirements.

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, 2016 (“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 E 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 shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

E. 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.

F. 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.

G. 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.

H. 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).

I. 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.

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 the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, 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, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School District in determining appropriate accommodations or special education services, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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(E) 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 School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the 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

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.

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 in-state 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 and applicable regulations, 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 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services 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 or special education services. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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 a College 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 prior 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 student's eligibility for in-state tuition. 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 does not meet the statutory requirements for in-state tuition 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. 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.

9. 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 District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 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 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 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.

10.3 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.

10.4 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.

11. RESPONSIBILITY

11.1 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.

11.2 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.

12. 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.

13. 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.

14. 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 2009-09, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:

Mr. Ron Tenney, Superintendent
Heber-Overgaard Unified School District No. 6
P.O. Box 547
Heber, AZ 85928

COLLEGE

SCHOOL DISTRICT

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

By: Ron Tenney
Title: Superintendent

Ron Tenney

Date

Date

6-11-15

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: *Shamir*
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: *(Check the appropriate line)*

- 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-eight Dollars (\$68) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) 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 Fees (schedule attached)	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 may 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:
(specify administrator and address)

Invoices to be sent to the School District:
(specify administrator and address)

Not applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:
(Specify dollar amount)

\$1,618,200

Portion of that FTSE distributed to School District:
(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

-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 except and to the extent that the parties agree otherwise in writing in a specified circumstance.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
MAT221	CALCULUS I	4.00	SPRING	HONSINGER, R
CON110	PLAN READING	3.00	SPRING	SAMON, RICHARD
CIS117	2D COMPUTER DESIGN	3.00	SPRING	HOLLINS, KATHY
CIS119	PLAN LAYOUT & DESIGN	3.00	SPRING	HOLLINS, KATHY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE
AND
HOPI JUNIOR/SENIOR HIGH SCHOOL**

This Intergovernmental Agreement ("Agreement") is entered into this 13 day of AUGUST, 2015, between Navajo County Community College, dba Northland Pioneer College ("College"), and Hopi Junior/Senior High School ("School") (collectively "Parties").

BACKGROUND

College is authorized to enter into this Agreement pursuant to A.R.S. § 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 desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

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, 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 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, 2016 (“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 E 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 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 shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

E. 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.

F. 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.

G. 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.

H. 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).

I. 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 a substitute instructor, 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.

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 the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, 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, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School in determining appropriate accommodations or special education services, however, School shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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 School 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(E) 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 School instructors teaching Dual Enrollment Courses provide instruction in accordance with the 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

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.

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 in-state 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 and applicable regulations, 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 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services 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 or special education services. School shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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 a College 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 prior 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. Either 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 student's eligibility for in-state tuition. 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 does not meet the statutory requirements for in-state tuition 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. 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.

9. 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 policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 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 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 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.

10.3 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.

10.4 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.

11. RESPONSIBILITY

11.1 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.

11.2 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.

12. 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.

13. 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.

14. 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 2009-09, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:

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

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: *(Check the appropriate line)*

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-eight Dollars (\$68) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) 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 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 Fees (schedule attached)	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 may 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:
(specify administrator and address)

Invoices to be sent to the School :
(specify administrator and address)

Not applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$1,618,200

Portion of that FTSE distributed to School :

(Specify percentage or dollar amount)

Less than 1%

Amount School returned to College:

-0-

EXHIBIT B

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

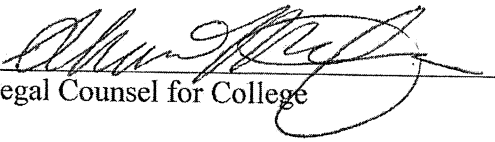
For complete course descriptions, refer to the current College catalog.

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 except and to the extent that the parties agree otherwise in writing in a specified circumstance.

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

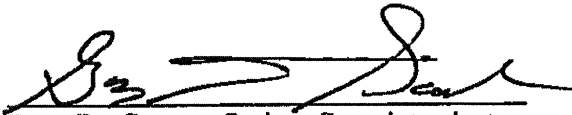
Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: 
Legal Counsel for College

COLLEGE

SCHOOL

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


By: Dr. Gregory Sackos, Superintendent
Title: Superintendent

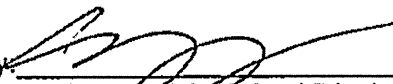
Date

Aug 13, 2015
Date

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

By: _____
Legal Counsel for College

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.*, and regulations promulgated thereunder, to the Governing Board of the School District.

By: 
Legal Counsel for School District

REQUEST TO APPROVE ADMINISTRATOR EMERITUS STATUS Blaine Hatch

Recommendation:

Staff recommends Administrator Emeritus Status for Blaine Hatch.

Summary:

Blaine Hatch began his employment with Northland Pioneer College as Vice President for Administrative Services in December 2000. Blaine earned his MBA from the Marriott School of Management at Brigham Young University

Blaine has been active in the Arizona Community College Business Officer Council, serving in multiple leadership positions, and has accepted major responsibility for joint reporting and survey information for the 10 Arizona community college districts. He serves as a financial panelist for the Higher Learning Commission, NPC's accrediting agency. He is also a board member of the Arizona School Risk Retention Trust, the Navajo County School Employee Benefit Trust and the Petrified Forest National Park Museum Association.

As the Vice President for Administrative Services, Blaine has served as a valued member of the Executive Team at NPC. His knowledge, insight, work ethic, and leadership abilities will be greatly missed by his colleagues.

We present Blaine Hatch with Administrator Emeritus status. We congratulate him and wish him every success in his future endeavors.

Request to Approve Acceptance of Title III, Part A, Native American Serving Non-Tribal Institution Grant

Recommendation:

Staff recommends acceptance of a Title III, Part A, Native American Serving Non-Tribal Institution (NASNTI) grant to Northland Pioneer College. The grant award totals \$1,754,709 to NPC and partnering area K-12 school districts over five years, beginning in the current fiscal year. NPC will serve as the primary grant recipient and fiscal agent for the grant.

Summary:

NPC has been selected for funding in the most recent Title III Part A NASNTI competition. NPC's proposal for "Project Talon" is detailed in the attached project abstract and budget narrative. NPC will partner with a group of area K-12 districts to build a network of connected classrooms between the college and partner districts. NPC will offer a set of dual enrollment courses, taught by NPC faculty, through the connected classrooms. These courses will provide supplemental instruction and support for a college math course, increasing the number of high school graduates who are prepared for college math and science during their freshman year. Students will also have access to a number of dual enrollment courses not currently available at area high schools. NPC will utilize a number of the connected classroom sites to offer adult basic education courses in remote areas on weekday evenings.

NPC will significantly expand the reach and availability of its services through this project. It will strengthen the academic preparation of area high school graduates. It will work in partnership with local school districts to share costs and deliver instruction in an efficient, quality manner.

Staff recommends acceptance of the 2015 Title III, Part, NASNTI grant award.

PROJECT ABSTRACT

Northland Pioneer College (NPC) serving all of Navajo and Apache Counties, a rural, remote region of over 21,000 square miles in Northeastern Arizona's First Congressional District, proposes Technology to Advance Learning Outcomes at Northland (TALON). This five-year project will make post-secondary educational opportunities available to students across the service area, which includes the tribal lands of the Navajo, Hopi and White Mountain Apache people, through a robust network of audio-visual (AV) linked classrooms located on the campuses of ten partner high schools that have committed to providing facilities and personnel to the project in Year One: Shonto Prep, Pinon, Red Mesa, Sandersⁱ, Winslow, Joseph City, Holbrook, Snowflake, Blue Ridge, St. Johnsⁱⁱ, and six additional high schools by 2020. Offerings will include high school dual enrollment, and College and Career Prep (CCP), serving over 550 students, not less than 50% of whom are Native American, and promoting these goals:

PROJECT GOAL Academic Programs 1. By September 30, 2020, increase the number of students at partner schools who complete MAT 152 and at least two additional college courses prior to high school graduation from 38 to 260 (584%), not less than 50% of whom are Native American. **Academic Programs 2.** By September 30, 2020, increase the percentage of students who participate in dual enrollment, then enroll at NPC following high school graduation from 39% (average from 2010-14) to 78%, with not less than 50% being Native American. **Academic Programs 3.** By September 30, 2020, increase the number of students enrolled in DLT CCP from 40 to 280 (600%), not less than 50% of whom are Native American.

PROJECT GOAL Institutional Management: By September 30, 2020, 95% of all TALON DE and CCP students will receive ancillary services via DLT, including, but not limited to academic advisement and counseling for college, career and financial planning, and tutoring.

PROJECT GOAL Fiscal Stability: By September 30, 2020, to increase the number of Full Time Student Equivalents (FTSEs) by 15%, resulting in a total operational savings of 9%.

Grant funds totaling \$1,754,710 are requested for the following activities:

- Acquisition and installation of all AV-linked classroom technology and peripherals;
- Purchase of adequate network capacity (bandwidth) to assure all sites are supported;
- Employment of a full-time technician to 1) maintain the network for all partners and 2) train IT technicians at each partner school to maintain the equipment at their sites;
- Employment of a full-time Support Center Operator to provide end-user assistance at all partner sites;
- Employment of a full-time Project Director; Stipend for a contracted outside Evaluator.

Because of its capacity to bring post-secondary educational access to a region profoundly marked by the effects of poverty, and its potential to improve the quality of life for their students, NPC and its partners are committed to sustaining TALON beyond grant funding.

ⁱ These four high schools located on Navajo Nation

ⁱⁱ These six high schools located adjacent to Native American tribal lands

PR Award: #P031X150002

Dear Navajo County Community College District,

It is my pleasure to inform you that the Department of Education (Department) has approved your Fiscal Year 2015 five-year development grant application under the Native American Serving Nontribal Institutions program (NASNTI) authorized under Title III, Part A, Section 319 of the Higher Education Act (HEA) of 1965, as amended. The cut off score for funding this year was 78 and your score was: 86.

For your information, your reviewers' comments are enclosed for your evaluation. In FY 2015, NASNTI reviewers provided feedback on how well applicants, who addressed the Competitive Preference Priority (CPP) project, mirrored the study/studies cited by providing strengths and weaknesses on that CPP narrative. Reviewers were instructed to score this CPP narrative from zero (did not address the CPP) to three (addressed it to an excellent extent), for monitoring purposes.

You should have received your Grant Award Notification (GAN) document specifying the amount of the grant for the first year of funding. Please review the GAN document and attachments carefully. A second copy of the GAN has been sent to the project director listed in the application and copied below.

The funds may be used for those activities directly related to the goals and objectives listed in your application. Continuation funding following the first year of the new grant will be contingent upon the institution demonstrating that the project has made substantial progress in achieving those goals and objectives stated in the application.

Important to the successful administration of the grant is a thorough understanding of NASNTI'S authorizing statute; NASNTI regulations; the Education Department General Administrative Regulations (EDGAR), and other applicable grant regulations which can be downloaded at <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>; and the memorandum dated June 15, 2010, from the Department's Chief Financial Officer, which is attached to the GAN. Copies of these important documents should be provided to the business office at your institution. I also recommend discussions between project directors and business officers to ensure the financial management requirements of the NASNTI grant award is met by the institution.

Your assigned program officer will contact you to discuss any need for revisions, pending the review of your application, the reviewer's comments and the budget included in the funded application and to offer technical assistance, if needed. If there are audit findings that need to be addressed, a letter from the Deputy Assistant Secretary, Higher Education Programs, will be sent to the President or Executive Director for appropriate response.

Congratulations on your success in the FY 2015 NASNTI competition!

Sincerely,

Leonard L. Haynes III

Leonard L. Haynes, III, Ph.D.
Senior Director
Institutional Service

cc: Project Director

BUDGET NARRATIVE

The table that follows justifies each budget item requested as it is described in the Project Narrative. Salaries and hourly wages are based on Northland Pioneer College District Governing Board approved rates for similar positions within the college. Benefits are standard for all NPC full-time employees, and reflect the current inflationary increases expected over the five-year scope of the grant. Prices for equipment and supplies reflect the average for NPC rates from District Governing Board approved vendors. With regard to the Model Classroom packages, there are a number of commercial DLT hardware/software packages available. We are exploring these options, and we will make our final selection through an RFP process, based on what is most appropriate to our decentralized college model, integrates most efficiently with NPC's current data management systems, and is most cost-effective. Our budgeted estimate is based on an average cost of packages available. Bandwidth will be purchased from one of the two telecommunications providers in the area that offers the best value, while ensuring quality and reliability. The Project Director and A-V Tech will be provided laptop computers with wireless Internet access. Given the vast size of the service area, this will facilitate efficient communication, anytime-anyplace access to NPC's online applications, and electronic record keeping. Travel costs assume that two national conferences will take place in Washington, DC, and includes transportation to Phoenix, which is an average of 400 miles round-trip from the NPC service area. Costs are based on NPC District Governing Board approved rates for per diem and lodging, and on coach airfare. Any travel funds not required or underspent will be reallocated to another project activity that is directly related to the attainment of the project goal, or returned to the funder, depending upon consultation with same. Consulting costs for the Project Evaluator are averaged from the going rate for educational consultants in the service area.

	Project Year 1	Project Year 2	Project Year 3	Project Year 4	Project Year 5	Total
Personnel: Salaries prorated to .83 FTE for Year One						
1 FTE Project Director	\$ 45,650.00	\$ 55,500.00	\$ 56,055.00	\$ 56,615.00	\$ 57,181.00	\$ 271,001.00
1 FTE Audio-Video Technician	\$ 34,528.00	\$ 42,016.00	\$ 42,436.00	\$ 42,860.00	\$ 43,289.00	\$ 205,129.00
1 FTE Support Center Operator	\$ 29,349.00	\$ 35,714.00	\$ 36,071.00	\$ 36,432.00	\$ 36,796.00	\$ 174,362.00
Total Personnel	\$ 109,527.00	\$ 133,230.00	\$ 134,562.00	\$ 135,907.00	\$ 137,266.00	\$ 650,492.00
plus .5% each year thereafter for AZ State Retirement + Payroll taxes	\$ 24,096.00	\$ 29,977.00	\$ 30,949.00	\$ 31,938.00	\$ 32,258.00	\$ 149,218.00
Medical-Dental Package @ \$7,000 per year + \$500 year each subsequent year.	\$ 21,000.00	\$ 22,500.00	\$ 24,000.00	\$ 25,500.00	\$ 27,000.00	\$ 120,000.00

Total Fringe Benefits	\$	45,096.00	\$	52,477.00	\$	54,949.00	\$	57,438.00	\$	59,258.00	\$	269,218.00
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For the Project Director and one additional key person to attend One National Conference, including RT mileage from Holbrook, AZ to Phoenix, AZ; RT coach airfare from Phoenix, AZ to Washington, DC; 4 days per diem; 3 nights lodging; RT ground transportation from airport to conference hotel.

	\$	-	\$	-	\$	5,000.00	\$	-	\$	-	\$	5,000.00
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Total Travel	\$	-	\$	-	\$	5,000.00	\$	-	\$	-	\$	5,000.00
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Equipment:

Hardware, software and peripherals package for one Model Classroom per site @\$12,000 ea.

X 10 Yr 1 + 2 each Yrs 2-4	\$	120,000.00	\$	24,000.00	\$	24,000.00	\$	24,000.00	\$	-	\$	192,000.00
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Total Equipment	\$	120,000.00	\$	24,000.00	\$	24,000.00	\$	24,000.00	\$	-	\$	192,000.00
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Supplies

Laptop computer with docking station for the Project Director and A-V Tech

	\$	3,000.00	\$	-	\$	-	\$	-	\$	-	\$	3,000.00
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Replacement of Smart Boards

from PY 1: @\$5,000 ea - 3 sites in PY 4 and 7 sites in PY5.

