

# Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **August 16, 2016 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify 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 discussion or consideration of a personnel matter pursuant to A.R.S. §38-431.03(A)(1). 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 15<sup>th</sup> day of August 2016, at 10:00 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

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

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

# Governing Board Meeting Agenda

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

**Date:** August 16, 2016

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

<b>Item</b>	<b>Description</b>	<b>Resource</b>
1.	<b>Call to Order and Pledge of Allegiance</b> .....	Chair Handorf
2.	<b>Adoption of the Agenda</b> ..... <b>(Action)</b>	Chair Handorf
3.	<b>Call for Public Comment</b> ..... <small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	Chair Handorf
4.	<b>Reports:</b>	
A.	<a href="#">Financial Position</a> .....	Interim Vice President Ellison
B.	<b>NPC Friends and Family</b> .....	Director Wilson
C.	<a href="#">Human Resources</a> .....	Written Report
D.	<a href="#">CASO</a> .....	Written Report
E.	<b>NPC Faculty Association</b> .....	No Report
F.	<b>NPC Student Government Association</b> .....	No Report
5.	<b>Consent Agenda</b> ..... <b>(Action)</b>	Chair Handorf
A.	<b>June 21, 2016 <a href="#">Regular Board Minutes</a></b>	
B.	<b>June 21, 2016 Executive Session Minutes</b>	
C.	<b>Dual Enrollment <a href="#">Intergovernmental Agreements</a></b> between Navajo County Community College District and Round Valley USD; and Snowflake USD.	
D.	<b>NPC Policies: <a href="#">1562</a> Political Activity Revision; <a href="#">1940</a> Capitalization Revision; <a href="#">1555</a> Outside Employment Review Only.</b>	
6.	<b>Old Business:</b> None.	
7.	<b>New Business:</b>	
A.	<b>Emeritus Status – Claude Endfield</b> .....	Vice President Vest
B.	<b>Request to Approve Navajo County <a href="#">Election Services IGA</a></b> ..... <b>(Action)</b>	Interim Vice President Ellison
C.	<b>Request to Approve <a href="#">New Mexico Higher Education Department IGA</a></b> ..... <b>(Action)</b>	Interim Vice President Ellison
D.	<b>Annual <a href="#">Enrollment Report</a></b> .....	Vice President Vest
E.	<b>Request to Award Contract for <a href="#">NPC Website Redesign</a></b> ..... <b>(Action)</b>	Vice President Vest
F.	<b>Title III TALON Grant Update</b> .....	Renell Heister
G.	<b>Space Use Study</b> .....	Board Members
H.	<b>Executive Session Pursuant to 38-431.03(A)(1) – Personnel Contract</b> ..... <b>(Action)</b>	Chair Handorf
I.	<b>Possible Action on Personnel Contract</b> ..... <b>(Action)</b>	Chair Handorf
8.	<b>Standing Business:</b>	
A.	<b>Strategic Planning and Accreditation Steering Committee Report</b> .....	Vice President Vest
B.	<b>President’s Report</b> .....	President Swarthout
C.	<b>DGB Agenda Items and Informational Needs for Next Meeting</b> .....	Chair Handorf
9.	<b>Board Report/Summary of Current Events</b> .....	Board Members
10.	<b>Announcement of Next Regular Meeting</b> ..... <b>September 20, 2016</b>	Chair Handorf
11.	<b>Adjournment</b> ..... <b>(Action)</b>	Chair Handorf

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2015 to June 30, 2016

Budget Period Expired

100%

Tax Supported Funds	General Unrestricted			
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	14,470,753	205,674	14,391,217	99%
State Aid:				
Maintenance and Operations	1,582,200	-	1,582,100	100%
Equalization	5,834,300	-	5,849,400	100%
Tuition and Fees	4,600,000	210,791	4,712,736	102%
Investment earnings	140,000	24,107	181,717	130%
Grants and Contracts	1,800,000	5,388	2,064,878	115%
Other Miscellaneous	200,000	16,154	243,691	122%
Fund Balance	200,000			
Transfers	(2,750,000)	(793,016)	(2,539,554)	92%
<b>TOTAL REVENUES</b>	<b>\$ 26,077,253</b>	<b>\$ (330,902)</b>	<b>\$ 26,486,185</b>	<b>102%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	17,296,292	1,954,619	16,093,768	93%
Operating Expenditures	8,780,961	590,797	6,470,819	74%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 26,077,253</b>	<b>\$ 2,545,416</b>	<b>\$ 22,564,587</b>	<b>87%</b>
<b>Unrestricted Plant</b>				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
State Aid:				
Capital/STEM	345,500	-	345,500	100%
Other Miscellaneous				
Fund Balance	2,800,000	796,491	796,491	28%
Transfers	1,875,000	737,058	1,875,000	100%
<b>TOTAL REVENUES</b>	<b>\$ 5,020,500</b>	<b>\$ 1,533,549</b>	<b>\$ 3,016,991</b>	<b>60%</b>
<b>EXPENDITURES</b>				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	5,045,500	1,112,504	3,016,991	60%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,045,500</b>	<b>\$ 1,112,504</b>	<b>\$ 3,016,991</b>	<b>60%</b>

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 July 1, 2015 to June 30, 2016

