

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 15, 2017 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 start time.

The Board may vote to hold an executive session for discussion or consideration of a personnel matter(s) 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 14th day of August 2017, 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

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 15, 2017

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

Item	Description	Resource
1.	Call to Order and Pledge of Allegiance	Chair Lucero
2.	Adoption of the Agenda.....(Action)	Chair Lucero
3.	Call for Public Comment	Chair Lucero
	<small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	
4.	Reports:	
	A. Financial Position.....	CBO Ellison
	B. NPC Friends and Family	Director Wilson
	C. NPC Faculty Association.....	No Report
	D. Human Resources.....	Written Report
	E. CASO.....	No Report
	F. NPC Student Government Association	No Report
5.	Consent Agenda.....(Action)	Chair Lucero
	A. June 20, 2017 Regular Board Meeting Minutes	
	B. June 20, 2017 Executive Session 1 Minutes	
	C. June 20, 2017 Executive Session 2 Minutes	
	D. June 20, 2017 Executive Session 3 Minutes	
	E. July 28, 2017 Special Board Meeting Minutes	
	F. Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Window Rock USD; Hopi Jr/Sr High School; Round Valley USD; St. Johns USD; Whiteriver USD;	
6.	Old Business:	
	A. Presidential Search.....(Action)	Board
7.	New Business:	
	A. Institutional Effectiveness Update.....	Eva Putzova
	B. Board Attendance Policy	President Swarhout
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report	Vice President Vest
	B. President's Report	President Swarhout
	C. DGB Agenda Items and Informational Needs for Next Meeting	Chair Lucero
9.	Board Report/Summary of Current Events.....	Board Members
10.	Announcement of Next Regular Meeting.....September 19, 2017	Chair Lucero
11.	Adjournment.....(Action)	Chair Lucero

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President's Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



Northland Pioneer College

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2016 to May 31, 2017

Budget Period Expire 92%

Tax Supported Funds		General Unrestricted			
		Budget	Current Month	Y-T-D Actual	%
REVENUES					
Primary Tax Levy		14,361,969	1,942,353	14,159,659	99%
State Aid:					
Maintenance and Operations		1,606,000	-	1,606,000	100%
Equalization		6,081,500	-	6,081,500	100%
Tuition and Fees		4,700,000	575,336	4,786,311	102%
Investment earnings		140,000	22,417	243,365	174%
Grants and Contracts		1,800,000	-	1,698,741	94%
Other Miscellaneous		196,300	27,904	225,790	115%
Fund Balance		377,250		-	
Transfers		(2,800,000)	(122,999)	(2,305,973)	82%
TOTAL REVENUES		\$ 26,463,019	\$ 2,445,011	\$ 26,495,393	100%
EXPENDITURES					
Salaries and Wages		17,781,414	1,401,169	14,273,339	80%
Operating Expenditures		8,681,605	578,491	5,768,683	66%
Capital Expenditures					
TOTAL EXPENDITURES		\$ 26,463,019	\$ 1,979,660	\$ 20,042,022	76%
		Unrestricted Plant			
		Budget	Current Month	Y-T-D Actual	%
REVENUES					
State Aid:					
Capital/STEM		353,700	-	353,700	100%
Other Miscellaneous					
Fund Balance		3,000,000	-	-	
Transfers		2,000,000	115,620	1,685,153	84%
TOTAL REVENUES		\$ 5,353,700	\$ 115,620	\$ 2,038,853	38%
EXPENDITURES					
Salaries and Wages					
Operating Expenditures					
Capital Expenditures		5,353,700	115,620	2,038,853	38%
TOTAL EXPENDITURES		\$ 5,353,700	\$ 115,620	\$ 2,038,853	38%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 For the period July 1, 2016 to May 31, 2017