	\$	15,000.00	\$	35,000.00	\$	50,000.00
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Total Supplies	\$	3,000.00	\$	-	\$	15,000.00	\$	35,000.00	\$	53,000.00
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Contractual:

Consulting: To contract with Project Evaluator on annual basis.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 125,000.00
Network Capacity: To purchase adequate bandwidth to assure quality and reliability of DLT for Model Classrooms: 10 classrooms Yr 1, and two in Yrs 2-4.	\$ 60,000.00	\$ 72,000.00	\$ 84,000.00	\$ 96,000.00	\$ 96,000.00	\$ 408,000.00
Maintenance: Technological maintenance for each project site per year.	\$ -	\$ 10,000.00	\$ 12,000.00	\$ 14,000.00	\$ 16,000.00	\$ 52,000.00
Total Contractual	\$ 85,000.00	\$ 107,000.00	\$ 121,000.00	\$ 135,000.00	\$ 137,000.00	\$ 585,000.00
Construction - No Construction funds are requested.						
Total Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other						
Stipends: For classroom monitors to facilitate CCP classes @ 3 nights per week x 3 hours blocks = 9 hours per week x 32 weeks per year X \$10 per hour = \$2,880 per site x 4 sites in Yr 1, 5 sites Yr 2, 6 sites Yr 3, 7 sites Yr 4, 7 sites, Yr 5. PAID FOR BY NPC.	\$ 11,520.00	\$ 14,400.00	\$ 17,280.00	\$ 20,160.00	\$ 20,160.00	\$ 83,520.00
Total Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ 362,623.00	\$ 316,707.00	\$ 339,511.00	\$ 367,345.00	\$ 368,524.00	\$ 1,754,710.00
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Contributed by NPC	\$ 11,520.00	\$ 14,400.00	\$ 17,280.00	\$ 20,160.00	\$ 20,160.00	\$ 86,400.00
Total Program Costs	\$ 374,143.00	\$ 331,107.00	\$ 356,791.00	\$ 387,505.00	\$ 388,684.00	\$ 1,841,110.00
TOTAL FEDERAL REQUEST	\$ 362,623.00	\$ 316,707.00	\$ 339,511.00	\$ 367,345.00	\$ 368,524.00	\$ 1,754,710.00

Request to Approve 2016-2017 STRATEGIC PRIORITIES

Summary:

The Strategic Planning and Accreditation Steering Committee presents the District Governing Board with the NPC 2016-2017 strategic priorities. The strategic priorities have been developed utilizing input from the college community, the District Governing Board, President Swarhout, and a review of local and national trends.

Please note that the “Technical Support for the College Community” priority items have been reorganized for better clarity since their initial presentation to the District Governing Board. Priority item content has not changed, but SPASC has re-assigned two of the priorities to different institutional leaders. SPASC believes these individuals are the best fit to complete the listed priority items.

The administration requests Board approval of the 2016-2017 strategic priorities as presented.

NPC 2016-2017 STRATEGIC PRIORITIES AND RESPONSIBILITY ASSIGNMENTS

Removing Student Barriers

- Implement PASS program (OR – Director of Student Services)
- Evaluate and make recommendations on childcare options for students/employees (OR - study group chair)
- Evaluate and make recommendations on transportation options for students (OR - study group chair)
- Evaluate effectiveness of current student funding activities (tuition, scholarships, etc) (Defer to 2017-2018, tentative OR – Director of Enrollment Services)
- Listen to students and community and schedule accordingly (OR – VP for Learning and Student Services)
 - Continue development and advertising of course sequencing
- Review current programs/program offerings and analyze need for potential new programs – where is our best return on investment for communities? (OR – Director of Institutional Effectiveness)

Technical Support for the College community

- Training in using available technology for college employees that leads to a greater measure of self-sufficiency and reduces IS training workload in long term) (OR – Human Resources Director)
- Educational technology training that turns frustration with classroom tech into seeing tech as something that adds to teaching experience (OR – Faculty in Educational Technology)
- Evaluate, rewrite, and redesign college technology platforms, including MyNPC, public website, and other related items, focused on improving usability, simplicity, and efficiency. (OR – VP for Learning and Student Services)

OR = College employee with Overall Responsibility for completing the listed priority objective

Request to Approve Contract With Hobsons, Inc. for STARFISH EARLY ALERT and CONNECT Software and Professional Services

Recommendation:

Staff recommend approval of a three year contract with Hobson's Inc. for the STARFISH EARLY ALERT and CONNECT software applications and associated professional services in the amount of \$101,000.00.

Summary:

The college's PASS (Proactive Advising for Student Success) team recommends adoption of the STARFISH student contact and information tool as part of the college's Quality Initiative. The college has chosen a student retention and completion initiative as its Higher Learning Commission-mandated Quality Initiative project, and has also joined the HLC Academy on Persistence and Completion. The team has developed a plan to address NPC's persistence (fall to spring return), retention (fall to fall return), and graduation rates. NPC falls below state benchmarks in all three categories. Improving performance in these three categories would be of great benefit to students who have made the initial commitment to a postsecondary education.

Given its multiple campuses, small enrollments at many locations, and limited staff, NPC cannot utilize the "one stop" approach favored by single-campus institutions. One-stop offices create a single point of contact for students. Multicampus institutions have found software applications such as STARFISH helpful in bridging distances between sites, aggregating information about students, and making that information accessible to employees who can identify and assist students before drop out or failure occurs.

The STARFISH tool will provide the following benefits to students and the college:

- Show students next steps to important processes and milestones (graduation, registration)
- Allow NPC to communicate with students quickly and simply via text and personal email
- Provide integrated method of identifying and resolving student issues
- Allow advisors to take notes and maintain electronic student files viewable by all advising staff
- Allow faculty and staff to quickly and efficiently do student referrals
- Allow students to see all comments, concerns, and questions from college employees in a single screen

Hobsons, Inc.

50 E Business Way
Suite 300
Cincinnati, OH 45241
www.hobsons.com



Order form

Order Number: Q056174
Valid until: 10/29/2018
Account Representative: John Whattam
Phone:

Contact Information

Customer Name: Northland Pioneer College
Bill To: V. Blaine Hatch
Sold To: V. Blaine Hatch
Address: 2251 E. Navajo Blvd.,
Holbrook, Arizona 86025-0610
United States
Email: blaine.hatch@npc.edu
Phone: (928) 524-7440

Product or Service	Detail	Quantity	Term	Start Date
Starfish CONNECT		3200	12	10/30/2017
Starfish CONNECT		3200	12	10/30/2015
Starfish CONNECT		3200	12	10/30/2016
Starfish EARLY ALERT		3200	12	10/30/2015
Starfish EARLY ALERT		3200	12	10/30/2016
Starfish EARLY ALERT		3200	12	10/30/2017
Starfish Professional Services (Hourly Remote)		15	12	10/30/2016
Starfish Professional Services (Hourly Remote)		45	12	10/30/2015
TOTAL:				\$101,000.00

Comments/Notes

Payments as follows: Year 1: License-\$27,000 Services-\$9,000 Year 2: License-\$30,000 Services-\$3,000 Year 3: License-\$32,000 Services-TBD

Terms and Conditions

This Hobsons Order Form and the Services included are subject to all terms of the Master Services Agreement dated 10/30/2015 between Customer and Hobsons. Customer shall be responsible for collection of payments owed by others as a consequence of the use of Services. Sales tax applies unless a tax-exempt form is provided. All values are in US Dollars. The Professional Services (consulting services and/or training services) are additionally subject to the Statement of Work executed by the parties. Professional Services are valid for 12 months from date of Order Form execution. Customer acknowledges and agrees that it is responsible for paying the travel expenses associated with providing onsite Services. Unless payment terms/dates are specifically detailed, Hobsons will issue invoices once per year for services to be delivered in the following year, with the first invoice taking place upon execution of the Order Form and then annually thereafter throughout the term of the Agreement. Payment terms in all instances are Net 30.

By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Customer Authorized Signature: _____ Date: _____

Customer Printed Name: _____ Title: _____

Hobsons Authorized Signature:

Date:

Hobsons Printed Name:

Title:

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is dated as of 10/30/2015 by and between Hobsons, Inc., a Delaware corporation ("Hobsons") and Northland Pioneer College ("Customer").

- 1. Services:** The services and / or products that Customer purchases and / or subscribes from Hobsons, which may include the services and products of certain subsidiaries of Hobsons (the "Hobsons Subsidiaries") as described in Section 17 below (collectively, the "Services") shall be set forth on an order form (the "Order Form"), which shall be signed by Customer and Hobsons in order to be effective and legally binding. In the event of any conflict or inconsistency between the terms of this Agreement and any Order Form, the terms of this Agreement shall control with respect to the subject of such Order Form only. For the purposes of clarification, "Services" shall also include (i) any and all of the following delivered by Hobsons in connection with the Services: training manuals, training materials, best practice documents, implementation and process documents, product manuals, product presentations, product websites, demo sites, product videos, screen shots, and marketing microsites/landing pages, and (ii) any and all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Services developed by Hobsons (collectively "Enhancements") which are generally made available to other customers of Hobsons, provided, however, that Enhancements shall not include new modules, components, or major extensions of functionality for which Hobsons charges a separate fee to all existing customers of the Services for such modules, components, or extensions.
- 2. Term:** The term of this Agreement shall commence on the date set forth above and, unless terminated earlier pursuant to Section 4 below, or by mutual agreement of the parties, shall terminate six (6) months following the date that all Services set forth on the Order Forms have terminated or expired. Each Order Form (and the term of the Services thereunder) will commence on the Commencement Date set forth on such Order Form, and shall continue in full force and effect for a period of three (3) years thereafter (unless a different term is set forth on the Order Form) (the "Order Form Initial Term"). The parties agree that subsequent to the Order Form Initial Term, such Order Form (and the term of the Services thereunder) shall automatically renew for successive one (1) year periods unless one of the parties provides written notice to the other party of its intent not to renew such Order Form at least ninety (90) days prior to the end of the then current term (each an "Order Form Renewal Term", and together with the Order Form Initial Term, referred to herein as the "Order Form Term"). Notwithstanding the expiration of the term of this Agreement, this Agreement shall continue in effect until the Services under any existing Order Forms are completed or the Order Forms have been terminated; provided that the parties may not enter into any new Order Form after the expiration or termination of this Agreement. Hobsons may increase the fees for any Service after the Order Form Initial Term or after any Order Form Renewal Term; provided that Hobsons has given Customer written notice of such increase at least ninety (90) days prior to the end of the Order Form Initial Term or after any Order Form Renewal Term; provided, further, that in the event Hobsons does not provide any such notice, the fees for the Service after the Order Form Initial Term or after any Order Form Renewal Term shall automatically increase by three percent (3%). Customer acknowledges that Hobsons utilizes features which automatically cease the operability of certain Services at the termination or expiration of such Services.
- 3. Subscription and Service Fees:** Customer agrees to pay Hobsons the applicable fees for the Services set forth on the Order Form at such times and in such amounts as set forth on the Order Form. Such fees are in U.S. Dollars. Billing terms shall be set forth on the applicable Order Form. Payment for Services will be due thirty (30) days from the date of invoice. In the event any invoice is not paid when due, Customer shall have fifteen (15) calendar days after Hobsons provides notice to Customer of such late payment to make such payment in full. If such payment in full is not received by Hobsons, then Hobsons reserves the right to delay initiation of or suspend any Service until payment is received in full. Delinquent invoices are subject to an interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged during any period of suspension. Should Customer desire to add additional Services during a given term, the fees for such add-on Service(s) will be pro-rated to correspond to Customer's current term.
- 4. Early Termination:** Hobsons may terminate this Agreement and / or any Order Forms upon written notice if Customer: (i) breaches any material term or condition of this Agreement or the applicable Order Form and fails to remedy the breach within thirty (30) days after being given written notice thereof (provided that no remedy period shall be provided in the event Customer breaches Sections 7, 9 or 14 of this Agreement); (ii) ceases to function as a going concern or to conduct operations in the normal

course of business; or (iii) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing. Customer may terminate this Agreement and/or any Order Forms upon written notice if Hobsons breaches any material term or condition of this Agreement or the applicable Order Form and fails to remedy the breach within thirty (30) days after being given written notice thereof. Except as provided in the immediately preceding sentence with respect to a breach by Hobsons only, in no event shall Customer be permitted to terminate this Agreement or any Order Form prior to its expiration.

5. **Duties Upon Termination:** Upon termination or expiration of this Agreement or any Order Form, Customer shall cease all use of the Service(s) under the Order Form(s) which has (have) been terminated or expired and shall: (i) cease accessing such Service(s) and/or logging into such Service(s); (ii) remove any URLs for the Service(s) or links to the Service(s) from Customer's websites or other materials produced by or for Customer; and (iii) return or destroy any documents or other products provided by Hobsons (and all copies thereof, including electronic copies) relating to such Service(s) (including without limitation all training materials, data sheets, working papers and screen shots of the Service. Hobsons shall have the right, at any time upon termination or expiration of this Agreement or any Order Form to utilize an automated feature for preventing further use of the Services. Termination of this Agreement or any Order Form shall be without prejudice to obligations of Hobsons and Customer existing at the time of termination, including but not limited to payment in full of fees and other monies then due, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination. If any Order Form is terminated by Customer pursuant to the second sentence of Section 4 above, Hobsons shall provide Customer with a pro-rata refund of any fees pre-paid for the applicable Service but unused for the remainder of the applicable Order Form Term (less any applicable costs of implementation and support incurred by Hobsons in connection with such Service). In the case of any other termination (other than as set forth in Section 11), there shall be no refunds for Services provided and all future payments for Services shall remain due and payable as agreed by Hobsons and Customer.
6. **Services Implementation:** Upon execution and delivery of the Order Form(s), Hobsons will work with Customer to establish a schedule and task list for the implementation of the Services. Customer understands and acknowledges that Hobsons requires Customer's cooperation in implementing the Services. If Customer has not fulfilled its cooperation duties and as a result, the Services cannot be performed, Customer is still responsible for paying the applicable fees and expenses described in the Order Forms. Additionally, Hobsons shall not be responsible for any delays in implementing the Services caused as a result of Customer not fulfilling its cooperation duties, and the applicable Order Form Term for such Service shall not be extended as a result of any such delay.
7. **Permitted Use:** Customer is authorized to use the Services only for the internal purposes of Customer, and only within the school or department of Customer specified in the applicable Order Form(s). Only Customer's employees may use and access the Services by and on behalf of Customer. Customer shall not otherwise use, share, copy, access or allow access to the Services. Customer's subscription is non-exclusive, terminating, revocable and non-transferable, for the applicable Order Form Term, subject to full payment by Customer. Customer shall not directly or indirectly: (i) sell, assign, lease, license, disclose, grant access to, or otherwise transfer the Services or any copy thereof to any other party; (ii) copy the Services, modify the Services or create derivative works thereof; or (iii) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code or underlying ideas, algorithms, processes know-how or other related technology of the Services, unless permitted by law, in which case Customer shall give advance notice to Hobsons and an opportunity to meet Customer's legally recognized need in other manners.