Budget Period Expired 100%

**Restricted and Auxiliary Funds**

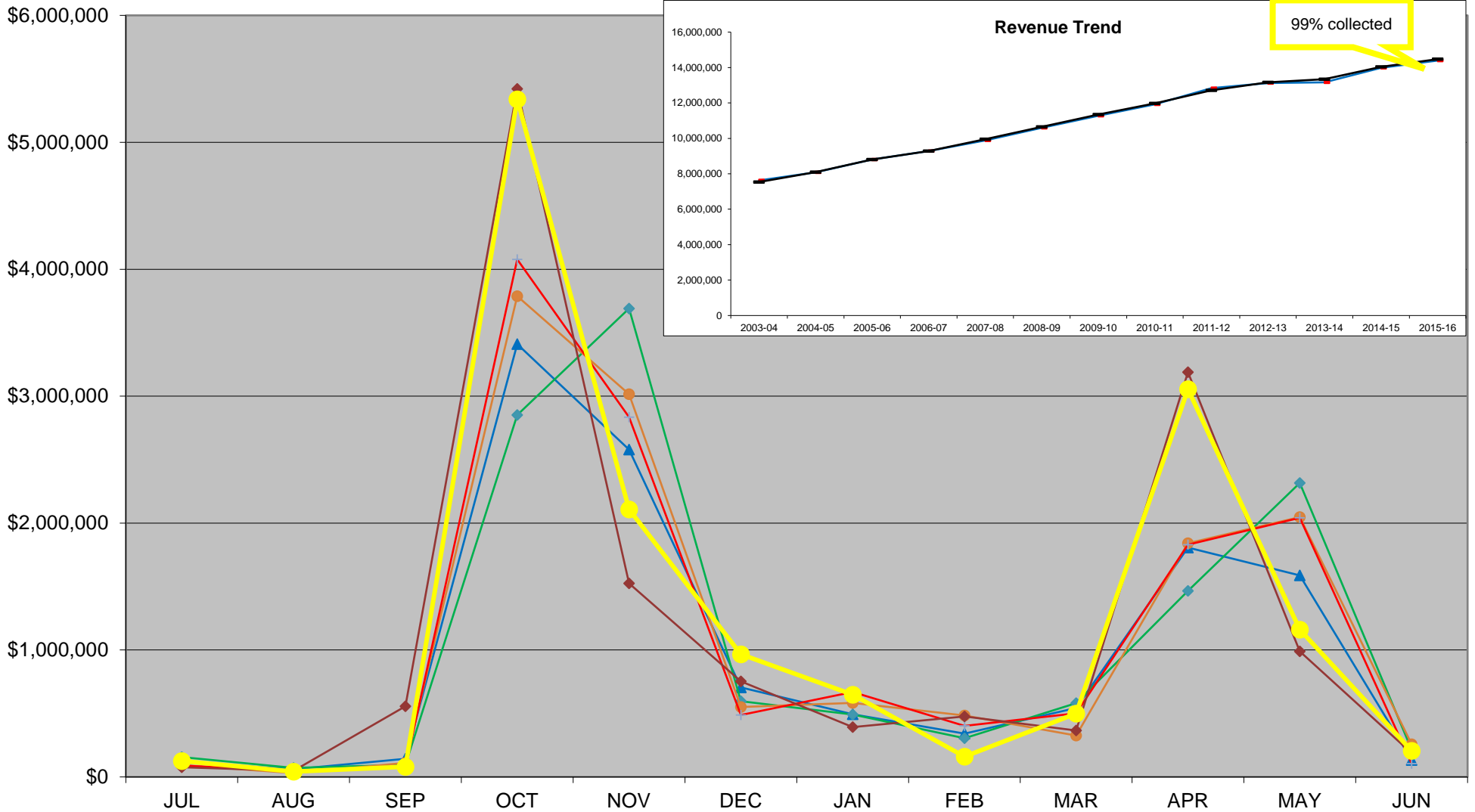
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	6,000,000	434,784	5,346,200	89%
Fund Balance	-			
Transfers	600,000	-	398,388	66%
<b>TOTAL REVENUES</b>	<b>\$ 6,600,000</b>	<b>\$ 434,784</b>	<b>\$ 5,744,588</b>	<b>87%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	1,234,637	137,305	1,309,206	106%
Operating Expenditures	5,365,363	334,576	4,435,382	83%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,600,000</b>	<b>\$ 471,881</b>	<b>\$ 5,744,588</b>	<b>87%</b>

	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	500,000	5,569	321,588	64%
Fund Balance	-			
Transfers	275,000	55,958	266,166	97%
<b>TOTAL REVENUES</b>	<b>\$ 775,000</b>	<b>\$ 61,527</b>	<b>\$ 587,754</b>	<b>76%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	403,001	40,235	393,807	98%
Operating Expenditures	346,999	8,012	193,947	56%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 750,000</b>	<b>\$ 48,247</b>	<b>\$ 587,754</b>	<b>78%</b>

**Cash Flows**

Cash flows from all activities (YTD) .....	\$35,835,518
Cash used for all activities (YTD) .....	\$31,913,920
Net Cash for all activities (YTD) .....	\$3,921,598

### Monthly Primary Property Tax Receipts



**Human Resources UPDATE**  
**DGB-August 16, 2016**

**FILLED**

1. Faculty in College and Career Preparation – Anthony Hill started August 15, 2016. Anthony was previously an Academic Advisor at PDC.
2. Faculty in Mechatronics – Thomas LePage started August 16, 2016. Thomas received his Bachelor of Science from Oregon State University, his Master of Science from Rensselaer Polytechnic Institute and his Master of Business Administration from the University of Phoenix
3. Faculty in Computer Information Services – Eric Bishop started August 1, 2016. Eric received his Associate of Applied Science form Gateway Community college, his Bachelor of Science form DeVry University and his Master of Science from Boston University.
4. Associate Librarian (SCC) – Luann Crosby started July 1, 2016. Luan received her Bachelor of Science from Brigham Young University and her Master of Arts from the University of Arizona.
5. Faculty in English (1 year) – Kevin Jones started August 15, 2016. Kevin received his Bachelor of Arts, two (2) Master of Arts and his Ph.D. from Utah State University
6. Marketing Writer – Dennis Durband started August 8, 2016. Dennis received his Bachelor of Arts from Northwestern College and his Master of Arts from Western Michigan University.
7. Records & Registration Grade Entry Clerk – Daviana Reyes started August 12, 2016. Daviana recently graduated from Holbrook High School.
8. Network Support Technician – Julius Marshall started July 11, 2016. Julius received his Associate in Applied Science and his Bachelor of Science from Ferris State University.
9. IS Support Technician SCC – Victor Love started July 18, 2016. Victor was previously a Support Center Operator
10. Center Advisor/Library Tech KAY-Chantel Kescoli started August 1, 2016. Chantel was previously a temporary office assistant.
11. Faculty in College and Career Preparation – Steve Mills started August 8, 2016. Steve was previously an adjunct instructor.

**EXTERNAL OPENINGS**

12. Network and Systems Administrator - Open until filled. 2 applicants.
13. Database Administrator – Open until filled. 21 applicants.
14. Support Center Operator TALON – Closed July 15, 2016
15. Faculty in Business – Closed July 29, 2016. 23 applicants.
16. ADOC Faculty in Business – Closed July 29, 2016. 14 applicants.
17. Network Security Coordinator – Open until filled. 3 applicants.
18. Vice President of Administrative Services – Open until filled. 47 applicants.
19. Training Coordinator – Closed July 15, 2016. 2 applicants.
20. Academic Advisor PDC – Open until filled. 4 applicants.
21. Support Center Operator – Closed August 5, 2016. 2 applicants.
22. EMS Program Clerk – Closed August 12, 201. 2 applicants.
23. Science Lab Manager – Open until filled. 10 applicants.

## CASO Report for August 2016

CASO members are looking forward to the annual Silent Auction, which will be held in conjunction with Convocation August 15, 2016.

The auction is the primary source of funding for CASO student scholarships and college employees are always very supportive. Last year \$1235 was raised; we hope to do even better this year.

Ina Sommers – Little Colorado Campus  
CASO President



# Navajo County Community College District Governing Board Meeting Minutes

June 21, 2016 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

**Staff Present:** Interim Vice President Maderia Ellison; Vice President Mark Vest; Director PJ Way; Recording Secretary to the Board Paul Hempsey.

**Others Present:** Kim Reed; Peggy Belknap; Ed Gentry; Everett Robinson; Ann Hess; Rickey Jackson; Eric Henderson; Josh Rogers; Terrie Shevat; Linda Kor; Bill Fee; Amber Hill; Renell Heister

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

Chair Handorf called the meeting to order at 10:00 a.m. and read the following statement:

We are all devastated by the tragic news of the death of NPC Board Member Prescott Winslow. "Pres" was with us just last month for our NPC graduation ceremony, shaking the hand of every graduate, several of whom he knew by name, and encouraging them to continue in their pursuit of life-long learning.