Budget Period Expire 92%

Restricted and Auxiliary Funds

		Restricted			
		Budget	Current Month	Y-T-D Actual	%
REVENUES					
Grants and Contracts		6,000,000	183,155	3,922,598	65%
Fund Balance		-			
Transfers		600,000		440,156	73%
TOTAL REVENUES		\$ 6,600,000	\$ 183,155	\$ 4,362,754	66%
EXPENDITURES					
Salaries and Wages		1,053,961	117,448	1,096,520	104%
Operating Expenditures		5,546,039	138,863	2,954,904	53%
Capital Expenditures					
TOTAL EXPENDITURES		\$ 6,600,000	\$ 256,311	\$ 4,051,424	61%
		Auxiliary			
		Budget	Current Month	Y-T-D Actual	%
REVENUES					
Sales and Services		450,000	26,384	156,007	35%
Fund Balance		-			
Transfers		200,000	7,379	180,664	90%
TOTAL REVENUES		\$ 650,000	\$ 33,763	\$ 336,671	52%
EXPENDITURES					
Salaries and Wages		239,746	22,321	242,798	101%
Operating Expenditures		410,254	11,441	93,873	23%
Capital Expenditures					
TOTAL EXPENDITURES		\$ 650,000	\$ 33,762	\$ 336,671	52%

Cash Flows

Cash flows from all activities (YTD)	\$33,233,671
Cash used for all activities (YTD)	\$26,468,970
Net Cash for all activities (YTD)	\$6,764,701

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period July 1, 2016 to June 30, 2017

Budget Period Expire 100%

Tax Supported Funds		General Unrestricted			
		Budget	Current Month	Y-T-D Actual	%
REVENUES					
Primary Tax Levy		14,361,969	239,903	14,399,562	100%
State Aid:					
Maintenance and Operations		1,606,000	-	1,606,000	100%
Equalization		6,081,500	-	6,081,500	100%
Tuition and Fees		4,700,000	219,040	5,005,350	106%
Investment earnings		140,000	29,458	272,823	195%
Grants and Contracts		1,800,000	-	1,698,741	94%
Other Miscellaneous		196,300	12,984	238,774	122%
Fund Balance		377,250	-	-	
Transfers		(2,800,000)	(357,050)	(2,663,023)	95%
TOTAL REVENUES		\$ 26,463,019	\$ 144,335	\$ 26,639,727	101%
EXPENDITURES					
Salaries and Wages		17,781,414	1,747,470	16,020,809	90%
Operating Expenditures		8,681,605	594,674	6,363,357	73%
Capital Expenditures					
TOTAL EXPENDITURES		\$ 26,463,019	\$ 2,342,144	\$ 22,384,166	85%
		Unrestricted Plant			
		Budget	Current Month	Y-T-D Actual	%
REVENUES					
State Aid:					
Capital/STEM		353,700	-	353,700	100%
Other Miscellaneous					
Fund Balance		3,000,000	1,025,087	1,025,087	34%
Transfer		2,000,000	314,847	2,000,000	100%
TOTAL REVENUES		\$ 5,353,700	\$ 1,339,934	\$ 3,378,787	63%
EXPENDITURES					
Salaries and Wages					
Operating Expenditures					
Capital Expenditures		5,353,700	1,339,934	3,378,787	63%
TOTAL EXPENDITURES		\$ 5,353,700	\$ 1,339,934	\$ 3,378,787	63%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 For the period July 1, 2016 to June 30, 2017