If the Service includes the Radius Service the provisions in this paragraph shall additionally apply to the Radius Service. The Radius Service may be used by the Customer set forth on the Order Form, and may not include any other Customer unless specifically permitted herein. Customer agrees that the Radius Service is for the sole purpose of accessing the student lifecycle management solution by the aforementioned Customer set forth on the Order Form. If elected, Hobsons grants to Customer the right to link to the Radius Service through Customer's website provided however that Customer shall: (i) use any data supplied through the Radius Service solely in connection with use of the Radius Service; (ii) not download or make copies of such data for any purpose other than Customer's internal use; and (iii) not use the Radius Service in any manner to provide a user with access to the Radius Service via any framing, layering or other techniques now known or thereafter developed that permit display of the Radius Service with any materials posted by Customer or any party other than Hobsons. Customer may not allow the Radius Service link to be linked to any other web site other than Customer's own site.

Hobsons is not responsible to Customer, any designated user or any other third party regarding the accuracy or validity of the data entered through the Radius Service and Hobsons makes no warranty that the Radius Service will be error-free or that access thereto will be uninterrupted. Upon termination of this Agreement, Customer agrees to immediately disable any embedded link(s) to the Radius Service. All rights to the Radius Service shall remain the property of Hobsons.

If the Service includes IMS Print and Web Services, the terms and provisions set forth on Schedule A hereto shall additionally apply to such IMS Print and Web Services. In the event of any direct conflict between the terms and provisions set forth on Schedule A and any of the other terms and provisions set forth in this Agreement, the terms and provisions on Schedule A shall prevail and control.

If the Service includes Media Services or Enrollment Management Services, the terms and provisions set forth on Schedule B hereto shall additionally apply to such Media Services or Enrollment Management Services. In the event of any direct conflict between the terms and provisions set forth on Schedule B and any of the other terms and provisions set forth in this Agreement, the terms and provisions on Schedule B shall prevail and control.

If the Service includes Starfish Services ("Starfish Services" which for purposes of clarity are included in the term "Services" in this Agreement), the provisions in Schedule C shall additionally apply to such Starfish Services. In the event of any direct conflict between the terms and provisions set forth on Schedule C and any of the other terms and provisions set forth in this Agreement, the terms and provisions on Schedule C shall prevail and control.

8. **Intellectual Property:** Customer acknowledges that, as between Customer and Hobsons, all right, title and interest in the Services, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related to the Services are owned by Hobsons and/or Hobsons' subsidiaries, third party licensors, suppliers or vendors. Customer shall obtain no intellectual property ownership regarding the Services and hereby assigns to Hobsons, any enhancement of the Services generated in the course of this Agreement. Customer will not, at any time, do, or omit to do, anything which is likely to prejudice Hobsons' or any of Hobsons' subsidiaries', third party licensors', suppliers' or vendors' ownership of any intellectual property rights in the Services (or any component thereof). Customer will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.
9. **Compliance with Law:** Customer represents and warrants that any data, information, applications or other materials that Customer provides to Hobsons are owned by Customer and/or licensed for use by Customer and by Hobsons for all uses contemplated by this Agreement. Customer shall strictly adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information. In the event Hobsons is requested to deliver bulk email, all email addresses are to be provided by Customer, and Customer shall have sole responsibility for determining and warrants that those email addresses are held on an "opt-in" basis under which the owner of the email address has agreed to the receipt of email on behalf of Customer under applicable law. Customer shall have sole responsibility for receiving, processing and warrants that it will process within ten (10) days any and all removal requests received by email address owners, and will apply such requests to address lists provided to Hobsons before delivery.
10. **Indemnification:** To the extent permitted by law, and subject to the terms and limitations in this Agreement, both parties shall indemnify and hold harmless each other, and their respective officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) relating to or arising out of: (i) any third party claims based on a claim that any data, information, applications or other materials provided to either party, if any, infringe any intellectual property right of a third party; or (ii) any breach of any warranty or covenant under this Agreement. In no event will the obligations of Hobsons to indemnify and hold harmless Customer pursuant to this Section 10 apply to any claim which arose from: (i) a use of the Service by Customer which was not in accordance with the terms of this Agreement or the applicable Order Form; (ii) a modification to the Service not consented to in writing by Hobsons; or (iii) use of a version of the Service which is not the most current version of such Service provided to Customer.

11. **Infringement Remedy:** If in Hobsons' reasonable judgment, any Service is subject to an intellectual property infringement claim or other claim, Hobsons may, at its option, either secure for Customer the right to continue using the relevant Service, or replace or modify the relevant Service to make it non-infringing, without incurring a material diminution in performance or function. If neither of the foregoing is, in Hobsons' judgment, reasonably available, Hobsons may discontinue the availability of the relevant Service, and Customer shall, upon notice from Hobsons, return to Hobsons any related documentation and any copies of the relevant Service hosted by Customer, and Hobsons shall provide Customer with a pro-rata refund of the fees paid in advance by Customer in connection with any such returned Service.
12. **Limited Warranty:** Hobsons represents and warrants that it will perform the Services in a timely and professional manner, in conformance with generally accepted industry standards. THE ABOVE ARE THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SERVICES, AND HOBSONS AND ITS THIRD PARTY LICENSORS, SUPPLIERS AND VENDORS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, AND IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF HOBSONS OR ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN INFORMED OF SUCH PURPOSE, OR ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE SERVICES MAY INVOLVE DATA TRANSMISSION OVER THE INTERNET AND, AS SUCH, HOBSONS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SIMILARLY, AS THE DATA BEING MANAGED BY HOBSONS ORIGINATES FROM CUSTOMER'S USERS, NEITHER HOBSONS NOR ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS MAKES ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. NO AGENT OF HOBSONS IS AUTHORIZED TO ALTER OR EXCEED THE REPRESENTATION AND WARRANTY OBLIGATIONS OF HOBSONS AS SET FORTH HEREIN.
13. **LIMITATION OF LIABILITY:** THE LIABILITY OF HOBSONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICES, REGARDLESS OF THE LEGAL THEORY, OR THE DELIVERY OR NON-DELIVERY OF THE SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO HOBSONS HEREUNDER IN CONNECTION WITH THE SERVICE AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED UNDER NO CIRCUMSTANCES WILL HOBSONS ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, (EVEN IF HOBSONS OR ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER. IN THE EVENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, THE MAXIMUM LIABILITY OF HOBSONS SHALL BE \$1,000. For purposes of clarification, it is understood that NO HOBSONS SUBSIDIARY shall have ANY liability for any claims made by Customer respecting the Services. Customer's sole recourse with respect to any claims arising out of the Services shall be against HOBSONS (in accordance with, and subject to, the terms and limitations in this Agreement).
14. **Confidentiality:** Confidential Information shall include information that is confidential, nonpublic, competitively sensitive, private and/or proprietary in nature, labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, or that the party receiving the Confidential Information should otherwise reasonably construe as confidential under the circumstances. Without limitation, the Services constitute Confidential Information of Hobsons. Without limitation, any data that has been collected for or provided by Customer in connection with the Services hereunder ("User Data") shall be considered Confidential Information of Customer. Hobsons, on the one hand, and Customer, on the other hand, each agrees: (i) not to use or disclose to any third party the Confidential Information disclosed to it by the other ("Disclosing Party") for any purpose other than as contemplated by this Agreement; and (ii) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially

reasonable efforts. Notwithstanding anything herein to the contrary, Hobsons shall be permitted to create, use, publish, transmit, store, market, promote or display any aggregated or derivative data from the User Data without restriction or obligation to Customer.

The confidentiality obligations described above shall not apply to Confidential Information to the extent that the party receiving such Confidential Information ("Receiving Party") can prove through credible written evidence: (i) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (ii) is or becomes publicly available, other than by breach of Receiving Party of its obligations to the Disclosing Party; (iii) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of Receiving Party; or (iv) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, to the extent permitted by applicable law or court process, the Receiving Party will give the Disclosing Party prompt notice prior to disclosure of Confidential Information that is claimed to be subject to an exception.

15. **Government Restricted Rights:** This provision applies to Services acquired directly or indirectly by or on behalf of any government. The product is a commercial product, subscribed on the open market at market prices, and was developed entirely at private expense and without the use of any government funds. Any use, modification, reproduction, release, performance, display, or disclosure of any Service by any government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement, and no subscription is granted to any government requiring different terms.
16. **Disclosure of Agreement/Use of Customer's Name:** Customer and Hobsons agree to keep the terms of this Agreement and of any future purchases of Services confidential. Customer agrees to allow Hobsons to use Customer's name and logo for the purpose of indicating Customer is a client of Hobsons without indicating any endorsement of the Services provided.
17. **Reseller:** Hobsons is an authorized reseller of services and products of the Hobsons Subsidiaries pursuant to the terms of resale agreements between such Hobsons Subsidiaries and Hobsons. Such Hobsons Subsidiaries are intended third party beneficiaries of this Agreement. Notwithstanding anything herein to the contrary, no Hobsons Subsidiary shall have any liability or obligation to Customer under this Agreement or in connection with the Services, and Customer's sole recourse under this Agreement or in connection with the Services shall be against Hobsons, subject to and in accordance with the terms, provisions and limitations set forth herein.
18. **Amendment, Modification:** This Agreement may only be modified in a written amendment signed by authorized representatives of Hobsons and Customer.
19. **Entire Agreement:** This Agreement, all Order Forms and any amendments thereto contain the entire Agreement of the parties concerning the Services and supersede any prior oral or written understandings of the parties.
20. **Notices:** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or three days after being mailed by registered or certified mail, postage prepaid, addressed to the attention of the individual(s) at the address(es) set forth on the signature page of this Agreement. Such addresses may be changed by a written notice in accordance with this Section 20.
21. **Law:** This Agreement shall be construed and enforced in accordance with and governed by the substantive laws of the State of Ohio, without reference to its conflict of law principles and without regard to the U.N. Convention of Contracts for the International Sale of Goods. Any dispute over the terms of this Agreement shall be brought in the Federal District Court for the Southern District of Ohio located in Cincinnati, Ohio or the Courts of the State of Ohio located in Cincinnati, Ohio. All parties to this Agreement hereby consent to the personal jurisdiction of those Courts.
22. **No Implied Waiver:** No failure by any party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, shall constitute a waiver of such term, obligation, right, or remedy.

23. **Attorneys' Fees:** In the event either party initiates litigation to obtain payment of monetary obligations, or to enforce any other term of this Agreement, the breaching party shall be liable for all costs and reasonable attorneys' fees incurred by the other party in connection therewith.
24. **Independent Contractors:** Hobsons and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. No party is an agent or representative of the other or is authorized to make any warranties or representations or assume or create any other obligations on behalf of the other.
25. **Severability:** Should any provision of this Agreement be held invalid or unenforceable then each such provision shall be automatically reformed so as to be enforceable, or if such reformation is not possible, each such provision shall be automatically terminated.
26. **Assignment:** Neither party may assign or delegate this Agreement or any of such party's rights or obligations under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
27. **Excusable Delay:** Any delay in the performance by Hobsons of its obligations under this Agreement shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party including, without limitation, any act of God, any fire, flood, or weather condition, any earthquake, any act of a public enemy, war, insurrection, riot, explosion, or strike.
28. **Other Customer Parties:** The parties hereto agree that Customer Affiliates (as defined below) shall be permitted to order Services under and pursuant to the terms of this Agreement. Such Customer Affiliate may purchase Services by executing an Order Form (which shall be signed by such Customer Affiliate and Hobsons in order to be effective and legally binding). Such Order Form(s) shall describe the Services being ordered by such Customer Affiliate and the fees, implementations dates, and, to the extent different from the provisions of this Agreement, delivery and/or other terms conditions related to such Services. The Order Form together with this Agreement shall be deemed to be a separate agreement between the Customer Affiliate on the one hand, and Hobsons, on the other hand, and all of the rights and obligations of Customer under this Agreement shall be deemed to be rights and obligations of such Customer Affiliate. In the event of any inconsistency or conflict between the terms of such an Order Form and this Agreement, the terms of this Agreement shall control with respect to the subject of such Order Form only. For purposes of this Agreement, "Customer Affiliate" means any department or school in the same university system as Customer.
29. **Miscellaneous:** Pursuant to the terms of Hobsons' agreements with certain third party providers, the terms set forth at <http://www.hobsons.com/he/experian-licensing> and <http://www.hobsons.com/he/boomi-licensing> are incorporated into and made a part of this Agreement.

The Services are subject to the requirements and limitations set forth at <http://go.hobsons.com/productlimitations>, which are incorporated into and made a part of this Agreement.

30. **Data Archiving:** In order to maximize the ApplyYourself system performance, Hobsons and/or ApplyYourself (a Hobsons Subsidiary), maintains the right to archive User Data on an annual basis. Customer will be notified about the specifics of the archiving process at least thirty (30) days before the archiving is executed. Electronic data restored from archived files are available upon request. Additional fees may apply for data retrieval services.
31. **Family Educational Records and Privacy Act:** In the event Customer is subject to the provisions of the Family Educational Records and Privacy Act ("FERPA"), the parties to the additional provisions in the Section 31. Customer appoints Hobsons, and third party(ies) assisting Hobsons in performing the Services, as reasonably determined by Hobsons, as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Hobsons, and such third party(ies), as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. Hobsons acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally

identifiable information obtained from Customer by Hobsons in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.3, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians, unless such third party(ies) is assisting Hobsons in performing the Services, as reasonably determined by Hobsons, and such disclosures are subject to FERPA §§99.7(a)(3)(iii) and 99.31(a)(1); and (ii) will be used only to fulfill Hobsons' responsibilities under the Agreement. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically. Upon written request of Customer, Hobsons shall disclose to Customer the names of such third parties.

By affixing their signatures below and intending to be bound, the duly authorized representatives of Hobsons and Customer indicate their agreement to the terms and conditions of this Agreement as of the date set forth above.

HOBSONS, INC.

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Address: 50 E-Business Way, Ste. 300
 Cincinnati, OH 45241 USA

By: _____
 Name: _____
 Title: _____
 Address: _____

SCHEDULE A – Additional Terms and Provisions Applicable to IMS Print and Web Services

1. **Ownership and License.** Customer agrees all right, title and interest in Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related thereto are owned by Hobsons and/or Hobsons' subsidiaries, third party licensors, suppliers or vendors. Customer shall obtain no intellectual property ownership regarding the Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder and hereby assigns to Hobsons, any enhancements to any of the foregoing generated in the course of this Agreement. Customer will not, at any time, do, or omit to do, anything which is likely to prejudice Hobsons' or any of Hobsons' subsidiaries', third party licensors', suppliers' or vendors' ownership of any intellectual property rights in the Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder (or any component thereof). Customer will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software and the services provided by Hobsons hereunder (or any component thereof).

For the term of this Agreement, Hobsons grants to Customer a non-exclusive, revocable, non-transferable license to distribute the storage media it licensed from Hobsons hereunder. Customer agrees to purchase or license exclusively from Hobsons all copies of media or other portions of Hobsons presentations, and to make no copies or authorize any third party to make copies. Upon expiration, termination or cancellation of this Agreement, Customer shall return all such materials to Hobsons. Customer grants Hobsons, and anyone acting on behalf of Hobsons, a royalty-free license to copy and use any material provided by Customer that is reasonably necessary for Hobsons to fulfill its obligations under this Agreement.

2. **Web products.** Please refer to the table in Section 4 for specific product information. For all products Customer understands that Customer could lose priority and placement of their advertising and the schedule and delivery of their product could be compromised as a result of a failure to submit materials within the timeframes described in the table in Section 4. If the Order Form for the IMS Print and Web Services is executed and delivered by both parties after the 15th day of the month in which the Order Form for the IMS Print and Web Services is so executed and delivered and the start date is the same month, Customer must provide materials with the Order Form for the IMS Print and Web Services. Upon written

notice to Hobsons delivered simultaneously with the execution and delivery of the Order Form for the IMS Print and Web Services, Customer may elect to move their end-date to the following month. For purposes of clarification, Customer's materials may be posted on Hobsons' Web sites, or Third Party sites. For purposes of clarification, "Third Party sites" means Web sites of Hobsons' marketing partners or Web site of other third party providers reasonably selected by Hobsons.