Pres was a tremendous Board Member: always well-prepared for each meeting with questions, and explanations, regarding items on the agenda. His creativity and enthusiasm for the College and its programs, especially those providing financial assistance and personal encouragement for students, was genuine and dependable. He was admired and exceedingly well-liked by all of our NPC community for his sincere dedication and commitment. He also worked diligently with numerous high school students in his community of Winslow, often counseling, promoting, and supporting their advancement to higher education and the values it brings for success in life.

Pres was a true gentleman, an honorable patriot, a steady supporter of youth, and an honest and esteemed member of our Board. We will all miss him dearly.

Chair Handorf then led the Pledge of Allegiance.

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

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

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

None

#### **Agenda Item 4: Reports**

##### ***4.A. Financial Position – Interim Vice President Ellison***

Interim Vice President Ellison addressed the Board and reviewed the Financial Position report providing an additional handout of Primary Property Tax Levy and Rates from other Districts in the state, requested at the May Board meeting.

Mr. Lucero asked for the net assessed value of each district. Interim Vice President Ellison responded that she could provide that information at the next meeting.

##### ***4.B. NPC Friends and Family – Director Wilson***

No Report

##### ***4.C. Human Resources***

Written Report.

##### ***4.D. NPC CASO***

Written Report.

##### ***4.E. Faculty Association***

No Report

##### ***4.F. NPC Student Government Association***

No Report

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

- A. **May 17, 2016 TNT Hearing Minutes**
- B. **May 17, 2016 Budget Hearing Minutes**
- C. **May 17, 2016 Special Board Meeting Minutes**
- D. **May 17, 2016 Regular Board Minutes**
- E. **Facilities Lease Agreement with City of St. Johns**
- F. **Dual Enrollment Intergovernmental Agreements** between Navajo County Community College District and Blue Ridge USD; Ganado USD; Heber-Overgaard USD; Holbrook USD; Joseph City USD; Show Low USD; Window Rock USD; Winslow USD.

*Mr. Matteson asked for the removal of item F from the consent agenda for discussion, without opposition, and made a motion to approve the consent agenda as amended. Mr. Lucero seconded. The vote was unanimous in the affirmative.*

##### ***Discussion of Consent Agenda Item 5.E. Facilities Lease Agreement with City of St. Johns***

Mr. Matteson commented that the cost to lease the facility appeared high and asked if the lease with the City of St. Johns was for 9 or 12 months. Interim Vice President Ellison responded that it was for a 12 month lease and was a renewal of a current agreement with the same terms. Mr. Matteson asked for confirmation on the size of the facility. Interim Vice President Ellison responded that it was approximately 8000 square feet. Vice President Vest commented that it

was a large building with space for both Welding and Cosmetology classes and offices for instructors.

Mr. Lucero asked who had provided the improvements to the building so the college could instruct welding classes from it. Dean Belknap responded that she believed they had been completed by the owner of the building but with involvement from Welding faculty, but the work pre-dated her time as Dean. Dean Belknap also commented that the building was leased in partnership with NAVIT. Interim Vice President Ellison clarified that NAVIT pays 50% of the proportionate share, based on enrollment, of the lease amount of \$3400 per month.

*Mr. Matteson made a motion to approve the Lease Agreement with the City of St. Johns. Mr. Lucero seconded. The vote was unanimous in the affirmative.*

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

None.

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

#### ***7.A. Request to Approve Resolution Calling for Election of DGB Members***

Vice President Vest addressed the Board and reviewed the request to approve the Resolution Calling for Elections of DGB Members noting that the seats in District 2 and District 5 expire on December 31<sup>st</sup> 2016.

*Mr. Matteson made a motion to approve the Resolution Calling for Election of DGB Members as presented. Mr. Lucero seconded. The vote was unanimous in the affirmative.*

Mr. Matteson asked if the County Superintendent of Schools would fill the open position in District 2 before the election and if the Board was required to take any action. Vice President Vest stated that the precedent at the college was to fill the position regardless of the length of the term remaining and the Board did not need to take any action at this time.

#### ***7.B. Review of HLC Financial Ratios***

Interim Vice President Ellison reviewed the HLC Financial Ratios with the Board noting the college has exceeded the benchmark set, for a number of years and that the college was in sound financial health.

#### ***7.C. Request to Approve Funding for Bales Avenue Improvements***

Interim Vice President Ellison reviewed the request to Approve Funding for Bales Avenue Improvements with the Board stating that staff recommends approval in the budgeted amount not to exceed \$240,000.

Mr. Matteson asked if the contract would be administered by the City of Winslow. Interim Vice President Ellison confirmed that it would.

Mr. Matteson commented that Woodson was the City's contract engineer and asked if they had provided a cost estimate for the project. Interim Vice President Ellison responded that a preliminary estimate of costs, but this did not include additional items that each party might like to address during the project.

Mr. Lucero asked if the cost was expected to be split evenly. Interim Vice President Ellison responded that it was the goal but would again be dependent on specific needs that either party may have for the project.

*Mr. Matteson made a motion to approve the request to Approve Funding for Bales Avenue Improvements up to the budgeted amount of \$240,000 as presented. Mr. Lucero seconded. **The vote was unanimous in the affirmative.***

#### **7.D. Scholarship Utilization Report**

Vice President Vest reviewed the Scholarship Utilization Report with the Board commenting that, as anticipated, initial utilization of the College Bound scholarship was small but significantly increased in the second year while the Finish Line scholarship participation has dipped from initial utilization.

#### **7.E. Request to Approve Jenzabar Annual Maintenance Contract**

Director Way addressed the Board and reviewed the request to Approve Jenzabar Annual Maintenance Contract stating that staff recommends approval.

*Mr. Matteson made a motion to approve the Jenzabar Annual Maintenance Contract as presented. Mr. Lucero seconded. **The vote was unanimous in the affirmative.***

#### **7.F. Request to Approve Purchase of WebEx and Spark VoIP Communications**

Director Way reviewed the request to Approve Purchase of WebEx and Spark VoIP Communications stating that staff recommends approval.

Mr. Matteson commented that the college already had a VoIP system in place and asked what difference this system would make to the college. Director Way responded that this provides the software solution to go with the hardware already available and would provide improved communication and ease of access for a telepresence and video experience particularly in the classroom setting, also noting that this was a 5 year contract.

*Mr. Matteson made a motion to approve the Purchase of WebEx and Spark VoIP Communications as presented. Mr. Lucero seconded. **The vote was unanimous in the affirmative.***

### **7.G. Executive Session Pursuant to 38-431.03(A)(1)**

*At 10:37a.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Lucero seconded the motion. **The motion passed unanimously.***

*At 10:44a.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Matteson, seconded by Mr. Lucero **and a unanimous vote.***

### **7.H. Possible Action on Personnel Matter**

Mr. Matteson commented that the Board had reviewed an investigative report, from a third party, on the Personnel matter and now considered the matter closed with no further action required.