Budget Period Expire 100%

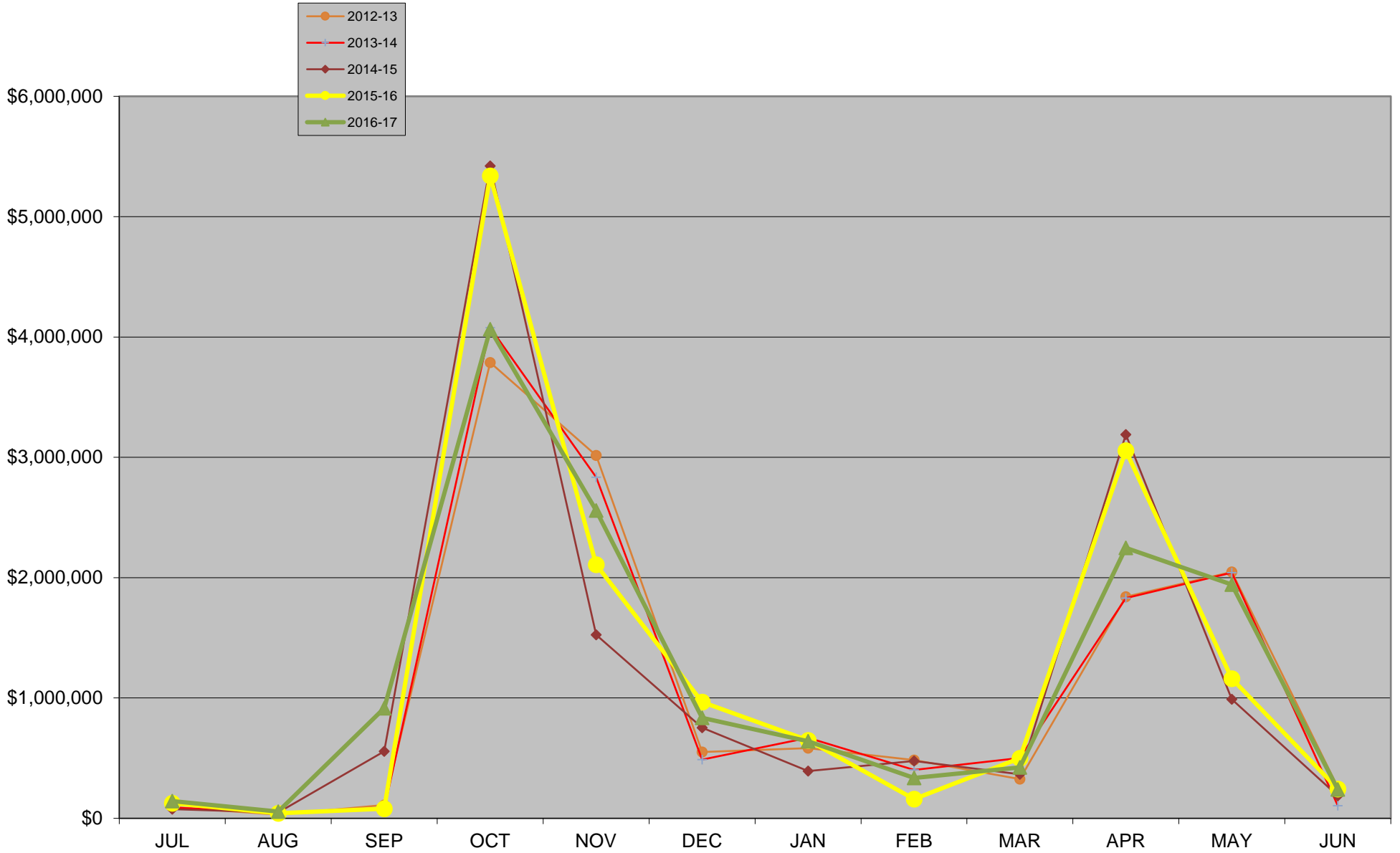
Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,000,000	261,691	4,184,289	70%
Fund Balance	-	-	-	
Transfer	600,000	-	440,156	73%
TOTAL REVENUES	\$ 6,600,000	\$ 261,691	\$ 4,624,445	70%
EXPENDITURES				
Salaries and Wages	1,053,961	99,694	1,196,214	113%
Operating Expenditures	5,546,039	214,539	3,169,443	57%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 6,600,000	\$ 314,233	\$ 4,365,657	66%
Auxiliary				
	Budget	Current Month	Y-T-D Actual	%
REVENUES				
Sales and Services	450,000	14,143	170,150	38%
Fund Balance	-	-	-	
Transfer	200,000	42,203	222,867	111%
TOTAL REVENUES	\$ 650,000	\$ 56,346	\$ 393,017	60%
EXPENDITURES				
Salaries and Wages	239,746	32,712	275,511	115%
Operating Expenditures	410,254	23,634	117,506	29%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 650,000	\$ 56,346	\$ 393,017	60%