In the event Customer purchases advertisement services from Hobsons that includes Impressions, this paragraph shall apply. Hobsons will monitor delivery of the placement of Impressions (as defined below) and monitor progress of delivery of monthly Impressions against the targeted amount over the Order Form Term for the IMS Print and Web Services. Hobsons may at its option also provide Customer software or access to software for tracking or other purposes, and in such event, Hobsons grants to Customer only a non-exclusive license to use such software solely for such purpose for the Order Form Term for the IMS Print and Web Services. This Impressions service program shall continue for the number of months contracted unless earlier discontinued by Hobsons, in which case Hobsons will be entitled to a pro rata payment based on the length of the term during which Impressions were delivered. For purposes of this Agreement, "Impressions" are a measurement of responses from a Web server to a page request from the user browser, which is filtered from robotic activity and error codes, and is recorded at a point as close as possible to opportunity to see the page by the user.

3. **Print products.** If the Order Form for the IMS Print and Web Services is executed and delivered by both parties on or before the 15th day of the month in which the Order Form for the IMS Print and Web Services is so executed and delivered, Customer agrees to submit materials within 20 calendar days of the execution and delivery of the Order Form for the IMS Print and Web Services by both parties; provided that this sentence shall not apply with respect to any Order Form Term for the IMS Print and Web Services executed and delivered by both parties in the month of September. For any such the Order Form for the IMS Print and Web Services executed and delivered by the parties in September, Customer must submit materials within a further expedited timeframe to be determined by Hobsons to meet end-of-year (September 30) delivery. Customer understands that Customer could lose priority and placement of their advertising and the schedule and delivery of their product could be compromised as a result of a failure to submit materials within the time frames described in this Section 3.

4. **Additional Product Terms.** The terms of this table shall apply to the specific products and services listed below:

Product / Service	Lead Time to Obtain Materials from Customer	Terms and Conditions
Beat the GMAT MBA Watch Page Hub Page products (web tour, profile, web links)	14 days	Customer must provide materials 14 days before publishing date. Hobsons will make no more than 3 attempts to secure materials from Customer, and Hobsons will not extend the end date of the Order Form Term for the IMS Print and Web Services.
Duration-based display ad (forum placement, mobile app, section placement, CollegeView geotargeted, ActiveMatch)	14 days	Customer must provide materials 14 days before publishing date. Hobsons will make no more than 3 attempts to secure materials from Customer, and Hobsons will not extend the end date of the Order Form Term for the IMS Print and Web Services. Customer must purchase in quantity of months. Months must be consecutive for each particular line item. Specific Impressions are not guaranteed for duration-based ads.
ActiveMatch Plus	14 days	Customer must purchase matching placements and run dates for all standard ActiveMatch placements. Customer agrees to receive all data transferred through the Hobsons' Radius

		services. Customer will submit a valid email address for receipt of notifications.
College Confidential impression-based display ad (CC geo-targeted, CC re-targeted,)	14 days	Customer must purchase by units (each unit represents 50,000 Impressions). Impressions will be equally distributed amongst the time frame contracted for each particular line item.
SuperMatch ads	14 days	Customer must purchase by blocks (each block represents 5,000 searches). Blocks will be equally distributed over 12 months for each particular line item.
Beat the GMAT Events (Chat, Webinar)	21 days	Customer must deliver required information and materials to Hobsons 21 days before the purchased event date. The event must be conducted on the purchased event date provided that Customer may request an alternative date in the same calendar month. Hobsons at its option may accept or deny such request and without limiting the foregoing will deny such request in the event there is no availability for the event on the alternative date.
Punch Newsletter	14 days	Customer must deliver required materials to Hobsons 14 days before the publishing date of the newsletter Customer has sponsored.
Beat the GMAT Newsletter Sponsorship	14 days	Customer must deliver required information and materials to Hobsons 14 days before the publishing date of the newsletter Customer has sponsored. The newsletter must be published on the purchased publication date provided that Customer may request an alternative date in the same calendar month. Hobsons at its option may accept or deny such request and without limiting the foregoing will deny such request in the event there is no availability for the publication on the alternative date.
Beat the GMAT Ads (3 products) (Section 2 above does not apply to these Ads)	14 days	Customer must purchase by slots (each slot represents 40,000 Impressions). A slot that is purchased cannot be spread across more than one month. If Customer purchases a slot, it must be used in a given month.

Navance State Handbooks	7 days	Customer must submit materials within the agreed upon timeframe in order to meet scheduled product delivery.
International Distribution	14 days	
Custom print, web development	See next column	Prior to the execution of the Order Form Term for the IMS Print and Web Services, Customer will have identified the specific delivery dates in which Customer would like these products delivered. If Customer does not identify a specific delivery date, September 30th will become the default date in which all projects will be delivered for Hobsons end-of-year. All materials must be submitted by Customer within the agreed

		upon timeframe in order to meet end-of-year.
Virtual Student Fair	9 days	Customer booth must be built based on the Hobsons timeline in order to ensure participation in an event.

5. **Substitute Information; Changes; Approvals.** If Customer fails to provide any or sufficient material in a timely manner, it agrees that Hobsons may use (but is under no obligation to use) publicly available information in its reasonable discretion to fulfill its obligations hereunder. While in production, Customer is limited to three rounds of changes (to begin and end within time periods identified above). If Customer needs further development after these three rounds in order to complete their product, Customer must contract for writing and/or design and/or development services at an additional charge to cover the additional costs and time incurred, which shall then be limited to an additional three rounds of changes. Hobsons reserves the right to publish materials in their latest state to meet Hobsons' own delivery schedule and printing needs. Except when Hobsons uses publicly available information to fulfill its obligations under this Agreement, Customer shall have the opportunity to approve all items going to publication, provided that such approval occurs at least 30 days prior to publication. Lack of Customer response or an untimely response will be considered approval. Customer shall have no recourse against Hobsons (and Hobsons shall have no liability for) for the use of publicly available information by Hobsons, even if the information is inaccurate, incorrect, or misleading.

6. **Packages or Bundles.** With respect to any package or bundle of Hobsons services or products sold, licensed or subscribed to by Customer, Customer shall not be entitled to any refund, substitute, credit, rebate or replacement for any component or portion of such package or bundle which Customer chooses not to use, implement or exploit.

7. **ActiveMatch Plus.** If the services purchased include ActiveMatch Plus, the terms and provisions set forth in this Section 7 shall additionally apply to such ActiveMatch Plus purchases. Customer agrees that Hobsons may make adjustments, changes, edits, additions, and/or modifications to the Radius service to carry out its obligations under this Agreement. Customer agrees that it (a) has the sole responsibility for and will honor all opt-out requests that come from ActiveMatch Plus connections for students who no longer wish to receive communication from Customer within 10 days of such request, or as deemed by law, and (b) only use the data provided by ActiveMatch Plus by Customer for use of communication with students and shall not sell or distribute such data to any third parties.

Customer is authorized to use the Radius services only for the internal purposes of Customer as outlined in this Agreement, and only within the school or department of Customer specified on the contract. Only Customer's employees may use and access the Radius services by and on behalf of Customer. Customer shall not otherwise use, share, copy, access or allow access to the Radius services. Customer's subscription is non-exclusive, terminating, revocable and non-transferable, for the applicable term of the contract, subject to full payment by Customer. Customer shall not directly or indirectly, (a) sell, assign, lease, license, disclose, grant access to, or otherwise transfer the Radius services or any copy thereof to any other party; (b) copy the Radius services, modify the Radius services or create derivative works thereof; or (c) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code or underlying ideas, algorithms, processes know-how or other related technology of the Radius services, unless permitted by law, in which case Customer shall give advance notice to Hobsons and an opportunity to meet Customer's legally recognized need in other manners.

If Customer purchasing ActiveMatch Plus has already purchased from Hobsons, and is currently using the Radius services, the terms and provisions set forth in this paragraph shall additionally apply. Customer agrees to allow their existing Radius tenant to receive data from ActiveMatch Plus.

If Customer purchasing ActiveMatch Plus has not already purchased from Hobsons, and is not currently using the Radius services, the terms and provisions set forth in this paragraph shall additionally apply. Customer will utilize a limited feature Radius tenant in order to receive data from ActiveMatch Plus, and agrees to use such Radius tenant in accordance with the provisions of this Agreement and only for the use of ActiveMatch Plus data. Customer may run reports on, view and sort ActiveMatch Plus data and export ActiveMatch Plus data from the Radius services. Customer must keep a valid email address in the tenant in order to receive notifications; this includes any time in which Customer is using data provided to Customer by ActiveMatch Plus, even once the ActiveMatch Plus filters have terminated.

8. Customer Warranties. Customer represents and warrants that any data, information, applications or other materials that Customer provides to Hobsons are owned by Customer and/or licensed for use by Customer and by Hobsons for all uses contemplated by this Agreement. Customer shall defend, indemnify, and reimburse Hobsons for all losses, damages, causes of action and costs, including reasonable attorney fees, in any claims of infringement, misuse, or other violation of law arising out of or relating to the use of any data, information, applications or other materials that Customer provides to Hobsons.

9. Term and Cancellation. Unless otherwise agreed in a writing signed by Customer and Hobsons, the Order Form Term for the IMS Print and Web Services shall be the current fiscal year (October-September) year in which the Order Form for the IMS Print and Web Services was signed by both of the parties. Customer understands that Hobsons must immediately undertake and will continue to perform work and incur expenses to fulfill its obligations. If Customer fails to provide applicable materials to Hobsons within 3 months of the date of the Order Form for the IMS Print and Web Services, or at least 1 month prior to the publication date, whichever occurs first, 50% of the contract price (set forth on the Order Form for the IMS Print and Web Services) shall become immediately due and payable so that Hobsons can fulfill its own obligations. Provided that Hobsons has at least 60 days to reformat the publication, this failure will result in a cancellation of the Order Form Term for the IMS Print and Web Services. Otherwise, Customer agrees that Hobsons is authorized (but not required) under this Agreement to fulfill its obligations with the use of publicly available information, which requires additional time, effort, and expense that cannot be calculated at this time; therefore, Hobsons will be entitled to the remaining payment due under this Agreement plus additional fees to be assessed for writing and design services incurred.

Either party may cancel the Order Form Term for the IMS Print and Web Services within 7 days of the execution and delivery of the Order Form for the IMS Print and Web Services by both parties; in which case, Customer shall not be required to pay any portion of the contract price for such IMS Print and Web Services. Customer agrees that 50% of such contract price shall become immediately due and payable in the event that cancellation occurs (x) after 7 days of the execution and delivery of the Order Form for the IMS Print and Web Services by both parties but (y) prior to the supply of materials by Customer. Customer further agrees that, in the event that cancellation occurs after the supply of materials or after Hobsons has endeavored to fulfill its obligations through the use of publicly available information, Hobsons has utilized sufficient time and effort to fulfill its obligations under this Agreement and accordingly, 100% of the contract price shall become immediately due and payable. The parties acknowledge and agree that the damages in the event of cancellation would be difficult to determine and the cancellation charges described herein constitute a reasonable estimate of appropriate liquidated damages and that such is not intended as a penalty. Any cancellation must be in writing and signed by the party electing cancellation. Cancellation by a party shall be deemed effective upon receipt of such written and signed notice of cancellation by the other party.

10. Miscellaneous. Without limiting any other provision of the Agreement, Hobsons makes no representations, warranties, covenants or agreements that the posting of Customer's materials on any Hobsons' Web sites or any Third Party Sites or the printing of any of Customer's materials in any printed matter will not violate any law, rule, regulation, policy, bylaw, membership organization document or contract to which Customer or any of its affiliates is a party or by which it is bound. Customer agrees to reimburse Hobsons for any shipping costs incurred by Hobsons in connection with the performance of the IMS Print and Web Services.

SCHEDULE B – Additional Terms and Provisions Applicable to Media Services and Enrollment Management Services

1. **Appointment as Agent.** In order for Hobsons to perform the Media Services, Customer appoints Hobsons as its agent and as its attorney-in-fact solely for the purposes of performing the Media Services.
2. **Ownership.** As between Hobsons and Customer, provided that Customer pays all of the fees due for the Media Services as set forth on the Order Form for such Media Services, Customer shall own all rights to any deliverables produced by Hobsons in connection with such Media Services. Notwithstanding the foregoing, Hobsons shall (i) own all right, title and interest in and to (including all intellectual property rights), all processes and know-how developed and/or used by Hobsons in connection with the performance of the Media Services (all of which shall be deemed to be “Confidential Information” of Hobsons), as well as any creative content in existence prior to the date of the Order Form for such Media Services, and (ii) Hobsons shall have the right to use the “look and feel”, designs, layouts and concepts used in any of the deliverables produced by Hobsons in connection with such Media Services in the performance of services for other customers or potential customers of Hobsons (and in connection therewith, Customer grants Hobsons a worldwide, fully paid-up, perpetual license to use such items).
3. **Completion.** Hobsons reserves the right to carry to completion any non-cancelable contract or commitment made by Hobsons as Customer's agent and attorney-in-fact, and still existing at the termination of the Order Form for the Media Services.
4. **Delivery Upon Completion.** Upon the termination of the Order Form for the Media Services, provided that there is no indebtedness then owing by Customer to Hobsons, Hobsons shall transfer and make available to Customer or Customer's representative, any tangible property and materials in Hobsons' possession or control belonging to and paid for by Customer. Hobsons will also give Customer all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with advertising media, or others, of advertising space, broadcast time or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.
5. **Customer Responsibilities.** Customer shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services, competitors' products and services that Customer furnishes to Hobsons in connection with the performance of the Media Services. Accordingly, Customer shall indemnify and hold Hobsons harmless from and against any loss, damage, liability, claim, demand, suit and expense (including reasonable attorneys' fees) which may be incurred by Hobsons as the result of any claim, demand, suit or proceeding made or brought against Hobsons based upon or arising out of: (a) any advertising or other materials or services which Hobsons prepared or performed for Customer and which were approved by Customer; (b) information or materials provided to Hobsons by Customer; (c) risks which Hobsons has brought to Customer's attention in writing where Customer elects to proceed; (d) the nature or use of Customer's products or services; and (e) Customer's breach of its representations, warranties, covenants and obligations hereunder. Customer also agrees to defend and hold Hobsons harmless for claims arising out of Hobsons' adherence to Customer's instructions or directions.
6. **Use of Name.** During the Order Form Term for the Media Services, Customer grants Hobsons the nonexclusive right to use Customer's name, trademark and logo to produce, market, distribute, promote and perform the Media Services.
7. **No Responsibility for Suppliers.** Hobsons shall endeavor to guard against any loss to Customer as the result of the failure of media or suppliers to properly execute their commitments, but Hobsons will not be responsible for their failure, provided that such failure is outside the control of Hobsons.

SCHEDULE C - Additional Terms and Provisions Applicable to the Starfish Services

(a) Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable right and license to install and use certain adapter software solely for the purpose of connecting Customer to the Starfish Service. Hobsons shall provide periodic updates to such adapter software as Hobsons deems appropriate, and Customer shall install and use such updates. Access to the Starfish Services specified in the applicable Order Form will be by Authorized User IDs issued by Customer within the limit of the Authorized Users Metric specified in the applicable Order Form. Authorized Users will only access and use the Starfish Services through such Authorized User IDs. Hobsons may rely on any Authorized User ID, instruction or information that meets the Starfish Service's automated criteria or which is believed by Hobsons to be genuine. Hobsons may assume a person entering an Authorized User ID and password is, in fact, that user. Hobsons may assume that the latest email addresses and registration information on file with the Starfish Services are accurate and current. When programmed to do so, the Starfish Service may take prescribed actions in the absence of receiving proper and complete contrary instructions.