## **Agenda Item 8: Standing Business**

### **8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report**

Vice President Vest introduced Renell Heister who has accepted the position of Project Director of the TALON Grant noting that she would return at the August Board meeting with a report on the Memorandums of Agreement

Vice President Vest stated that SPASC met and discussed the input provided by the college, President and Board on strategic priorities and planned to update the college at convocation as well as present the next steps of the process and gather suggestions on how to proceed.

Chair Handorf asked when in August Convocation would take place. Vice President Vest responded it would be held on Monday, August 15<sup>th</sup> at the Performing Arts Center in the Silver Creek Campus.

Chair Handorf asked if the plan was to keep the current priorities, add on to the current priorities or move to a new set of priorities. Vice President Vest responded that they would continue with the implementation of the current two priorities and enter the planning phase for the next two priorities. If adequate progress was made on the current priorities, such as PASS, they could then move on to the next set.

### **8.B. Agenda Items/Informational Needs**

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

Chair Handorf mentioned that the family of Prescott Winslow had suggested making donations to Friends & Family in his honor and could do so on the Friends & Family website utilizing the comments section when making the donation.

Mr. Matteson suggested creating a specific scholarship in Mr. Winslow's name for all he has done for the college and particularly the students in Winslow. Vice President Vest commented that Betsyann Wilson, Director of Friends & Family, was aware of this and will be happy to discuss it with the Board at the August meeting.

Vice President Vest commented that the college closed the White Mountain Campus on Thursday due to the pre-evacuation notice from the Cedar Fire and reopened Monday. The college is monitoring the situation on a daily basis and, if conditions change, further decision will be made.

Director Way stated that Information Support staff, on Friday morning worked to hook up a generator to provide power to the tower in case power went down so communication was uninterrupted between emergency services.

**Agenda Item 10: Announcement of Next Regular Meeting:** Regular District Governing Board meeting on Tuesday, August 16, 2016.

**Agenda Item 11: Adjournment**

*The meeting was adjourned at 10:57 p.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

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

This Intergovernmental Agreement (“Agreement”) is entered into this 16 day of August, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Round Valley Unified School District No. 10, (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
SNOWFLAKE UNIFIED SCHOOL DISTRICT NO. 5**

This Intergovernmental Agreement (“Agreement”) is entered into this 8 day of JUNE, 2016, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Snowflake Unified School District No. 5, (“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).

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**2. DEFINITION**

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

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



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

**3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:
  - i. After the governing boards of School District and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2017 (“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 polices, 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 Marshal 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. Hollis Merrell, Superintendent  
Snowflake Unified School District No. 5  
682 School Bus Lane  
Snowflake, Arizona 85937

COLLEGE

SCHOOL DISTRICT

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

\_\_\_\_\_  
*Hollis Merrell*  
By: Hollis Merrell  
Title: Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
June 15<sup>th</sup>, 2016  
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
ENL101	COLLEGE COMPOSITION I	3.00	FALL	CAFFEY, FAIT
ECD100	HEALTHY ENVIRONMENT	1.00	FALL	CARLSON, CHE
ECD101	CHILDS TOTAL LEARN EN	1.00	FALL	CARLSON, CHE
ECD102	SAFE ENVIRONMENT	1.00	FALL	CARLSON, CHE
ECD105	ENCOURAGE SELF-DISCI	1.00	FALL	CARLSON, CHE
ECD118	BLOCKS EARLY CHILDHD	1.00	FALL	CARLSON, CHE
ECD120	POSITIVE SELF-CONCEPT	1.00	FALL	CARLSON, CHE
ECD124	DRAMATIC PLAY	1.00	FALL	CARLSON, CHE
ECD127	SMALL MUSCLE DEVELOPM	1.00	FALL	CARLSON, CHE
ECD147	PRENATAL AND INFANT D	1.00	FALL	CARLSON, CHE
ECD148	TODDLER DEVELOPMENT	1.00	FALL	CARLSON, CHE
ECD149	DEVEL OF PRESCHOOL CH	1.00	FALL	CARLSON, CHE
ECD150	MIDDLE CHILDHOOD YEAR	1.00	FALL	CARLSON, CHE
DRF120	TECHNICAL DRAFTING I	3.00	FALL	MENDELL, JAM
DRF130	ARCHITECTURAL DRAFTING I	3.00	FALL	MENDELL, JAM
DRF220	TECHNICAL DRAFTING II	3.00	FALL	MENDELL, JAM
CIS105	COMPUTER APPL AND INF	3.00	FALL	NOVELL, GINN
CIS111	INTRODUCTION TO PROGR	3.00	FALL	NOVELL, GINN
CIS113	MULTIMEDIA	3.00	FALL	NOVELL, GINN
CIS168	WEB AUTHORIZING TOOLS	3.00	FALL	NOVELL, GINN
MAT152	ADVANCED ALGEBRA	3.00	FALL	STRONG, JEFF
WLD100	SAFETY AND MATH	3.00	FALL	LARSEN, DALE
LAN120	CONV NAVAJO I	3.00	SPRING	JACKSON, SYLVIA
LAN121	CONV NAVAJO II	3.00	SPRING	JACKSON, SYLVIA
WLD100	SAFETY AND MATH	3.00	SPRING	LARSEN, DALE
WLD151	CUTTING PROCESS AND W	3.00	SPRING	LARSEN, DALE
ENL102	COLLEGE COMPOSITION II	3.00	SPRING	CAFFEY, FAIT
ECD103	PLANNED ARRNGMNT-SCHE	1.00	SPRING	CARLSON, CHE
ECD108	TECH OBSERVING CHILDR	1.00	SPRING	CARLSON, CHE
ECD113	COMMUNIC-LANGUAGE SKI	1.00	SPRING	CARLSON, CHE

ECD114	BEG MATHEMATICAL CONC	1.00	SPRING	CARLSON, CHE
ECD115	NUTRITION EARLY CHILD	1.00	SPRING	CARLSON, CHE
CON100	CONSTRUCTION MATH AND	3.00	SPRING	TUBBS, A
CON110	PLAN READ SITE LAYOUT	3.00	SPRING	TUBBS, A
CON121	CABINETMAKING I	3.00	SPRING	TUBBS, A



## Policy 1562 Political Activity

An employee shall not engage in any political activity, ~~while acting as an agent of the college, if such activity interferes with the performance of the employee's duties, the performance by other employees of their duties, or the regular functions and operations of the college.~~

~~An employee shall not use college equipment, materials, buildings or other resources to present or engage in political activities.~~

An employee shall not use the authority of his or her position to influence or attempt to influence the vote or political activity of any subordinate employee or any person who is a student being instructed by the employee. (Rev ~~3/10/988/16/2016~~)

**Policy 1940 ~~Capitalization~~ Capital Asset Policy**

The Board has established the following ~~capitalization~~ Capital Asset Policy that is within the guidelines established by the *Uniform System of Accounting and Financial Reporting for Arizona Community College Districts (USAFR)* as required by the Office of the Auditor General.

**Capitalization Thresholds:**

Equipment ~~with a useful life of more than one year~~, ~~land~~, buildings, ~~intangibles~~ and improvements other ~~than buildings~~ valued at ~~five thousand dollars~~ \$5,000 or more, and having a useful life of more than one year -will be capitalized.