Cash Flows

Cash flows from all activities (YTD)	\$35,035,976
Cash used for all activities (YTD)	\$30,521,627
Net Cash for all activities (YTD)	\$4,514,349

Monthly Primary Property Tax Receipts



OPEN POSITIONS

- 1. Network Security Coordinator – Open until filled. 5 applicants.**
- 2. Administrative Systems Analyst – Open until filled. 7 applicants.**
- 3. Coordinator of Administrative Systems and Projects –Open until filled. 7 applicants.**
- 4. Director of Human Resources – First Review July 3, 2017. 6 applicants.**
- 5. Maintenance II – Open until filled. 21 applicants**
- 6. Assistant to Campus Manager – LCC – Open until filled. 8 applicants.**
- 7. Training Coordinator – Closes September 1, 2017.**
- 8. Faculty in Mechatronics – First Review September 5, 2017.**

CLOSED: IN REVIEW

- 1. Jr. Network & Systems Administrator – Closed March 19, 2017. 13 applicants.**
- 2. Systems Support Technician – Closed March 19, 2017. 8 applicants.**

FILLED

- 1. Campus Monitor – PDC – Brenda Silversmith started August 1, 2017. Brenda is currently taking classes at Northland Pioneer College**
- 2. Data Analyst – Shandiin Deputee started her new position July 1, 2017. Shandiin was previously a Learning Assistant.**
- 3. Center Manager-WRV – Ralph Mahkovec started July 1, 2017. Ralph received his Bachelor of Arts from Western Illinois University.**
- 4. Records & Registration Clerk-Veteran Certifying Official– Delceta Morgan started July 10, 2017. Delceta holds three Associate of Science degrees. Two of them are from Crownpoint Institute of Technology and one is from University of New Mexico-Gallup Branch. She received her Bachelor of Science from Nevada State College**
- 5. Faculty in Nursing Assistant Training/Program Coordinator Therese Hayes started August 1, 2017. Theresa received her BAILS from Northern Arizona University and her BSN from the University of North Carolina-Wilmington.**
- 6. Faculty in Mathematics-Jianbo Guo started August 14, 2017. Jianbo received her Bachelor of Science from Henan University. She received a Master of Economics from Henan University and a Master of Science from Florida Atlantic University.**
- 7. Institutional Research Analyst – Judy Yip-Reyes started August 1, 2017. Judy received her Bachelor of Arts from University of Hong Kong, her Master of Arts from Kent State University and her Ph.D. from the University of Southern California**
- 8. Assistant to the Facilities Coordinator – Deborah Cox started July 19, 2017. Deborah received her Certificate of Applied Science from Northland Pioneer College.**
- 9. Support Center Operator (2) – Isaac Hutton started August 1, 2017. Isaac received his AGS from Northland Pioneer College. Jacob Bolding started August 1, 2017. Jacob is currently taking classes at Northland Pioneer College.**
- 10. Faculty in Medical Assistant (2) – Mathew Moore started August 14, 2017. Mathew received his Doctor of Chiropractic from Parker College of Chiropractic. Christina Andre started August 14. Christina received her Associate degree from University of New England and her Bachelor of Science in Nursing from the University of Phoenix.**
- 11. Faculty in English – Luther Riedel started August 14, 2017. Luther received his Bachelor of Arts from Whitman College. He has a Master of Arts from Portland State University and an Master of Arts from the University of Connecticut. He is ABD from Washington State University.**

Navajo County Community College District Governing Board Meeting Minutes

June 20, 2017 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Derrick Leslie; Mr. Daniel Peaches.

Governing Board Member Absent: Mr. George Joe.

Staff Present: President Jeanne Swarhout; Vice President Mark Vest; Chief Operations Officer (COO) Jason Foutz; Chief Information Officer (CIO) PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Michael Chance; Gail Campbell; Everett Robinson; Dr. Eva Putzova; Dr. Debra McGinty; David Huish; Peggy Belknap; Kenny Keith; Betsyann Wilson; Debra Myers; Ann Hess; Terrie Shevat; Linda Kor; Jim Nosek; John Chapin; Josh Rogers; Rebecca Hunt; Bill Fee; Jeremy Raisor; Bobbi Sample; Rickey Jackson; Brian Burson; Amber Hill; Leonard Lee; Shannon Newman; Kathy McPherson.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Lucero called the meeting to order at 10:00 a.m. and asked Mr. Matteson to lead the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

*Mr. Matteson moved to adopt the agenda as presented. Mr. Leslie 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 – CBO Ellison

President Swarhout addressed the Board and noted CBO Ellison was on leave today and provided a review of the Financial Position Report.