(b) The Starfish Service is priced annually based upon a metric for the number of Authorized Users (defined below), and specifically where that number occurs within the Authorized User Bands set out below. For purposes of this Agreement, an "Authorized User" is defined as any individual who is a student resident in a course of Customer, prospective student, alumnus, consortia student registered to take one of Customer's regularly offered courses of instruction, employee, trustee or collaborating researcher of Customer or a Customer employee (solely to the extent any such employee uses the Starfish Service for Customer's student success programs), or parent and/or custodian of a student or prospective student.

(c) The metric for the number of Authorized Users of a Customer is deemed to be (i) Customer's published number of students, including full-time and part-time students, including prospective, visiting, and other students included in the definition of "Authorized User" in this Agreement, *plus* (ii) the number of non-students, including parents, employees, and other non-students included in the definition of "Authorized User" in this Agreement, but non-students are counted *only to the extent that* the number of non-students exceeds 20% of the published number of students.

(d) Customer represents and warrants to Hobsons that the number of Authorized Users provided to Hobsons and set forth on the Order Form is correct and accurate to the best of its knowledge and agrees that it will inform Hobsons of any increase in its Authorized User population at least ninety (90) days prior to the beginning of the Order Form Renewal Term for the Starfish Services. Hobsons will assess additional license fees for the Service for increases in the number of Customer's Authorized Users. In the event of a Customer merger, acquisition, or partnership resulting in a substantial increase in the number of Authorized Users, Hobsons reserves the right to assess additional fees during the Order Form Term for the Starfish Services based upon the current Authorized User Band.

(e) The Authorized User Bands are set forth in the following table:

Authorized User Bands
1-2000
2,001 to 4,000
4,001 to 8,000
8,001 to 15,000
15,001 to 25,000
25,001 to 40,000

Additional bands of 10,000 will be priced separately.

SCHEDULE D - Additional Terms and Provisions Applicable to Professional Services

(a) Customer Responsibilities for Training Services. With respect to Training Services, participants should meet the prerequisites stated for each course to ensure that each session is productive and effective. All Training Services are hands-on sessions and require a computer for each participant. Customer must ensure that participants' computers are in good working order, that the appropriate hardware and software necessary to connect to the network provided in the training facility is installed, and that participants know how to connect the computer to a network. Customer must also plan to have no more than 15 individuals attend a private session at a time to ensure proper student to instructor ratio for effective learning. Customer agrees to work with Hobsons to ensure that any Training Services purchased are conducted **within 12 months** from the date of purchase and Customer acknowledges that a failure to have Hobsons deliver a session within 12 months from the date of purchase shall constitute a cancellation by Customer as described in Section (f) of this Schedule D.

(b) Customer Responsibilities for Consulting Services. With respect to Consulting Services, Customer agrees to the required preparation as outlined by Hobsons to effectively start the engagement and utilize the services of Hobsons' consultant. Customer agrees to work with Hobsons to ensure that all consulting hours purchased are utilized within 12 months from the date of purchase and Customer acknowledges that a failure to have Hobsons deliver Consulting Services within 12 months from the date of purchase shall result in a forfeit of the consulting hours purchased.

(c) Warranties. Hobsons warrants that each of its instructors and consultants performing such Professional Services shall have the proper skill, training, and background to perform in a competent and professional manner. Such Professional Services may include unknown and unforeseen problems and Hobsons shall attempt to resolve such problems, should they occur. Customer acknowledges that Hobsons does not warrant that a satisfactory solution to all problems will be possible.

(d) Payments and Refunds. Customer or a contact designated by Customer will be invoiced for Professional Services at the time of purchase. If applicable, Hobsons will invoice Customer for travel expenses incurred by the instructor(s) for any on-site training services and consultant(s) for any on-site Professional Services. Payments are due in accordance with Section 3 of the Agreement, and all fees for Professional Services are non-refundable except as a result of a request by Hobsons to cancel or reschedule a training session as described in Section (e) of this Schedule D.

(e) Cancellation or Rescheduling by Hobsons. Hobsons reserves the right to cancel or reschedule sessions. In the event Hobsons cancels or asks to reschedule a session, Customer may choose to reschedule, attend another comparable session, or receive a full refund.

(f) Cancellation or Rescheduling by Customer. Customer may reschedule a private on-site or webinar session that has been previously confirmed by Hobsons, provided that Customer agrees to: (a) notify Hobsons in writing at least 3 business days in advance prior to the start of the session; (b) pay costs incurred on Customer's behalf for the session as originally scheduled (including but not limited to any cancellation fees paid to Hobsons' instructor(s) and, if applicable, travel expenses), and (c) pay travel expenses associated with the session once rescheduled, if applicable. A session shall be considered canceled by Customer, with no further obligations by Hobsons, in the event of any of the following: (a) failure to schedule a private session to be conducted within 12 months from the date of purchase, or (b) failure by Customer to reschedule a session in accordance with the provisions of this Section (f). Customer agrees to pay any fees for services and to pay any expenses incurred by Hobsons on Customer's behalf in connection with sessions confirmed by Hobsons and canceled by Customer. If cancellation of a private or public session is a result of inclement weather resulting in a school closing or delay, Customer is still responsible for paying any expenses incurred by Hobsons on Customer's behalf, however the session will not be considered cancelled by Customer.

REQUEST TO APPROVE SIDEWALK IMPROVEMENTS CONTRACT FOR LITTLE COLORADO CAMPUS

Recommendation:

Staff recommends approval to award a contract for the Little Colorado Campus sidewalk improvements project to McCauley Construction in the total lump sum amount of \$59,592.17.

Summary:

Staff issued a request for bids to providing sidewalk and access improvements at the Little Colorado Campus (LCC) in Winslow. The project will improve access to the campus from the north parking lot.

The 2015-16 capital budget includes funds for the project. The project supports Pillar 6 of the current Strategic Plan: Strengthen Facilities through Planning, Development and Renewal.

One bid was received:

McCauley Construction - \$59,592.17, which includes local and state taxes

A recommendation from Tetra Tech is included along with a diagram of the campus showing where the work will be completed.



October 12, 2015

David Huish
Director of Facilities
Northland Pioneer College
2251 East Navajo Boulevard
Holbrook, Arizona
86025

RE: Little Colorado Campus Sidewalk and Access Improvements Project
NPC Project #16-02

Dear David:

In accordance with your request to evaluate the bid that was submitted for the Little Colorado Campus Sidewalk and Access Improvements Project, we have compared the submitted bid with an estimate that we have prepared for the project and have attached to this letter. The bid received by McCauley Construction was responsible and within 19 percent of our Engineer's Estimate. From conversations with the bidder, they have stated that they propose that the asphalt shown on the drawing for the project be replaced with concrete. This will result in a better end product for those utilizing the ADA parking stalls. This proposed modification to the project would bring the submitted bid closer to within 11 percent of our Engineer's Estimate. We propose that the bid submitted by McCauley Construction in the amount of \$59,592.17 be recommended for acceptance by the board.

Sincerely,
TETRA TECH, INC.

A handwritten signature in blue ink that reads 'Doug Brimhall'.

Doug Brimhall
Project Manager

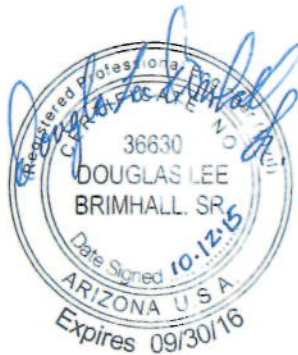
Nothern Pioneer College
Construction Estimate of Sidewalk Improvements

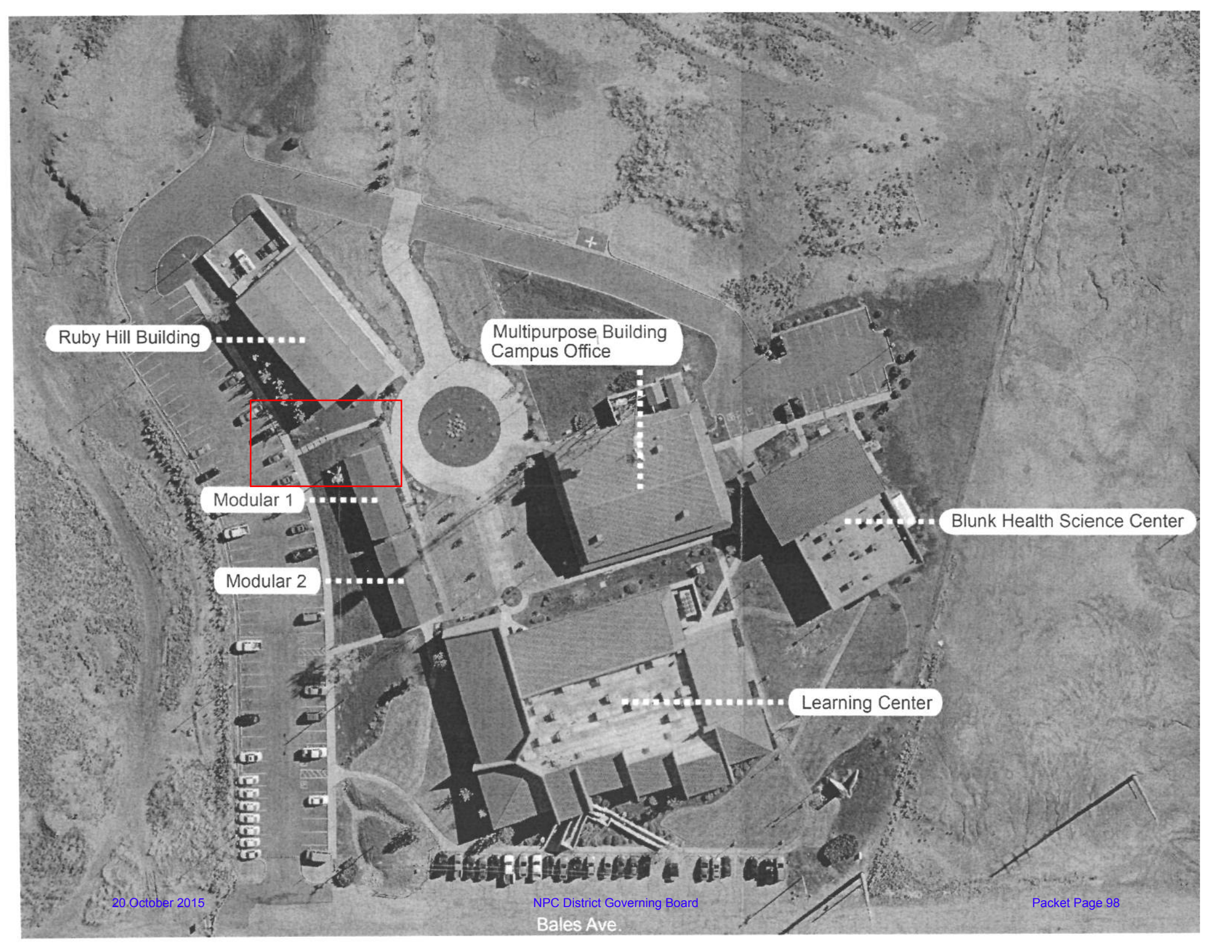
Little Colorado Campus

133-71537-14001

12-Oct-15

ITEM NO	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
<i>Detention Basin</i>					
1	Mobilization	LS	\$6,000.00	1	\$6,000
2	Clear, Removals, and Grubbing	LS	\$3,200.00	1	\$3,200
3	Grading	LS	\$3,500.00	1	\$3,500
4	Fill Material	LS	\$2,000.00	1	\$2,000
5	6" Concrete (Alternate)	SF	\$9.50	756	\$7,182
6	4" ABC (Alternate)	SY	\$16.00	84	\$1,344
7	Single Curb	LF	\$26.00	253	\$6,578
8	Sidewalk	SF	\$8.25	992	\$8,184
9	Stairs, Ramp, Hand Rail	LS	\$7,500.00	1	\$7,500
10	Striping	LS	\$600.00	1	\$600
11	Install 4" Conduit	LF	\$20.00	200	\$4,000
14	Landscape Improvements	LS	\$3,200.00	1	\$3,200
Total Costs					\$53,288
TOTAL ENGINEERS ESTIMATE					\$53,288





Ruby Hill Building

Multipurpose Building
Campus Office

Blunk Health Science Center

Modular 1

Modular 2

Learning Center

REQUEST TO APPROVE DRAINAGE AND LANDSCAPING CONTRACT FOR SILVER CREEK CAMPUS

Recommendation:

Staff recommends approval to award a contract for the Silver Creek Campus drainage and landscaping project to Navapache Equipment Services in the total lump sum amount of \$100,491.96.

Summary:

Staff issued a request for bids to providing drainage and landscaping the Silver Creek Campus (WMC) in Snowflake/Taylor. The project will improve drainage in two areas: along the entire northern boundary of the campus and south of the Performing Arts Center and Annex.

The 2015-16 capital budget includes funds for the project. The project supports Pillar 6 of the current Strategic Plan: Strengthen Facilities through Planning, Development and Renewal.

Two bids were received:

Navapache Equipment Services - \$100,491.96, which includes local and state taxes
Western Grade - \$111,802.00, including local and state taxes

A recommendation from Tetra Tech is included along with a diagram of the campus showing where the work will be completed.



October 12, 2015

David Huish
Director of Facilities
Northland Pioneer College
2251 East Navajo Boulevard
Holbrook, Arizona
86025

RE: Silver Creek Campus Drainage and Landscape Improvements Project
NPC Project #16-03

Dear David:

In accordance with your request to evaluate the bids that were submitted for the Silver Creek Campus Drainage and Landscape Improvements Project, we have compared the submitted bids with an estimate that we have prepared for the project and have attached to this letter. The two bids received by Navapache Equipment and Western Grade were both responsible and within 12 percent of our Engineer's Estimate. We propose that the lower bid submitted by Navapache Equipment in the amount of \$100,491.96 be recommended for acceptance by the board.

Sincerely,
TETRA TECH, INC.

A handwritten signature in blue ink that reads 'Doug Brimhall'.