Land is always capitalized upon acquisition and/or purchase at market value.

~~Equipment purchases of five thousand dollars or more and land, building and improvements other than building must be purchased from the Unexpended Plant Fund, the Current Restricted Fund or the Current Auxiliary Enterprises Fund. Equipment purchases under five thousand dollars may be purchased from these funds or from the Current General Fund.~~

If ~~an~~ expenditures ~~increases~~ the utility or significantly extends ~~s~~ the useful life of an asset, ~~it~~ they should be capitalized and added to the recorded cost of the asset. If ~~an~~ expenditures ~~s~~ maintains the original condition of an asset, ~~they~~ it should be classified as ~~a~~ repair and maintenance ~~expenditure~~. The distinguishing feature between a capital improvement and a repair and maintenance expenditure is that a capital improvement results in an improved asset.

**Acquisition:**

Equipment purchases of \$5,000 or more and land, building and site improvements must be purchased from the Unexpended Plant Fund, the Current Restricted Fund or the Current Auxiliary Enterprises Fund.

“System purchases” should be capitalized as a whole unit; however items purchased in bulk will not be capitalized unless the unit cost is \$5,000 or greater.

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**Inventory and Maintenance:**

A current Capital Asset listing will be maintained by the Vice President for Administrative Services or Designee. This list shall include current year additions, deletions and impairments. Assets are placed on the Master Listing when they are purchased and removed from the listing when they are disposed.

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**Transfer and Disposition:**

An Equipment Transfer/Disposition form is required to be completed and approved by the Controller or their Designee for all asset transfers and dispositions.

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Assets transferred on a temporary basis meeting, the \$5,000 capital asset threshold, will be tracked internally by the Dean, Director or Designee on a “check-out” sheet if the re-assignment is for less than one week.

Grant assets must follow this procedure and require additional approval from the Grant Administrator to ensure that any disposition requirements are fulfilled.

~~Assets purchased in bulk will not be capitalized unless the unit cost is five thousand dollars or greater.~~

(Rev 6/01, 7-22-16)

## **Policy 1555 Outside Employment**

It shall not be in violation of the policies of the college for full-time employees to be employed by entities other than the college; providing the outside employment shall not interfere with the employment duties of the individual at the college as determined by the employee's supervisor. In no case shall the outside employment interfere with the ability of the college employee to satisfactorily fulfill his/her duties and responsibilities at the college.

## **REQUEST TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH NAVAJO COUNTY FOR ELECTION SERVICES**

### **Recommendation:**

Staff recommends approval of the intergovernmental agreement (IGA) with Navajo County for election services. The duration of the agreement is for five years and terminates January 1, 2021. NPC will reimburse the County for actual costs of the election services and has included \$30,000 in its operating budget for the November 2016 elections.

### **Summary:**

Pursuant to Arizona Revised Statutes §15-1441, §15-1442, and §16-408, NPC will be holding Special District Elections for positions on its Governing Board to be held November 8, 2016. The Governing Board is made up of five unpaid positions with staggering six year terms. NPC has two positions that expire December 31, 2016; one in District 2 and the other in District 5. District 2 encompasses the Hopi Reservation and the western precincts of Winslow. District 5 covers the White Mountain Apache reservation and Pinetop-Lakeside precincts. The new terms for these positions commence on January 1, 2017 and expire on December 31, 2021.

Nominating petitions must be filed with the Navajo County Recorder by August 10 to qualify for the November 8 General Elections ballot.



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF NAVAJO,

THE NAVAJO COUNTY RECORDER,

AND THE

Northland Pioneer College

FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into \_\_\_\_\_, 2016, between the COUNTY OF NAVAJO (the "COUNTY"), acting by and through its duly elected governing body, the NAVAJO COUNTY RECORDER (the "RECORDER"), and the \_\_\_\_\_ Northland Pioneer College \_\_\_\_\_, acting and through its duly elected governing body.

I. RECITALS

1. The COUNTY owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The SPECIAL DISTRICT seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the SPECIAL DISTRICT and COUNTY wish to enter into this Agreement.
3. The RECORDER is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the SPECIAL DISTRICT requests the use of the County registration rolls to conduct an election, and, by signature below, has resolved to enter into this Agreement.
4. The SPECIAL DISTRICT is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the SPECIAL DISTRICT requests the use of the County Recorder registration rolls to conduct an elections, and has, by proper SPECIAL DISTRICT board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the SPECIAL DISTRICT.
5. The COUNTY is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.
6. The SPECIAL DISTRICT is empowered to enter into this Agreement, and has, by proper board action, authorized the undersigned to execute the Agreement on behalf of the SPECIAL DISTRICT.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The **COUNTY** will:

- a. Make available to the **SPECIAL DISTRICT** support services, materials and supplies, including but not limited to: ballots, voting equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
- b. Provide to the **SPECIAL DISTRICT** a list of polling locations and a list of poll workers for approval by the **SPECIAL DISTRICT** board.
- c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- d. Perform tabulation, prepare unofficial election results and transmit to the **SPECIAL DISTRICT**, or designee.
- e. Provide Election Department personnel necessary to effectively administer an election.
- f. At all times comply with the laws and regulations regarding the conduct of elections.
- g. Upon completion of the election, present to the **SPECIAL DISTRICT** a detailed, itemized statement of charges incurred as a result of the election.

2. The **RECORDER** will

- a. Ensure that the **COUNTY** registration rolls necessary for the **SPECIAL DISTRICT** to conduct an election be provided to the **SPECIAL DISTRICT** at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as necessary, to conduct an all-mail ballot election, in the event such an election is authorized by the **SPECIAL DISTRICT**.
- b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the **SPECIAL DISTRICT** within ten (10) days of a request by the **SPECIAL DISTRICT**, for use by the **SPECIAL DISTRICT** to prepare mailing labels or for such other election purposes as the **SPECIAL DISTRICT** may require.
- c. Handle all early balloting for the **SPECIAL DISTRICT**, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- d. Ensure that the charges for reimbursement of expenses by the **SPECIAL DISTRICT** is no more than the actual cost incurred in preparing the necessary list, electronic data compilations or early voting supplies and services. Actual additional costs will include, but are not limited to: supplies, staff and personnel time as well as any machine time or other electronic data process time.

- e. Provide **RECORDER** personnel necessary to effectively administer early voting and other related services.
  - f. Assist the **SPECIAL DISTRICT** in providing necessary modification of precinct data as it relates to **SPECIAL DISTRICT**-only elections or following a **SPECIAL DISTRICT** annexation.
3. The **SPECIAL DISTRICT** will:
- a. Create, translate, print and mail all publicity pamphlets.
  - b. Publish all legal notices in connection with a **SPECIAL DISTRICT** election with the exception of the logic and accuracy testing notification(s) as described in section 1(c) of this Agreement.
  - c. At all times comply with the laws and regulations regarding the conduct of elections.
  - d. Provide the County Elections Office with the names of any Write-in Candidates as prescribed by law.
  - e. Reimburse the **COUNTY** for all charges for election materials, supplies, equipment and personnel required in direct support of the **SPECIAL DISTRICT** election and clearly outlined in the detailed, itemized statement of charges within sixty (60) days of submittal to the **SPECIAL DISTRICT** of the reimbursement request by the **COUNTY**. The **SPECIAL DISTRICT** shall establish and maintain a budget covering the payment of all such charges.
  - f. Reimburse the **RECORDER** for the actual additional costs incurred by the **RECORDER** in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within sixty (60) days of submittal to the **SPECIAL DISTRICT** of a reimbursement request by the **RECORDER**.