Chair Lucero asked if the unfilled positions would remain unfilled due to cost cutting measures. President Swarhout noted that many were due to the difficulty in filling I.S. positions.

Mr. Matteson noted that he was not concerned about the lag in Property Tax receipts as historical data shows similar trends in the past.

4.B. NPC Friends and Family – Director Wilson

Director Wilson addressed the Board and reported on recent activities, successes, and upcoming events for Friends and Family highlighting the first NPC Disc Golf Tournament taking place on Saturday, August 21th, 2017 at the Four Seasons Disc Golf Course in Snowflake, AZ.

4.C. Faculty Association

No Report.

4.D. Human Resources

Written Report.

4.E. NPC CASO

No Report.

4.F. NPC Student Government Association

No Report.

Agenda Item 5: Consent Agenda

- A. **A. May 16, 2017 TNT Hearing Minutes**
- B. **B. May 16, 2017 Budget Hearing Minutes**
- C. **C. May 16, 2017 Special Board Meeting Minutes**
- D. **D. May 16, 2017 Regular Board Minutes**
- E. **E. Dual Enrollment Intergovernmental Agreements** between Navajo County Community College District and Holbrook USD; Joseph City USD; Chinle USD; Snowflake USD.
- F. **F. Update to Policy 1105 – College Service Sites**
- G. **G. Update to Procedure 2036 – DGB Travel**
- H. **H. 2017-2018 Salary and Wage Clarification**

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

Agenda Item 6: Old Business

6.A. Presidential Search

COO Foutz reviewed the RFP for a firm to assist with the search for a new President.

Mr. Matteson confirmed the two firms not recommended were from Arizona. COO Foutz confirmed they were. Mr. Matteson asked if they were of a similar standing to the recommended firm. Mr. Foutz noted they met the minimum requirements but lacked history in Presidential searches for Community College. Mr. Lucero asked what type of searches the other firms had a history of completing. COO Foutz stated they did Higher Ed and Corporate searches but did not have a history of Presidential searches for Community Colleges.

Mr. Matteson asked if the cost proposal was firm. COO Foutz stated the amount would not be exceeded but could still come in less than suggested.

CIO Way mentioned that the RH Perry proposal also offered a good solid timeline whereas the other proposals offered a much more fluid timeframe.

*Mr. Matteson made a motion to approve the recommendation to hire RH Perry as the search firm of choice as presented. Mr. Leslie seconded the motion. **The vote was unanimous in the affirmative.***

President Swarthout reviewed a request to appoint a Presidential Transition Team with the Board.

*Mr. Matteson made a motion to approve the Appointment of a Presidential Transition team as presented. Mr. Leslie seconded the motion. **The vote was unanimous in the affirmative.***

President Swarthout also presented the employees and community members who volunteered to serve on the Presidential Search Committee.

*Mr. Matteson made a motion to accept Matt Weber, NAVIT Superintendent, Hollis Merrill, Snowflake USD Superintendent, Bill Jeffers, Holbrook, Wes King, Faculty in Welding (CTE), Allison Landy, Department Chair Early Childhood Development (Arts & Science), Peterson Yazzie, Faculty in Art 2-D (Arts & Science), Jeanmarie "Gigi" Nielson, Silver Creek Facilities Coordinator, Amber Hill, Controller, Cara Joe-Dukepoo, Hopi Center Manager, Gail Campbell, Associate Dean of Education and College and Career Preparation, and Jane Hawthorne, Community Volunteer from the list of volunteers. Mr. Leslie seconded the motion. **The vote was unanimous in the affirmative.***

Agenda Item 7: New Business

7.A. Request to Approve Respiratory Therapy IGA

Vice President Vest addressed the Board and reviewed the request to approve the Respiratory Therapy IGA noting a representative from Cochise College was present to answer any questions the Board may have.