Doug Brimhall
Project Manager

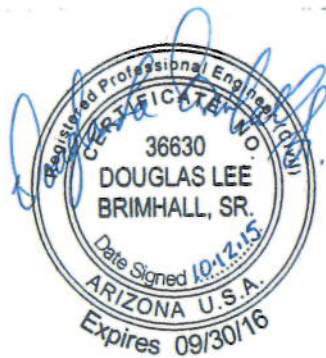
Nothern Pioneer College
Construction Estimate of Drainage Improvements

Silver Creek Campus

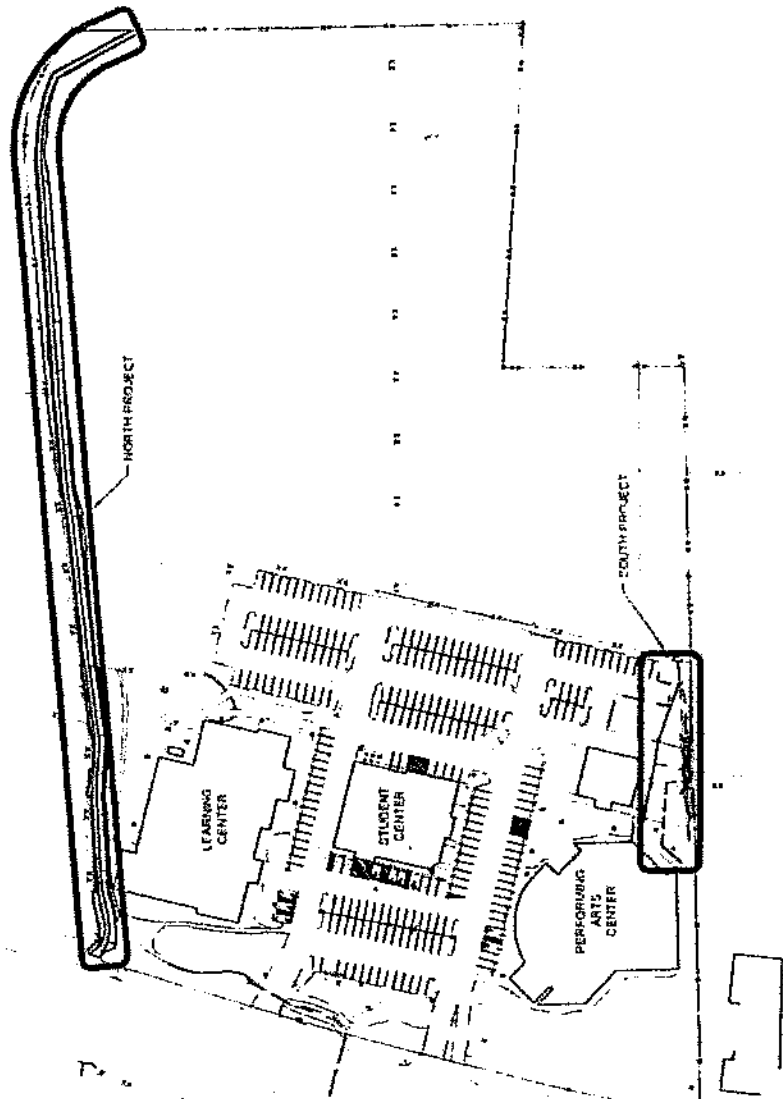
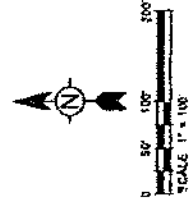
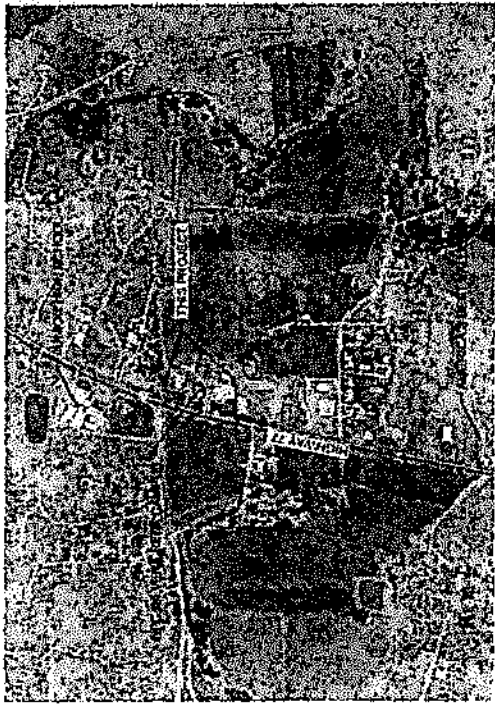
133-71537-14001

12-Oct-15

ITEM NO	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
<i>Detention Basin</i>					
1	Mobilization	LS	\$7,500.00	1	\$7,500
2	Clear, Removals, and Grubbing	LS	\$7,500.00	1	\$7,500
3	Grading	LS	\$20,000.00	1	\$20,000
4	Fill Material	LS	\$1,500.00	1	\$1,500
5	Install Rip Rap	LS	\$27,000.00	1	\$27,000
6	Retaining Wall	LS	\$3,200.00	1	\$3,200
7	Head Wall	LS	\$1,200.00	1	\$1,200
8	Install 24" CMP	LF	\$60.00	180	\$10,800
9	Catch Basin	EA	\$2,500.00	4	\$10,000
10	Grade Ditch to Drain	LS	\$2,500.00	1	\$2,500
11	Install 8" Drain Line	LF	\$15.00	146	\$2,190
12	Sawcut, Remove and Replace AC	SY	\$20.00	38	\$760
13	Install Backwater Valve	LS	\$500.00	1	\$500
14	Landscape Improvements	LS	\$5,000.00	1	\$5,000
Total Costs					\$99,650
TOTAL ENGINEERS ESTIMATE					\$99,650



NORTHLAND PIONEER COLLEGE
SILVER CREEK CAMPUS
 1611 S. MAIN STREET
 SNOWFLAKE, AZ



REQUEST TO APPROVE DRAINAGE AND LANDSCAPING CONTRACT FOR WHITE MOUNTAIN CAMPUS

Recommendation:

Staff recommends approval to award a contract for the White Mountain Campus drainage and landscaping project to Navapache Equipment Services in the total lump sum amount of \$104,767.73.

Summary:

Staff issued a request for bids to providing drainage and landscaping the White Mountain Campus (WMC) in Show Low. The project will improve drainage and the visual appeal along the West Deuce of Clubs between the two entrances to the campus.

The 2015-16 capital budget includes funds for the project. The project supports Pillar 6 of the current Strategic Plan: Strengthen Facilities through Planning, Development and Renewal.

Two bids were received:

Navapache Equipment Services - \$104,767.73, which includes local and state taxes
Western Grade - \$111,700.00, including local and state taxes

A recommendation from Tetra Tech is included along with a diagram of the campus showing where the work will be completed.



October 12, 2015

David Huish
Director of Facilities
Northland Pioneer College
2251 East Navajo Boulevard
Holbrook, Arizona
86025

RE: White Mountain Campus Drainage and Landscape Improvements Project
NPC Project #16-04

Dear David:

In accordance with your request to evaluate the bids that were submitted for the White Mountain Campus Drainage and Landscape Improvements Project, we have compared the submitted bids with an estimate that we have prepared for the project and have attached to this letter. The two bids received by Navapache Equipment and Western Grade were both responsible and within 10 percent of our Engineer's Estimate. We propose that the lower bid submitted by Navapache Equipment in the amount of \$104,767.73 be recommended for acceptance by the board.

Sincerely,
TETRA TECH, INC.

A handwritten signature in blue ink that reads 'Doug Brimhall'.

Doug Brimhall
Project Manager

Nothern Pioneer College
Construction Estimate of Drainage and Landscape Improvements
 White Mountain Campus 133-71537-14001

12-Oct-15

ITEM NO	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	AMOUNT
<i>Detention Basin</i>					
1	Mobilization	LS	\$7,500.00	1	\$7,500
2	Clearing and Grubbing	LS	\$5,000.00	1	\$5,000
3	Grading	LS	\$15,000.00	1	\$15,000
4	Fill Material	LS	\$15,000.00	1	\$15,000
5	Catch Basin with Aprons	EA	\$5,000.00	4	\$20,000
6	Connect to Existing Drainage System	LS	\$1,500.00	1	\$1,500
7	Install 24" CMP	LF	\$60.00	236	\$14,160
8	Install 18" CMP	LF	\$35.00	114	\$3,990
9	Install 8" Perforated Drain Line	LF	\$30.00	350	\$10,500
10	Install 8" Drain Line	LF	\$15.00	114	\$1,710
11	Install 4" Drain Line	LF	\$12.00	38	\$456
12	Install Rip Rap	LS	\$5,000.00	1	\$5,000
13	Landscape Improvements	LS	\$15,000.00	1	\$15,000
Total Costs					\$114,816
TOTAL ENGINEERS ESTIMATE					\$114,816





Northland Pioneer College

White Mountain Campus – Show Low

1001 W. Deuce of Clubs
Show Low, AZ 85901

928-532-6111

www.npc.edu

Aspen Center (AC)

- Art Classrooms (103, 104)
- Audio Classroom (109)
- ☆ Campus Office (102)
- Please come here first when visiting the campus*
- General Classrooms (110-111)
- Model Classroom (112)
- Offices
- Talon Gallery (101)

Cosmetology (CC)

- Classrooms and Clinic

Goldwater Center (GW)

- Director of Institutional Effectiveness (101)
- Institutional Research (102)
- Offices (109-114, 126-128)
- Small Business Development Center (106-108)
- VP for Learning and Student Services (117)

Learning Center (LC)

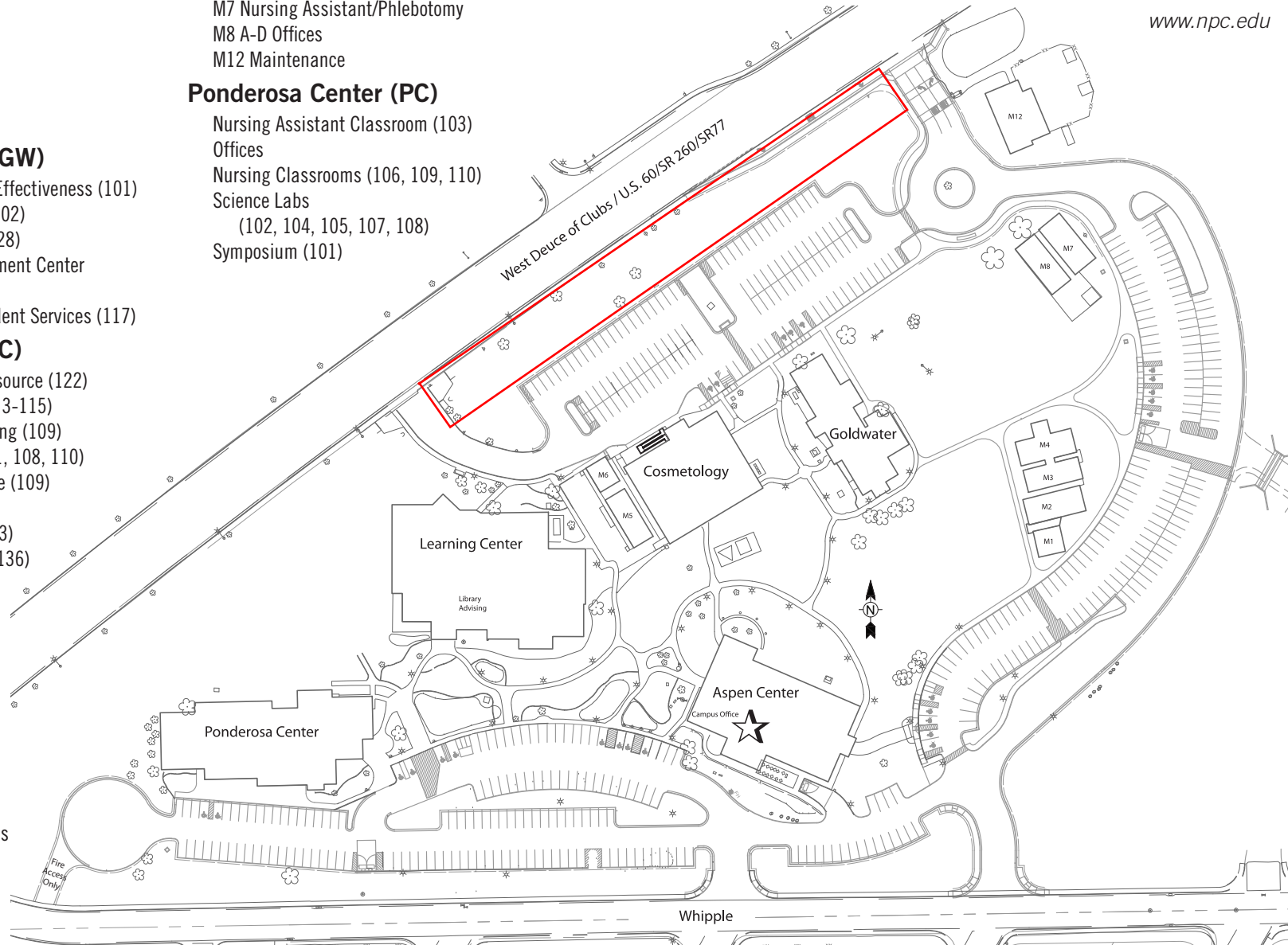
- Advising & Disability Resource (122)
- CIS, BUS Classrooms (113-115)
- GED & Certification Testing (109)
- General Classrooms (101, 108, 110)
- The Learning Cornerstone (109)
- Library (120)
- NAU Northlands (102-103)
- Video Classrooms (107, 136)
- Student Government
- Student Lounge

Modular Buildings (M)

- M1 Classroom
- M2 Photography Labs
- M3 Emergency Medical Technology
- M4 Emergency Medical Technology
- M5 Nursing
- M6 Classroom
- M7 Nursing Assistant/Phlebotomy
- M8 A-D Offices
- M12 Maintenance

Ponderosa Center (PC)

- Nursing Assistant Classroom (103)
- Offices
- Nursing Classrooms (106, 109, 110)
- Science Labs (102, 104, 105, 107, 108)
- Symposium (101)



Review of Higher Learning Commission (HLC) Guidelines for Qualified Faculty Requirements

Information Item:

On October 1, 2015, the Higher Learning Commission published an updated version of its guidelines for verifying a faculty member as qualified to teach a given course. The Higher Learning Commission is Northland Pioneer College's regional accrediting body and determines NPC's accreditation status on an ongoing basis. During its next accreditation review in 2019, the HLC will determine NPC compliance with all accreditation criteria, including the attached qualified faculty document. The Higher Learning Commission expects all member schools to be in compliance with its revised guidelines by the Fall 2017 semester.

Please note that these guidelines are less than one month old. It is certain that there will be much discussion over interpretation of the guidelines in the coming months. The primary changes which potentially affect Northland Pioneer College may be found on page 3 of the attached document.

The HLC now requires a faculty member teaching in a general education field outside their degree discipline to have a minimum of 18 graduate credits in the discipline or subfield being taught. NPC has been using a prior accepted standard of 18 graduate credits or a combination of 24 graduate and upper division undergraduate credits to certify a faculty as qualified to teach a general education discipline. The "18 or 24" standard is more rigorous than that used by some other area community colleges. We anticipate the new guidelines to cause potential significant challenges for Arizona community colleges.

HLC appears to base its new 18 graduate credit requirement on departmental prefix rather than course content. For example, a graduate Political Science course in the US Constitution would appear to count for certification to teach POS110: Introduction to American Government, but a graduate History or Law course in the US Constitution may not count, because either would lack the POS departmental prefix. This change, if we are correct in how it may be implemented by HLC, would cause significant challenges for community colleges and universities. It would also undo the longstanding practice in higher education of reviewing the content of a faculty member's transcript, rather than simply counting course departmental prefixes.

The administration wishes to make the Board aware of these revised guidelines, the potential challenges they create, and the need for NPC staff and faculty to be involved in the evolving interpretation of these guidelines.



Determining Qualified Faculty through HLC's Criteria for Accreditation and Assumed Practices

Guidelines for Institutions and Peer Reviewers

These guidelines were updated October 1, 2015, due to the adoption of a policy revision to Assumed Practice B.2. by HLC's Board of Trustees on June 26, 2015. This revision clarified HLC's longstanding expectations regarding the qualifications of faculty and the importance of faculty members having appropriate expertise in the subjects they teach.

Introduction

The following information provides guidance to institutions and peer reviewers in determining and evaluating minimal faculty qualifications at institutions accredited by the Higher Learning Commission (HLC). These guidelines serve to amplify the Criteria for Accreditation and Assumed Practices that speak to the importance of institutions employing qualified faculty for the varied and essential roles faculty members perform. HLC's requirements related to qualified faculty seek to ensure that students have access to faculty members who are experts in the subject matter they teach and who can communicate knowledge in that subject to their students. A qualified faculty member helps position students for success not only in a particular class, but in their academic programs and their careers after they have completed their program.