### III. DURATION OF AGREEMENT

1. This Agreement is for a term of five (5) years effective January 1st, 2016 and terminating on January 1st, 2021 and can be terminated at any time by any party, with or without cause, a written notice is provided to the other parties 120 in advance. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

### IV. MISCELLANEOUSE PROVISIONS

1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
2. The **COUNTY** as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the **RECORDER**, engaged in the performance of its mandatory statutory duties, and the **SPECIAL DISTRICT**, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in



full force and effect a public entity liability policy relating to the faithful performance of duty.

3. The provisions of the Records and Disposition Schedule promulgated by the Department of Library, Archives and public Records, Approved November 5, 2001, pertaining to the 3-year record retention by the **RECORDER** of receipts of fees are applicable to this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

**Navajo County Elections Division**  
**P.O. Box 668**  
**100 E. Code Talkers Dr.**  
**Holbrook, AZ 86025**

**Special District:**

Northland Pioneer College

PO Box 610

Holbrook, AZ 86025

6. The **SPECIAL DISTRICT** is responsible for all liability, damages or expenses involved in defending challenges to the **SPECIAL DISTRICT** election arising out of the actions of the **SPECIAL DISTRICT** and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The party's breach of the above mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below written.

**NAVAJO COUNTY RECORDER**

\_\_\_\_\_  
**Special District**

\_\_\_\_\_  
**Laura V. Sanchez**  
**Navajo County Recorder**

\_\_\_\_\_  
**Special District Board Chairman**

This \_\_\_\_\_ day of \_\_\_\_\_, 2016

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of Board

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Navajo, the County Recorder, and to the Special District.

Navajo County Attorney

Special District Attorney (if applicable)

\_\_\_\_\_

*Justin Meek*  
\_\_\_\_\_

Dated

Dated

*6/16/16*  
\_\_\_\_\_

## REQUEST TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH NEW MEXICO HIGHER EDUCATION DEPARTMENT FOR TUTION RECIPROCITY

### **Recommendation:**

Staff recommends approval of the Intergovernmental Agreement (IGA) with the New Mexico Higher Education Department (NMHED) for tuition reciprocity. The term of the agreement is for six years and will commence when the agreement is signed by all parties and terminate June 30, 2024.

### **Summary:**

Pursuant to ARS §15-1445 and §11-952, five Arizona Community College Districts are entering into an agreement with the New Mexico Higher Education Department for tuition reciprocity. The IGA allows eligible students from the State of New Mexico to enroll in an institution in Arizona and pay Arizona resident tuition rates and allows eligible Arizona students to enroll in a New Mexico institution and pay New Mexico resident tuition rates. The total number of students exchanged between the two state shall be equal and limited to 200 full time equivalent students per academic year.

### Arizona Institutions:

- |                                                                         |        |
|-------------------------------------------------------------------------|--------|
| 1. Cochise College (Cochise County Community College District)          | 35 FTE |
| 2. Central College (Pinal County Community College District)            | 25 FTE |
| 3. Eastern College (Graham County Community College District)           | 73 FTE |
| 4. Northland Pioneer College (Navajo County Community College District) | 17 FTE |
| 5. Pima Community College (Pima County Community College District)      | 50 FTE |

### New Mexico Institutions

1. Western New Mexico University
2. Eastern New Mexico University

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
NEW MEXICO HIGHER EDUCATION DEPARTMENT and  
COCHISE COUNTY COMMUNITY COLLEGE DISTRICT,  
PINAL COUNTY COMMUNITY COLLEGE DISTRICT,  
GRAHAM COUNTY COMMUNITY COLLEGE DISTRICT,  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT, AND  
PIMA COUNTY COMMUNITY COLLEGE DISTRICT**

**FOR  
NEW MEXICO – ARIZONA TUITION RECIPROCITY**

THIS AGREEMENT (hereinafter “Agreement”) is made by and between the New Mexico Higher Education Department, an agency of the State of New Mexico (hereinafter “NMHED”) and the following Arizona community college districts, each a separate Party to this Agreement - Cochise County Community College District, Pinal County Community College District (aka Central Arizona Community College District), Graham County Community College District (aka Eastern Arizona Community College District), Navajo County Community College District (aka Northland Pioneer Community College District) and Pima County Community College District, all political subdivisions of the State of Arizona (hereinafter individually a “District” and collectively the “Districts”), each a “Party” and collectively the “Parties.”

**STATEMENT OF PURPOSE**

In order to improve educational opportunities for the students of their respective states, the NMHED and the Districts have identified circumstances in which undergraduate students from each state would have authorization to pay resident undergraduate tuition rates at institutions of higher education in the other state. The purpose of this Agreement is to establish a tuition reciprocity program (hereinafter the “Program”) to enable eligible students from the State of New Mexico to enroll at a District with authorization to pay Arizona resident tuition rates, and to enable a certain number of eligible students from the Districts’ counties to enroll at selected institutions in New Mexico with authorization to pay New Mexico resident tuition rates.

The NMHED is authorized to enter into this Agreement pursuant to NMSA 1978 Section 21-1-6 (1993), and the Districts are authorized to enter into this Agreement pursuant to A.R.S. Sections 15-1445 and 11-952.

**AGREEMENT**

In consideration of the mutual promises contained herein, the NMHED and the Districts agree as follows:

1. The term of this Agreement shall be for a period of six (6) years. It shall commence on the latter of July 1, 2016 or the date that all relevant signatures of both NMHED and the District in question have been secured. It shall terminate on June 30, 2022 with the opportunity to be extended for an additional two (2) years, i.e., until June 30, 2024, upon the written approval of both NMHED and the specific District or Districts. Either Party may terminate this Agreement at any time, provided that at least ninety (90) days prior written notice is given to the other Party.

In the event that either the NMHED or the District decides to terminate participation in this Agreement, both Parties shall ensure students already in the Program may continue under the terms of this Agreement for a reasonable period of time in order to complete their program(s) of studies or their degrees, not to exceed one academic term.

2. In the State of New Mexico, Western New Mexico University and Eastern New Mexico University shall be designated to participate in this Agreement.