Mr. Lucero asked how many students would be enrolled, when the program would begin and what location or locations would it be offered in at NPC. Jim Nosek, Program Director from Cochise College stated they were looking at 10 students initially as they are limited to 20 every two years but hoped to increase the number of hospitals to complete clinicals which would mean they could expand in the future. Dean McGinty noted it would just be at the Show Low campus where there is already available space and some equipment. Mr. Nosek mentioned the program would begin in Spring of 2018.

Mr. Leslie asked who the accreditor for the program is. Mr. Nosek responded that they are accredited by the Commission on Accreditation for Respiratory Care (CoARC) who have very high standards. Mr. Leslie asked if clinicals will be set up in IHS facilities where he knows there

is a need. Mr. Nosek responded he is willing to look every possible facility but they are limited in that the students must be seeing heart and lung patients specifically.

Mr. Matteson made a motion to approve the Respiratory Therapy IGA as presented. Mr. Peaches seconded. The vote was unanimous in the affirmative.

7.B. Presentation of Meritorious and Emeritus Awards

Director Huish presented the Meritorious Award to Leonard Lee noting Mr. Lee has worked for the college since 1981 in a variety of positions. Mr. Lee thanked the college, administration, faculty, staff and students for making his long career possible.

Brian Burson presented the Emeritus Award to Shannon Newman highlighting the many achievements and awards she has received throughout the years. Shannon Newman stated that NPC had been great to her and she has appreciated everything she was able to do to make a difference in student lives and the community.

Vice President Vest, noting that Theresa Artz-Howard could not be at the Board meeting today, stated that she would regularly travel for three hours each way to serve students and will be greatly missed.

7.C. Institutional Effectiveness Report

President Swarthout introduced Eva Putzova who was brought on as a consultant in the area. Ms. Putzova presented a report on her progress.

Mr. Lucero asked where Ms. Putzova was based. Ms. Putzova responded that she was based in Flagstaff.

Mr. Matteson commented that Ms. Putzova came highly recommended and is highly qualified and asked how faculty received her. Ms. Putzova responded that so far working with faculty had been a pleasure and looked forward to continuing to help them.

7.D. Scholarship Report

Vice President Vest reviewed the Scholarship report with the Board.

7.E. Request to Approve Miami IGA

Vice President Vest reviewed the request to Approve an IGA with Miami Unified School District noting that the IGA is exactly the same as the rest but with a School District outside of NPC's normal service area.

Mr. Matteson raised his concern about moving into another college's service area. President Swarthout stated that NPC had approached the President of Eastern Arizona College and noted that this could be a one year option till Miami School District can realize an option with either Gila Provisional College or Eastern Arizona College. President Swarthout also noted that until the TALON grant concludes there would be no discussion about moving it outside our current districts.

Vice President Vest noted that some schools within our district would like dual enrollment in classes NPC does not offer and in these cases another district will contact NPC and ask for permission to help.

Mr. Matteson confirmed that no local tax money would be used in the district of Miami.

*Mr. Matteson made a motion to Approve the Miami IGA as presented. Mr. Leslie seconded. **The vote was unanimous in the affirmative.***

Chair Lucero called for a 5 minute break.

7.F. Executive Session Pursuant to 38-431.03(A)(1)

*At 11:17 a.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Peaches seconded the motion. **The motion passed unanimously.***

*At 11:41 a.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Matteson, seconded by Mr. Leslie **and a unanimous vote.***

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

*At 11:41 a.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Leslie seconded the motion. **The motion passed unanimously.***

*At 11:44 a.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Peaches, seconded by Mr. Matteson **and a unanimous vote.***

7.H. Executive Session Pursuant to 38-431.03(A)(1)

*At 11:45 a.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Leslie seconded the motion. **The motion passed unanimously.***

*At 1:24p.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Matteson, seconded by Mr. Leslie **and a unanimous vote.***