The following guidelines apply to all faculty members whose primary responsibility is teaching, including part-time, adjunct, dual credit, temporary and/or non-tenure-track faculty. Although some institutions place a heavy reliance on adjunct faculty, or give graduate teaching

assistants the responsibility for instruction in many course sections, an institution committed to effective teaching and learning will be able to demonstrate consistent procedures and careful consideration of qualifications for all instructional faculty.

Background on HLC's Qualified Faculty Requirements

During 2010-2011, HLC began developing new Criteria for Accreditation and Assumed Practices. Together, the Criteria for Accreditation and the Assumed Practices, both of which became effective in January 2013, define the quality standards that all member institutions must satisfy to achieve and maintain HLC accreditation.

In June 2015, HLC revised Assumed Practice B.2. to elevate academic quality by ensuring that faculty members who deliver college content are appropriately qualified to do so and to clarify HLC's expectations. Also, the revisions to Assumed Practice B.2. reflected longstanding HLC expectations that had appeared in various written forms in previous years. Through this revision process, HLC supports its mission of assuring and advancing the quality of higher learning.

When HLC's Board of Trustees approved the revisions to Assumed Practice B.2. in June 2015, it also extended the date of compliance to September 1, 2017, to allow institutions time to work through the details of the revised requirement. With these guidelines, HLC seeks to convey

both its expectations and timeline for compliance, along with strategies for institutional success in the best interest of key stakeholders, including students, parents, employers and other institutions of higher education.

Relevant Criteria and Assumed Practices

Criterion Three speaks to faculty qualifications, specifically Core Component 3.C, subcomponents 3.C.1., 3.C.2., and 3.C.4. Assumed Practice B.2.a. and B.2.b. are central to this topic and are presented below in revised form in accordance with the effective date of September 1, 2017.

Criterion Three. Teaching and Learning: Quality, Resources, and Support

The institution provides high quality education, wherever and however its offerings are delivered.

Core Component 3.C. The institution has the faculty and staff needed for effective, high-quality programs and student services.

3.C.1. The institution has sufficient numbers and continuity of faculty members to carry out both the classroom and the non-classroom roles of faculty, including oversight of the curriculum and expectations for student performance; establishment of academic credentials for instructional staff; involvement in assessment of student learning.

3.C.2. All instructors are appropriately qualified, including those in dual credit, contractual, and consortial programs.

3.C.4. The institution has processes and resources for assuring that instructors are current in their disciplines and adept in their teaching roles; it supports their professional development.

Assumed Practice B. Teaching and Learning: Quality, Resources, and Support

[Revised as written for the September 1, 2017 effective date.]

B.2. Faculty Roles and Qualifications

- a. Qualified faculty members are identified primarily by credentials, but other factors, including but not limited to equivalent experience, may be considered by the

institution in determining whether a faculty member is qualified. Instructors (excluding for this requirement teaching assistants enrolled in a graduate program and supervised by faculty) possess an academic degree relevant to what they are teaching and at least one level above the level at which they teach, except in programs for terminal degrees or when equivalent experience is established. In terminal degree programs, faculty members possess the same level of degree. When faculty members are employed based on equivalent experience, the institution defines a minimum threshold of experience and an evaluation process that is used in the appointment process. Faculty teaching general education courses, or other non-occupational courses, hold a master's degree or higher in the discipline or subfield. If a faculty member holds a master's degree or higher in a discipline or subfield other than that in which he or she is teaching, that faculty member should have completed a minimum of 18 graduate credit hours in the discipline or subfield in which they teach.

- b. Instructors teaching in graduate programs should hold the terminal degree determined by the discipline and have a record of research, scholarship or achievement appropriate for the graduate program.

The Importance of Qualified Faculty

Within a specific discipline or field of study in a collegiate environment, “the faculty and staff needed for effective, high-quality programs and student services,” as stated in Core Component 3.C., refers to a faculty member’s ability to understand and convey the essentials of the discipline that a student should master at various course and program levels. Beyond mere coverage of course material, qualified faculty should be able to engage professionally with colleagues in determining the learning objectives for all graduates of a program, as well as possess and demonstrate the full scope of knowledge, skills and dispositions appropriate to the credential awarded. More broadly, qualified faculty should know the learning objectives of the institution for all of its students. HLC expects that through the higher education curricula and learning contexts that faculty develop, the exercise of intellectual inquiry and the acquisition, application, and integration of broad learning and skills are integral to its educational programs. Qualified faculty should also be aware of whether and how much students learn through the ongoing collection and analysis

of appropriate data, because an institution should be able to demonstrate its commitment to educational achievement and improvement through ongoing assessment of student learning. It is important to note that none of these abilities are intended to substitute for content expertise or tested experience.

Note: See HLC's Criteria 3 and 4 (specifically 3.B. and 4.B.) for more information on expectations regarding teaching and learning.

Quality Assurance Expectations in Determining Minimally Qualified Faculty

HLC expects that credentials will be the primary mechanism used by institutions to ascertain minimal faculty qualifications. Yet HLC recognizes that *experience* may be considered in determining faculty qualifications, as overviewed on page four.

Using Credentials as a Basis for Determining Minimally Qualified Faculty

Faculty credentials generally refer to the degrees faculty have earned that establish their credibility as scholars and their competence in the classroom. Common expectations for faculty credentials within the higher education community include the following.

- Faculty teaching in higher education institutions should have completed a program of study in the discipline or subfield in which they teach, and/or for which they develop curricula, with coursework at least

one level above that of the courses being taught or developed. Successful completion of a coherent degree in a specific field enhances an instructor's depth of subject matter knowledge.

- Faculty teaching in undergraduate programs should hold a degree at least one level above that of the program in which they are teaching. Those faculty members teaching general education courses, or other non-occupational courses (i.e., courses not designed to prepare people directly for a career), hold a master's degree or higher in the discipline or subfield. If a faculty member holds a master's degree or higher in a discipline or subfield other than that in which he or she is teaching, that faculty member should have completed a minimum of 18 graduate credit hours in the discipline or subfield in which they teach.
- Faculty teaching in career and technical education college-level certificate and occupational associate's degree programs should hold a bachelor's degree in the field and/or a combination of education, training and tested experience. (Note: See *Tested Experience* section on page four.)
- Faculty teaching in graduate programs should hold the terminal degree determined by the discipline and have a record of research, scholarship or achievement appropriate for the graduate program.
- Faculty guiding doctoral education should have a record of scholarship and preparation to teach at the doctoral level. Research and scholarship should be appropriate to the program and degree offered.

i What is an Academic Subfield?

An academic *subfield* refers to components of the discipline in which the instruction is delivered. The focus, in this instance, is on the courses being taught and the appropriateness of faculty qualifications with reference to such courses. The underlying issue is whether a degree in the field or a focus in the specialization held by a faculty member appropriately matches, in accordance with the conventions of the academic field, the courses the faculty member would teach.

Examples:

In political science, the subfields include American politics, comparative politics, international relations, and so forth. The most basic introductory course is in the subfield of American politics, often called Introduction to American Politics,

American National Government or American Politics. The instructor teaching this course would be expected to meet the qualifications for American politics.

In history, the two main subfields at the introductory level include American history and world civilization, again titled variously. The expectation is that the faculty will be qualified appropriately depending on whether the courses they teach are in American history or world civilization.

In business, the subfields include management, marketing, accounting, and finance. The introductory courses are often within these subfields, such as Principles of Accounting (frequently I and II), Principles of Marketing, and such. The faculty teaching these courses should have relevant qualifications in these areas.

Using Tested Experience as a Basis for Determining Minimally Qualified Faculty

Assumed Practice B.2 allows an institution to determine that a faculty member is qualified based on experience that the institution determines is equivalent to the degree it would otherwise require for a faculty position. This experience should be *tested experience* in that it includes a breadth and depth of experience outside of the classroom in real-world situations relevant to the discipline in which the faculty member would be teaching. An institution that intends to use tested experience as a basis for hiring faculty must have a well-defined policy and procedure for determining when such experience is sufficient to determine that the faculty member has the expertise necessary to teach students in that discipline.

The value of using tested experience to determine minimal faculty qualifications, as referenced in Assumed Practice B.2.a., depends upon the relevance of the experience both to the degree level and to the specific content of the courses for which the faculty member is responsible. In their policies on tested experience as a basis for hiring faculty members, institutions are encouraged to develop faculty hiring qualifications that outline a minimum threshold of experience and a system of evaluation which could include the skill sets, types of certifications or additional credentials, and experiences that would meet tested experience requirements for specific disciplines and programs. These stated qualifications would ensure consistency in hiring and provide transparency in hiring and human resources policies. The faculty hiring qualifications related to tested experience should be reviewed and approved through the faculty governance process at the institution.

Determining Minimally Qualified Faculty in the Context of Dual Credit

The subject of dual credit was the focus of HLC's national study completed in 2012. This research entailed the analysis

of dual credit activities across 48 states and revealed the dramatic expansion of dual credit offerings. Citing research conducted by the National Center for Education Statistics, HLC's study reported that by 2010-2011 dual credit enrollments had reached 2.04 million students from 1.16 million in 2002-2003, an increase of 75 percent. Even though the study was a descriptive analysis of dual credit and therefore by design did not advocate a position, it did report on both the benefits and the drawbacks of dual credit programs and prompted the accrediting agency to address some critical concerns. Inadequate instructor qualification was listed among the principal concerns. (See *Dual Credit for Institutions and Peer Reviewers* for additional information.)

Against the backdrop of rapid expansion of dual credit programs and growing concerns over minimal faculty qualifications for teaching dual credit courses, HLC determined that institutions that award college credit by means of dual credit arrangements must assure the quality and integrity of such programs and their comparability to the same programs offered on the institution's main campus or at the institution's other locations. These expectations extend to minimally qualified dual credit faculty, as stated in Criterion Three (3.A., 3.C.2.) and Criterion Four (4.A.4.). Assumed Practice B.2. is also applicable and subject to review in relation to dual credit offerings.

The institution must assure that the faculty members teaching dual credit courses hold the same minimal qualifications as the faculty teaching on its own campus. This requirement is not intended to discount or in any way diminish the experience that the high school teacher brings into a dual credit classroom. Yet it is critical that the content of the dual credit course match the complexity and scholarly rigor of the same course delivered to the student population on the college campus. With millions of high school students now earning college credit through dual credit programs, the advancement of higher education and the value of student learning rely extensively on the adequacy of faculty preparation and demonstrated qualifications among dual credit instructors.

What is Dual Credit?

Dual credit refers to courses taught to high school students at the high school for which the students receive both high school credit and college credit. These courses or programs are

offered under a variety of names; HLC's Criteria on "dual credit" apply to all of them as they involve the accredited institution's responsibility for the quality of its offerings.

HLC's Review of Faculty Qualifications Related to the Revised Assumed Practice

Beginning on September 1, 2017, the revised Assumed Practice B.2., in addition to the Criteria and Core Components, will be used to inform peer reviewers' interpretation of HLC's expectations around faculty qualifications. Prior to September 1, 2017, the Assumed Practice dealing with minimal faculty qualifications as currently in effect will apply to all institutions. Peer reviewers will **not** be referencing the revised Assumed Practice in any written report prepared for HLC or using the revised version of the Assumed Practice to evaluate the extent of any institution's compliance with HLC's requirements in this area until the effective date of the revised policy. As a result, no institution will be subject to consequences arising from concerns related to the extent of its compliance with the revised Assumed Practice prior to the effective date of September 1, 2017.

The following section highlights routine and specific circumstances under which the revised Assumed Practice, once effective, will influence the review of an institution. These descriptors are intentionally brief.

Routine Circumstances

Institutions hosting comprehensive evaluations

Institutions in good standing hosting routine comprehensive evaluations, whether on the Standard, AQIP or Open Pathway, need not write specifically to the Assumed Practices as a general rule. However, all institutions preparing for a comprehensive evaluation must write specifically to Core Component 3.C. Peer review teams conducting comprehensive evaluations may randomly select a sample of faculty members and request to see their personnel records (i.e., curriculum vitae and transcripts) in conjunction with the list of courses to which said faculty members are assigned. Peer reviewers may also legitimately probe what process the institution uses to determine that its faculty members are appropriately credentialed to teach the courses to which they are assigned. Likewise, reviewers may evaluate the institution's policies and procedures for determining qualified faculty, particularly when equivalent experience is used as the measure of qualification.

Institutions subject to interim monitoring or on Notice related to Core Component 3.C.

As of September 1, 2017, those institutions identified as at-risk of non-compliance with Core Component 3.C. (i.e., placed on Notice) and those institutions subject to interim monitoring related to Core Component 3.C. should take the revised Assumed Practice on faculty qualifications into account in their Notice or Interim report (as applicable). This means that the revised Assumed Practice should inform the institution's interpretation of sufficiency of faculty for purposes of writing to Core Component 3.C. and for determining whether faculty members are "appropriately qualified."

Although institutions on Notice or subject to monitoring on the basis of Core Component 3.C. must write explicitly to that Core Component prior to September 1, 2017, institutions on Notice or subject to interim monitoring on that basis need not write explicitly to the revised Assumed Practice unless explicitly called upon to do so by an action letter issued by the Board or the Institutional Actions Council, as applicable. Peer review processes for evaluating faculty qualifications will mirror those described in the preceding section.

Institutions that receive complaints related to faculty

After September 1, 2017, HLC may inquire about conformity with the revised Assumed Practice if a complaint is received about the credentials of an institution's faculty members. Following HLC's complaint protocol, this inquiry may take place even though the institution has not yet hosted a comprehensive evaluation after the revised Assumed Practice became effective. In conjunction with that review, HLC may ask to review the institution's policy on faculty qualifications and the credentials of specific faculty members, as well as the courses they teach. The outcome of that complaint review may be a determination by HLC that the institution is not in conformity with the revised Assumed Practice, in which case HLC will follow the protocol explained on page six.

Special Circumstances

The following types of institutions are always expected to write explicitly to the Assumed Practice on Faculty Qualifications (whether as stated currently or as revised when

effective). Institutions seeking accreditation or on a Show-Cause order always write explicitly to *all* Assumed Practices.

- Institutions under Special Monitoring related to Faculty Qualifications.
- Institutions out of compliance with Core Component 3.C.
- Institutions seeking accreditation.
- Institutions on a Show-Cause Order.

Institutions Not in Conformity with the Revised Assumed Practice after September 1, 2017

Should an institution be found not to be in conformity with the revised Assumed Practice B.2. after September 1, 2017, HLC will require the institution to file an interim report no more than three months after final HLC action. The interim report shall describe the institution's plan to rectify the issue. Depending upon the extent and nature of the deficiency, the report will either demonstrate that the situation has been rectified, or it will indicate how the situation will be rectified within a period of no more than two years. The latter case will require additional follow-up in the form of an on-site evaluation to confirm the issue has been fully remedied and the institution is in full compliance. An institution determined by HLC to be acting in good faith to meet the revised Assumed Practice after September 1, 2017, will not be at risk of losing its accreditation solely related to its conformity with Assumed Practice B.2.

Limitations on the Application of HLC Requirements Related to Qualified Faculty

It is important that institutions review these limitations carefully in implementing HLC's requirements related to qualified faculty:

- HLC requirements related to qualified faculty, including recent revisions to Assumed Practice B.2., are in no way a mandate from HLC to terminate or no longer renew contracts with current faculty members. HLC fully expects that institutions will work with current faculty who are otherwise performing well to ensure that they meet HLC's requirements, including its recently revised Assumed Practice. HLC also expects that institutions will honor existing contracts with


individual faculty or collective bargaining units until such time as institutions have had an opportunity under the contract to renegotiate provisions that relate to faculty credentials if such revisions to the contract are necessary for the institution to meet HLC's requirements. HLC recognizes that in many cases such renegotiation or revision may not be able to take place until the contract expires or at the contract's next renewal date.