3. In the State of Arizona, the community college districts designated to participate in this Agreement shall be Cochise County Community College District, Central Arizona Community College District, Eastern Arizona Community College District, Northland Pioneer Community College District, and Pima County Community College District.
4. Students participating in the Program from the State of Arizona, who are admitted to enroll as undergraduates at Western New Mexico University or Eastern New Mexico University in the State of New Mexico, in accordance with the requirements of Western New Mexico University or Eastern New Mexico University and NMHED, shall have the right to receive the resident undergraduate tuition rate of the institution to which they have been admitted.
5. Students participating in the Program from the State of New Mexico, who are admitted to enroll as undergraduates at one of the Districts in the State of Arizona, in accordance with the requirements of that District, shall have the right to receive the resident undergraduate tuition rate of the institution to which they have been admitted.
6. New Mexico residents who reside in Grant, Hidalgo, and Luna counties shall be given preference for participation in the Program by the Districts.
7. Arizona residents who have previously attended one of the Districts shall be given preference for participation in the Program by Western New Mexico University and Eastern New Mexico University.
8. In order to participate in the Program, New Mexico residents admitted to enroll at one of the Districts must meet the criteria established by NMHED and by the District to which they have been admitted.
9. In order to participate in the Program, Arizona residents admitted to enroll at Western New Mexico University or Eastern New Mexico University must meet the criteria established by NMHED and by the New Mexico university to which they have been admitted.
10. Students participating in the Program in either state may not begin to establish residency for in-state tuition purposes until discontinuing this Program.
11. The total number of students exchanged between the two states shall be equal. NMHED and the participating Arizona Districts have agreed on a maximum number of students to be exchanged. During the term of this Agreement and any extensions thereof, the State of New Mexico and the State of Arizona will each accept up to a maximum of two hundred (200) full-time equivalent (FTE) students. An FTE shall mean enrollment of thirty (30) semester hours or forty-five (45) quarter hours of credit during the academic year and the preceding summer. The following allocation of available FTE slots shall apply to the Arizona districts:

<u>District</u>	<u>FTE</u>
1. Cochise Community College	35
2. Eastern Arizona Community College	73
3. Northland Pioneer Community College	17
4. Pima Community College	50
5. Central Arizona Community College	<u>25</u>
Total	200

The participating Arizona Districts shall have the authority to reallocate FTE slots among each other if one or more Districts do not utilize their allocated slots; however, the total FTE slots for the Districts may not exceed 200 during any academic period under this Agreement.

12. NMHED and the Districts shall each fulfill the following requirements:

- a. determine the eligibility and selection criteria to be used in determining which undergraduate persons/students living in its own state may participate in the Program;
- b. develop the eligibility and selection criteria to be used in determining which undergraduate persons/students living in the other state may participate in the Program;
- c. inform each other of the Program requirements and criteria developed by each Party to this Agreement in a timely manner;
- d. refrain from discrimination on the basis of race, sex, sexual orientation, national origin, religion, age, or disability in the administration of the Program;
- e. designate an official from each Party to this Agreement with responsibilities to:
  - accurately evaluate students' eligibility for the Program;
  - limit the number of participants in the official's District to the level specified in Section 11 of this Agreement;
  - ensure selected participants are charged the resident/in-state tuition rate;
  - maintain appropriate records of this Program for that Party's participation; and
  - provide the following information as required/appropriate to their state coordinating body, the NMHED or the District on or before December 1 of each year:
    1. name, social security number, and permanent mailing address of each student participant for each academic period;
    2. program of study and degree objective of each student participant;
    3. number of hours attempted each academic period by each student participant;
    4. number of hours completed by academic period by each student participant;
    5. cumulative grade point average for each student participant.

13. No money shall be exchanged between the State of New Mexico and the State of Arizona for the waiver of the non-resident/resident tuition differential.

Each Party shall be responsible for budgeting, obtaining, and managing any funds required to perform its duties and obligations under this Agreement. Each Party agrees to budget for and take such other action as may be required to carry out its duties and obligations under this Agreement.

Any personal property used by a District or the NMHED in administering this Agreement shall remain the property of the purchasing Party upon termination of this Agreement.

14. This Agreement may be cancelled pursuant to A.R.S. Section 38-511, the pertinent provisions of which are incorporated by reference.
15. This Agreement shall be executed in counterparts with NMHED and each of the five Arizona Districts being the parties to this Agreement.
16. NMHED and the Districts shall cooperate to the greatest extent possible for the effective operation of the Program.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the \_\_\_ day of \_\_\_\_\_ 2016.

**For New Mexico Higher Education Department:**

  
\_\_\_\_\_

**Dr. Barbara Damron, Cabinet Secretary**

**Reviewed as to form:**

  
\_\_\_\_\_

**Mr. David Mathews, Legal Counsel**

**For Cochise County Community College District:**

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**Dr. J. D. Rottweiler, President**

**Reviewed as to form:**

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**Mr. Britt Hanson, Cochise County Chief Civil Deputy**



**For Pinal County Community College District:**

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**TBD, President**

**Reviewed as to form:**

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**TBD, Pinal County Legal Counsel**

**For Graham County Community College District:**

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**Mr. Mark Bryce, JD, President**

**Reviewed as to form:**

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**TBD, Graham County Legal Counsel**

**For Navajo County Community College District:**

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**Dr. Jeanne Swarthout, President**

**Reviewed as to form:**



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**Ms. Kristin Mackin, Legal Counsel**

**For Pima County Community College District:**

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**Mr. Lee Lambert, JD, Chancellor**

**Reviewed as to form:**

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**Mr. Jeff Silvyn, Legal Counsel**

## ANNUALIZED FTSE, 2013-2014 THROUGH 2015-2016

<b>Term</b>	<b>2013-2014<sup>1</sup></b>	<b>2014-2015</b>	<b>2015-2016</b>
Fall	1444	1526	1601
Spring	1734	1704	1725
Short-term	164	153 <sup>2</sup>	126
Summer	72	85	151 <sup>3</sup>
Change	----	+1.53%	+4.7%

Most community colleges have not publicly reported their 2015-2016 annualized FTSE data. To date, we are only aware of two districts' self-reported data. Those districts – one urban and one rural – report declines in 2015-2016 of -5% and -8%, respectively.

<sup>1</sup> 2013-2014 was low point over last decade for NPC annualized FTSE

<sup>2</sup> In 2013-2014 and 2014-2015, some Dept of Corrections fall semester enrollment appeared in the short term count due to late starts. In 2015-2016 it all appeared in the regular fall count

<sup>3</sup> Summer enrollment is counted in the following academic year's annualized count. Therefore, the 2015-2016 data includes the first year of discounted summer tuition and expanded summer course offerings.

## Request to Award Contract for NPC Website Redesign in Drupal 8

### **Recommendation:**

Staff recommends award of a contract to redesign the NPC website to Archetype 5 for a total cost of \$98,250. The current capital budget includes this project and funds are available for completion of the contract.

This purchase supports the 2016-17 strategic plan under strategic priority II: “To improve the user experience with technology, the college will enhance technology professional development and improve the NPC website and MyNPC.”

Improvement of the college website is expected to provide a broad array of benefits to current and potential student/community users as well as address diversity in user devices, disability access concerns and improve Internet search engine results.

### **Summary**

The college issued a Request for Proposals (RFP) due on June 30, 2016 to contract with a qualified and experienced vendor to improve the NPC website’s user experience, update the site’s current visual design, and make all pages at [www.npc.edu](http://www.npc.edu) responsive to user devices in Drupal 8. The selected vendor is required to use its own development server.