7.I. Possible Action on Presidential Contract

*Mr. Matteson made a motion to extend the President's contract for a further year. Mr. Peaches seconded. **The motion passed unanimously.***

7.J. Possible Action on Employee Agreement and Release

*Mr. Matteson made a motion to approve the agreement as written. Mr. Leslie seconded. **The motion passed unanimously.***

7.K. Possible Action on Employee Contract(s)

Mr. Matteson made a motion to instruct the President to prepare and send a letter to the individual stating their contract would be terminated for cause for several reasons. Insubordination for not communicating with staff that they would not fulfill the terms of the

sabbatical, violation of the terms of the newly issued contract which implied they met the requirements to teach the courses they were required to teach, and violation of the sabbatical contract with the board. Mr. Peaches seconded. The vote was unanimous in the affirmative.

Agenda Item 8: Standing Business

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

Vice President Vest provided a report on current SPASC activities. Vice President Vest noted that Accreditation will become a priority for the July meeting and work would start on Priorities III and IV.

Mr. Matteson asked if work on Transportation and Childcare had concluded. Vice President Vest stated that work would continue noting that he had been given a task to look at potential scholarship money for transportation needs. On Childcare the chair of the committee has been asked to follow-up on their top recommendation which was to partner with local communities and provide examples to SPASC.

8.B. President's Report

President Swarthout reported that the Auditors Office has issued a new set of questions regarding the Foster Care Tuition Waiver program.

8.C. Agenda Items/Informational Needs

Mr. Matteson asked for a policy draft to be brought to the Board on removing a non-attending member who has missed 3 consecutive meetings without a valid excuse.

Agenda Item 9: Board Report/Summary of Current Event

None.

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, August 15, 2017.

Agenda Item 11: Adjournment

The meeting was adjourned at 1: 43p.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

Navajo County Community College District Governing Board Meeting Minutes

July 28, 2017 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Peaches.

Governing Board Member Present by Phone: Mr. Derrick Leslie.

Governing Board Member Absent: Mr. George Joe.

Staff Present: President Jeanne Swarhout; Chief Operations Officer (COO) Jason Foutz; Chief Information Officer (CIO) PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Everett Robinson; Ed Gentry; Michael Chance; Bill Fee; Laura Parsons

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Lucero called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

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

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: New Business

4.A. Request to Approve Labor for 11 Network Tower Installs

CIO Way addressed the Board and thanked them for making themselves available for the meeting. CIO Way reviewed the request to Approve Labor for 11 Network Tower Installs.

Chair Lucero asked for some background on why the emergency meeting was required. CIO Way responded that one of the quotes on the agenda expires today and by not getting it approved it could increase the cost to the college between \$40,000 and \$60,000.

Mr. Matteson confirmed that the equipment was purchased from JTS and asked if it had been received. CIO Way confirmed that the equipment had been received but due to the size and volume was not stored on NPC property.

Mr. Matteson asked if any other bids were sought for the installation of the towers. CIO Way explained that only two companies within the USA were capable of completing the install of the equipment that the college required and pricing had ruled the second one out of the running. Mr.

Matteson stated he had researched companies that could install network towers and found two in Phoenix. CIO Way responded that they could not provide the services for the hardware the college would require. Mr. Matteson asked if they had bid out the work. CIO Way commented that they had not bid out this work as this was phase two of the operation and from researching in phase one knew that JTS would be the only option for the college.

Mr. Matteson noted that a sole source option could look bad in the eyes of the public and should not be done without unequivocal evidence to back it up. Mr. Matteson asked why the college had not bid out both equipment and installation. CIO Way stated that this is the procedure the college had followed and the initial phase of this project was approved by the Board in around March 2017. In order to meet the budgeting requirement of the project it was split between budget years and this was the second part of the project. President Swarhout commented, after a search of the records, that the initial item came to the Board in February of 2017 and was approved.

Chair Lucero noted that the previous request was for the hardware associated with the project and this request was now for the labor required. CIO Way agreed.