- As a part of its ongoing evaluation of faculty, institutions may determine that there need to be changes in faculty hiring requirements pursuant to best (and emerging) practices in higher education related to faculty (not necessarily related to HLC's requirements) and to new or existing institutional policies in this regard. Institutions may also determine that certain faculty members have not performed well according to the expectations of the institution related to faculty performance and should not be retained. Such decisions are within the institution's purview. They should not be handled differently than they would have been in the past, prior to the promulgation of the revised Assumed Practice B.2. Under no circumstances should institutions use HLC's requirements, including the revised Assumed Practice B.2., as a pretext to eliminate faculty members who have not performed well or do not meet institutional hiring requirements for faculty members and would otherwise have not been retained for these reasons.
- As stated throughout this document, the implementation date for the revised Assumed Practice B.2. is September 1, 2017. No institution will be held accountable for compliance with the revised Assumed Practice in any HLC evaluation prior to that date. Institutions are free to set a more aggressive timetable for compliance with this revised requirement, but must make clear to the institutional community that the more aggressive timetable is their timetable, not that of HLC.
- These requirements, including recent changes to Assumed Practice B.2., in no way apply to staff members at accredited institutions; **they apply to faculty only**. To understand HLC's requirements related to staff members, institutions should review subcomponent 3.C.6, that states "staff members providing student support services, such as tutoring, financial aid advising, academic advising, and co-

curricular activities, are appropriately qualified, trained, and supported in their professional development.” HLC has no further requirements identifying what the appropriate qualifications are for staff members; rather, it is up to each accredited institution to determine what appropriate qualifications are for such personnel.

Summary

A fundamental factor in quality assurance, the central tenet of HLC’s mission, is having appropriately qualified faculty for the instructional and other roles faculty perform. It is critical that faculty possess suitable

credentials with currency in their respective disciplines for the courses or programs in which they teach for the sake of students, so that they are exposed to pertinent knowledge and skills not only while in college but also for their success later in life; for the parents who invest a great deal in them; for other institutions of higher education where those students may transfer; and for the society in general. In these guidelines, HLC has set forth minimal expectations for the faculty at accredited institutions in order to comply with the relevant Criteria for Accreditation and Assumed Practices. 

Carpentry Training Program Contract with Hopi Tribal Housing Authority

Recommendation:

Staff recommends approval of a carpentry training contract with Hopi Tribal Housing Authority in the amount of \$48,875. This contract is through the college's Community and Corporate Learning department. Ten students will participate.

Summary:

Hopi Tribal Housing Authority (HTHA) desires to contract with NPC to provide credit-bearing nationally-certified Construction training to a cohort of ten students. The training will be provided through a combination of classroom instruction at the Hopi Center and on-site training at a reservation site. HTHA will provide all materials and equipment and recruit the ten students. NPC will hire the instructor and provide classroom space and textbooks. HTHA will pay for the instructor and all textbooks. Each student will have the opportunity to complete 22 credits of nationally-certified Construction curriculum that leads to an Associate's degree. Students will also receive workforce readiness and OSHA certifications. The program will run November 2, 2015-June 30, 2016.

Chester Carl
Executive Director
Hopi Tribal Housing Authority
P.O. Box 906
Polacca, Arizona 86042

Date: August 26, 2015

Royce D. Kincanon
Northland Pioneer College
Community and Corporate Learning Coordinator
P.O. Box 610
Holbrook, Arizona 86025

Hopi Tribal Housing Authority (HTHA)
NCCER Carpentry Training Class
November 2, 2015 through June 30, 2016
Contract Reference No. 2015-08-26

Northland Pioneer College is a comprehensive community college providing Northeastern Arizona's Apache and Navajo Counties with higher education and specialized instruction services since 1974. Northland Pioneer College's commitment is to provide an educational network, which delivers educational services at over 100 locations plus consumer sites, through effective accredited instructional programs and leading edge technology.

The Community and Corporate Learning Department has operated since July, 2000. Community and Corporate Learning provide the community and business/industry with proven training services designed to enhance employee value and strengthen business effectiveness. Community and Corporate Learning programs are cost effective, customized, innovative, and flexible. Community and Corporate Learning programs are designed to contribute economic development and promote occupational skill development.

(HTHA)- NCCER Carpentry Training Class – November 2, 2015 through June 30, 2016. There will be approximately 640 contact hours developed in the curriculum of the class. Contract Reference # 2015-08-26.

Northland Pioneer College (NPC) Community and Corporate Learning (CCL) will provide the Hopi Tribal Housing Authority (HTHA) with an **NCCER (National Center for Construction Education and Research)** Carpentry Training Class beginning November 2, 2015 and ending by June 30, 2016. Classroom instruction will be held (2) days per week, (Monday and Tuesday) for (6.5) hours per day. On weeks where a National holiday falls on a Monday, (and/or the NPC Center is closed) the class will be held Tuesday and Wednesday that week. Hands on construction practice will be coordinated with (HTHA) as students will work with the (HTHA)

2-3 days per week improving their learned skills. (HTHA) will provide all materials and equipment needed for the students and NPC instructor for teaching elements in the classroom hours. (HTHA) will provide all personal safety equipment, all tools for students, and all building materials and equipment (i.e. hand tools, saws and construction equipment) for use during class. Classroom instruction will be held at NPC in Polacca (Room 116), and hands-on practice (Construction Skills) will be held at a location to be determined by the (HTHA). NPC will supply an NCCER Certified Adjunct Instructor to teach the NCCER Certified instruction courses listed below:

Module ID #	CON ID#	Module Description
00101-09	Con 100	Basic Safety
00102-09	Con 100	Introduction to construction math
00103-09	Con 100	Introduction to hand tools
00104-09	Con 100	Introduction to power tools
00105-09	Con 110	Introduction to construction drawings
00106-09	Con 110	Basic rigging
00107-09	Con 110	Basic communication skills
00108-09	Con 110	Basic employability skills
00109-09	Con 110	Introduction to materials handling
68101-09	Con 110	Site Layout One-Distance measuring and leveling
68102-09	Con 125	Introduction to concrete, reinforcing materials, and forms
68103-09	Con 125	Handling and placing concrete
68104-09	Con 124	Introduction to masonry
68105-09	Con 124	Masonry units and installation techniques
68106-09	Con 126	Floor systems
68107-09	Con 126	Wall and ceiling framing
68108-09	Con 126	Roof framing
68109-09	Con 145	Roofing applications
68110-09	Con 145	Exterior finishing
68111-09	Con 126	Basic stair layout
68112-09	Con 227	Electrical safety
68113-09	Con 227	Residential electrical services
68114-09	Con 227	Introduction to HVAC
68115-09	Con 227	Introduction to Drain, Waste, and Vent (DWV) systems
68116-09	Con 227	Plastic pipe and fittings
68117-09	Con 227	Copper pipe and fittings
		435 hours of instruction
		205 hours of hands on practice Construction Skills

The instructor for this training will be Jo Costion, (NPC Adjunct Instructor) Certified NCCER Instructor. He will be maintaining rosters of attendance and completion of each NCCER module for certificate completion. Attendance will be taken each day of the first week of class. The highest number obtained during the first week will be the multiplier used for the estimated costs variable. No one will be able to start the class after the second week, to keep costs and class participation records concise and reliable. The curriculum of this program will be intense. Missing classes is not recommended as each module will have time requirements and classes quickly move to the next module. It will be the responsibility of the student to attend classes as developed, and the responsibility of the student to work with the instructor to make up missed work if absent.

There are fixed costs and estimated costs designed within this contract. For the purpose of this contract, fixed costs include instructor's salary, no matter class load. For the purpose of this contract, estimated costs of textbook fees are dependent on total number of students. For the purpose of this contract, all estimated costs are determined at (10) students attending. Any additional students will be subject to tuition and books, and the estimated cost will rise. The estimated costs are listed below.

Line Item	Estimated Cost/Student	Cost X (10) students	Estimated Total Cost	Totals
Instructor	(Fixed cost)		\$ 40,000.00	40,000.00
NCCER Textbooks	\$250.00	\$ 2,500.00	\$ 2,500.00	\$ 42,500.00
15% Administration Fee			\$ 6,375.00	\$ 48,875.00

Additional Benefits to (HTHA) and the students covered under this contract at NO ADDITIONAL CHARGE:

1. Each student who successfully completes each module of the program will receive an NCCER (**National Center for Construction Education and Research**) Certification Card and transcript. **This is a nationally recognized credential.**
2. Northland Pioneer College will provide **Course credits** to the students for completion of the classes under this contract. NPC will have to register all students into the college to provide location and accreditation for contact hours, course completion and credit completion.
3. Northland Pioneer College will offer up to (22) credits towards furthering their education at NPC as part of the (CON) program curriculum as listed below:
 - Con 100 Construction Math & Safety (3) credits
 - Con 110 Plan Reading, Site Layout, Communication & Employment (3) credits
 - Con 124 Masonry Systems (3) credits
 - Con 125 Concrete Systems (3) credits
 - Con 126 Framing Systems (4) credits
 - Con 145 Roofing, Thermal and Moisture Protection

	Systems	(3) credits
• Con 227	Electrical, Mechanical, Plumbing Systems	(3) credits
		(22) Total credits

4. Northland Pioneer College will encourage the students who successfully complete each part of the program curriculum under this contract to apply for a **Certificate of Proficiency** through Northland Pioneer College. **Certificates of Proficiency (COP)** are approved programs that indicate specific vocational competencies. A formal certificate will be sent to the applicant once the completion of requirements is certified. Normally these students do not attend graduation ceremonies. **Certificates of Proficiency will be awarded when the student:**

- (A) Satisfies the requirements for the certificate as published in the applicable NPC catalog;
- (B) Files an application with the Records and Registration Office when all courses have been completed;
- (C) Completes successfully, **with a grade of ‘C’ or better**, all courses to indicate the achievement of technical skills and competence in a specific area of endeavor;
- (D) Has a minimum of 75 percent of the credits required for the certificate in residence at NPC. Credits obtained by assessment cannot be used toward the residency requirement; and
- (E) Removes any indebtedness to the college prior to making application for the Certificate of Proficiency.

Billing:

Northland Pioneer College (CCL department) will bill (HTHA) (4) monthly invoices in the amount of \$ 10,000.00 for fixed costs beginning in November, 2015 and continuing until February, 2016 for the total of the fixed costs. Textbooks will need to be ordered in advance of the class, based on (10) students and will be billed in November 2, 2015. The fixed costs will not change; however, the estimated costs may change due to number of students registered into the program. All invoices will have the 15% administration fee added to the subtotal of the invoice.

All billing invoices will be sent to Chester Carl or his designee by email from CCL. We respect and understand the time needed to get checks processed by HTHA. To maintain program integrity and keep the program viable, HTHA will be given (60) sixty calendar days per bill, (from the date the bill is issued) until payment must be received by the Business office in Holbrook. If payment is not received after (60) sixty calendar days, there will be a 10% late fee penalty assessed to that invoice and billed to HTHA immediately.

By signing this contract, HTHA guarantees to pay \$ 40,000.00 in fixed costs for this class. HTHA further guarantees to pay \$ 8,875.00 in estimated costs depending upon total number of students enrolled in the program.

Proposal Acceptance by (HTHA) - Contract Reference No. 2015-08-26

Name: Mr. Chester Carl Title: Executive Director

Signature: _____ Date: _____

Name: Dr. Jeanne Swarhout Title: President of Northland Pioneer College

Signature: _____ Date: _____

Submitted by:
Royce D. Kincanon
Northland Pioneer College
Community and Corporate Learning Coordinator
(928) 536-6239
royce.kincanon@npc.edu

Like us on face book to learn about more community and corporate training being offered.
<https://www.facebook.com/CommunityCorporateLearning#>

cc: file

Public Notice of Nondiscrimination

Northland Pioneer College does not discriminate on the basis of race, color, national origin, 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 Resource, 2251 E. Navajo Blvd., Holbrook, AZ 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, AZ 85901, and (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs.

Review of College Bound and Finish Line Scholarship Utilization

Information Item:

per District Governing Board request, below are the utilization statistics to date for the College Bound and Finish Line scholarship programs:

Waiver Type	Summer 2014	Fall 2014	Summer 2015	Fall 2015
College Bound	NA	\$8,250 (30 awards)	\$7,450 (53)	\$23,532 (90)
Finish Line	NA	\$41,154 (57)	\$1,353 (12)	\$31,144 (46)

College Bound statistics are for individual semesters only. Finish Line Fall data includes some Spring awards, since students may apply early and specify an award semester. College Bound application is done on a semester basis. Spring 2016 College Bound data will be available after close of the second eight week course registration period in the Spring semester.

As anticipated, initial utilization of College Bound was small but is increasing. Finish Line participation has dipped from initial utilization, though it is far too early to determine if this is a temporary issue or a trend.

REQUEST TO APPROVE NATC PAVEMENT IMPROVEMENT PROJECT

Recommendation

Staff recommends approval of pavement improvements NATC facility by Hatch Industries for a total amount not to exceed \$6,500.

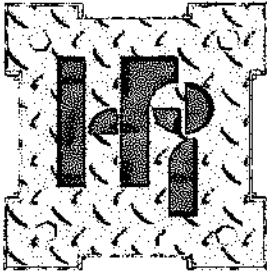
Summary

It has been determined that asphalt surfaces would be benefited by crack sealing at the Northeast Arizona Training Center (NATC) is located in Taylor, AZ. A reasonable quote has been received from the qualified contractor who performed this work at the NATC facility in the past: Hatch Industries of Taylor, Arizona.

The contractor's unit pricing for the crack seal is \$80 per unit and it is anticipated that approximately 70 units will be required to prolong the life of the asphalt. The NATC Board formally recommended approval of the purchase at a meeting held on October 13, 2015.

Funds for this project will be drawn from the appropriation received from the State of Arizona for the construction of a public safety training facility. The current remaining balance of the appropriation is \$63,829.

This purchase supports Pillar 6 of the strategic plan: Strengthen Facilities through Planning, Development and Renewal.



Hatch Industries

14 E. Maverick Street
 PO Box 1858
 Taylor, AZ 85939

Jarom Hatch
 928-243-4362
 jaromhatch@yahoo.com

READY MIX CONCRETE since 1985
ASPHALT MAINTENANCE & PAVING since 2004
PRECAST CONCRETE since 2007

Name/Address
Att:Stuart Bishop 1840 W Papermill Rd Taylor, AZ 85939

Estimate

Date	Estimate No.	Project
09/04/15	598	

Item	Description	Quantity	Cost	Total
Hot Rubber Crack Fill	<p>Training Center asphalt crack repair estimate for Taylor facility.</p> <p>Clean asphalt surface then heat and apply hot rubber to cracks - critical to prolong life of asphalt and avoid removal and replacement of surface. We predict this particular job will require 70 units, see pricing below. This is an estimate - invoice will reflect actual amount of rubber used.</p> <p>NOTE: The final invoice will reflect actual number of rubber blocks used to fill cracks. Pricing will be as follows: 0-20 units @ \$90 per unit 21-50 units @ \$85 per unit 51-100 units @ \$80 per unit 100+ units @ \$70 per unit</p> <p>Taylor</p>	70	80.00	5,600.00T
			5.265%	294.84
I look forward to working with you.		ROC #'s 290336, 286271		Total
				\$5,894.84