Responsive website design is an approach to web page creation that makes use of flexible layouts and flexible images that allow web pages to detect the user’s screen size and orientation and adapt the layout accordingly. Drupal 8 is an open source website development platform built specifically to produce fully responsive design, simplify the online management of content and backend users, improve search engine results and increase accessibility. The college website is currently built using Drupal 6 software.

Fourteen bids were received and have been evaluated and scored by a team of five college employees. The RFP summary and the evaluation forms follow. A chart showing the scoring for each vendor is also included. Based on the point system evaluation, the most advantageous responsible offeror appears to be Archetype 5.

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

- In accordance with ARS §41-2534(G), award(s) will be made to the responsive and responsible Offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Northland Pioneer College.



**Northland Pioneer College**

Post Office Box 610 • Hollbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • [www.npc.edu](http://www.npc.edu)

- The evaluation criteria for this solicitation, in relative order of importance, are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the proposal and required forms; 3) service capabilities; 4) If selected, Offeror's response to questions during phone interview; 5) price; 6) references and Past Performance Information (PPI) review.
- Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that Offeror does not consider this solicitation part of the contract may result in rejection of the proposal.
- Northland Pioneer College reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any Offeror scoring 0 (zero) in any required area may be considered nonresponsive.

## **RFP SUMMARY**

NPC Website Redesign In Drupal 8 To Include Responsive Design

AS #16-09

Issue Date: June 8, 2016

**Due Date: July 30, 2016, 3:00 p.m. MST**

<b>Vendor</b>	<b>Bid</b>	<b>Notes</b>
1. <b>Arco Media Inc.</b> Curtis McGrath Kelowna, B.C.	\$117,144	
2. <b>Adapta Interactive LLC</b> Stan Smith Plymouth, MN	\$108,750	Scope of work – 3 deviations. The Proposal Submission Form was not signed. A completed copy of the NPC Certification Regarding Debarment and Suspension was <b>not</b> provided.
3. <b>Ameex Technologies</b> Ranganathan Srinivasan Schaumburg, IL	\$59,733	
4. <b>Archetype 5</b> Jason Howard Superior, CO	\$98,250	
5. <b>Bluespark Labs LLC</b> Kyle Theobald Raleigh, NC	\$130,000	
6. <b>Duo Design LLC</b> Michael Silverman Chicago, IL	\$151,100	Over budget maximum given in RFP



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7. <b>Eagle Creek Software Inc.</b> Chris Cejka Eden Prairie, MN	\$134,833.38	
8. <b>Last Call Media</b> Sean Eddings Northampton, MA	\$128,250	Printing did not line up on submission. Unclear if deviations exist for General Terms and Conditions, Special Terms and Conditions, and Scope of Work
9. <b>Lousch Corporation</b> Shaya Klechevsky New York, NY	\$131,750	
10. <b>New Valley Media</b> Christina Young Aiken, SC	\$132,600	
11. <b>Opin Software Inc.</b> Damian Richman Ottawa, ON	\$92,960	
12. <b>Pyxl Inc.</b> Ramona Koplan Scottsdale, AZ	\$128,190	
13. <b>SDG Corporation</b> Nag Bhadravati Norwalk, CT	\$88,896	Scope of work – 2 deviations
14. <b>Simple Information Inc.</b> J.R. Maroney Baltimore, MD	\$105,000	

Seventeen (17) vendors requested AS#16-09. Fourteen (14) vendors submitted a complete bid packet by the due date and time.



**Northland Pioneer College**

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# RFP Evaluation Form – AS #16-09 NPC Website Redesign

Contractor: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date Evaluated: \_\_\_\_\_

Proposals will be evaluated based on the evaluation criteria stated below. When assessing points, score the response from 1-10 as described below; the score will then be multiplied by the weight assigned.

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

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

## Evaluation

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



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## **RFP Phone Interview Questions AS #16-09 NPC Website Redesign**

*Assign 1 to 5 points to each question's answer. A score of 5 is a great answer, 3 average and 1 is a poor answer.*

1. Describe your involvement in the Drupal community and any involvement with the development of D8.
2. We are looking for a Drupal partner who can help us produce a higher-ed website that is not cookie-cutter and separates us from our competitors. How will you accomplish this?
3. How much of our website work will you assign to off-shore locations such as India?
4. Using the list of web pages provided in our RFP under "Redesigned Pages" on page 14, how many of these items do you think will get addressed under your bid?
5. How will you assist us with content migration? What percentage of our sites current content will you migrate for us? What will be left for us to do?
6. What kind of site maintenance will you provide after the launch of our new website?
7. What kind of documentation and training will you provide to end users?
8. Do you see any issues in making our new website WC3 compliant?
9. Give us a layman's explanation of how "responsive" works from a site editor's perspective? Will we have to upload multiple sizes and resolutions of photos into the database, or is that handled through a module? Will we need to re-size and upload all the images currently in the database?
10. In migrating the current site to D8, how do we make sure all active nodes come across? Is there a way to list unpublished nodes so we can do an item-by-item check? What about nodes that are only temporarily disabled, how will they get migrated?



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## RFP AS #16-09 Website Redesign Evaluation Results

- Review #1: All submitted bid packets reviewed and scored using the RFP Evaluation Form by Ann Hess, Mark Vest and Everett Robinson on 7/19/16. Perfect score 25 points.
- Review #2: Top 3 vendors from review #1 then reviewed and scored by PJ Way on 7/25 using the RFP Evaluation Form. Perfect score 25 points.
- Phone Interview: Top 3 vendors from review #1 interviewed via phone using the RFP Phone Questions by Ann Hess and Everett Robinson, 7/25 – 28. Perfect score 50 points.
- Total Score: Top 3 vendor scores calculated by adding review 1, 2 and phone interview.
  - ✓ Top 3 vendor bid packets also reviewed by Sandy Manor for WC3/disability compliance and recommendation given on preference but not officially scored. WC3/Disability, preference order of top 3: 1. Archetype 5; 2. Acro Media; 3. Last Call Media

<b>RESULTS:</b>	<u>Review 1</u>	<u>Review 2</u>	<u>Phone Interview</u>	<u>Total Score</u>
<b>1. Archetype 5</b>	<b>19.55</b>	<b>14.55</b>	<b>49.25</b>	<b>83.35</b>
2. Last Call Media	20.55	12.7	45.25	78.5
3. Acro Media	18.95	12.95	38	69.9
<hr/>				
4. Simple Information	17.6			
5. Ameex Technologies	16.55			
6. Pyxl Inc.	15.52			
7. Opin Software	15.0			
8. SDG Corporation	14.25			
9. Blue Spark Labs	14.25			
10. Eagle Creek Software	13.65			
11. Lousch Creations	13.58			
12. New Valley Media	12.30			
13. Duo Design	0	Bid over max budget given in RFP on page 12		
14. Adapta Interactive	0	No signature on RFP Proposal Submission form or the Disbarment & Suspension form		

RFP Review Participants: Ann Hess, Director of Marketing & Public Relations; Everett Robinson, Media Relations Coordinator; Mark Vest, Vice President for Learning & Student Services; PJ Way, Director of Information Services; Sandy Manor, Disability Resource & Access Coordinator



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