Mr. Matteson commented that knowing the background story, which hadn't been clear in the summary provided, clarified for him the nature of the request and satisfied the concerns he had about appearance of a sole source request.

Mr. Leslie confirmed that the purchase was already budgeted. CIO Way confirmed that it was.

*Mr. Matteson made a motion to approve Labor for 11 Network Tower Installs from JTS for the amount of \$335,848.79, noting that it was a continuation of a previously approved contract. Mr. Peaches seconded. **The vote was unanimous in the affirmative.***

4.B. Request to Approve Labor for 3 Network Tower Installs

CIO Way addressed the Board and reviewed the request to Approve Labor for 3 Network Tower Installs.

Chair Lucero asked if this was also part of the February contract. CIO Way confirmed that it was. Chair Lucero asked why it was not included along with the other 11 installs. CIO Way responded that the request included different equipment and would also be installations on the White Mountain Apache Tribe land which required JTS to provide recompense for operating there. Mr. Matteson asked if the fee to the tribe was included in the requisition amount. CIO Way confirmed that it was.

*Mr. Matteson made a motion to approve Labor for 3 Network Tower Installs from JTS for the amount of \$59,114.62. Mr. Peaches seconded. **The vote was unanimous in the affirmative.***

4.C. Request to Approve IT Security Software

CIO Way reviewed the request to Approve IT Security Software with the Board noting that staff recommends approval.

Mr. Matteson asked if this purchase was through the state. CIO Way noted the purchase was through a National IPA ensuring the best price for the college.

*Mr. Matteson made a motion to approve the Purchase of IT Security Software in the amount of \$295,685.00 as presented. Mr. Peaches seconded. **The vote was unanimous in the affirmative.***

Agenda Item 5: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, August 15, 2017.

Agenda Item 6: Adjournment

The meeting was adjourned at 10:27 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

A handwritten signature in black ink that reads "Paul Hempsey". The signature is written in a cursive style with a long horizontal flourish at the end.

Paul Hempsey
Recording Secretary to the Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WINDOW ROCK UNIFIED SCHOOL DISTRICT NO. 8**

This Intergovernmental Agreement (“Agreement”) is entered into this 14th day of June, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Window Rock Unified School District No. 8 (“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
WHITERIVER UNIFIED SCHOOL DISTRICT NO. 20**

This Intergovernmental Agreement (“Agreement”) is entered into this 10 day of May, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Whiteriver Unified School District No. 20 (“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
ST. JOHNS UNIFIED SCHOOL DISTRICT NO. 1**

This Intergovernmental Agreement (“Agreement”) is entered into this 15 day of August, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and St. Johns Unified School District No. 1 (“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
ROUND VALLEY UNIFIED SCHOOL DISTRICT NO. 10**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2017, 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

- 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, 2018 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

- 1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;
- 2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;

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

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

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

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

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

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

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

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

4.2 Instructors and Instruction

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

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

4.3 Assessment and Monitoring

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

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

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

4.4 Policy and Procedure

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

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

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

4.5 Students with Disabilities

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

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

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(E) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

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

5.4 Policy and Procedure

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

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

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

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

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by

Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

5.6 Reporting

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

5.7 Facilities and Funding

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

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

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

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

- A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an un-emancipated 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:

Travis Udall, Superintendent
Round Valley Unified School District No. 10
PO Box 610
Springerville, AZ 85938-0610

COLLEGE

SCHOOL DISTRICT

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


By: Travis Udall
Title: Superintendent

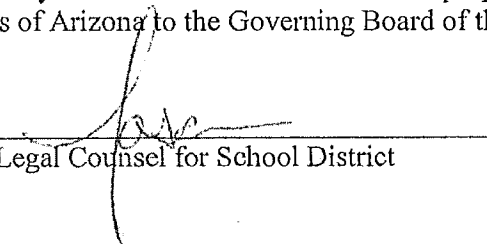
Date

6-21-17
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

If to College:

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


If to School District:

Travis Udall, Superintendent
Round Valley Unified School District No. 10
PO Box 610
Springerville, AZ 85938-0610

COLLEGE

SCHOOL DISTRICT

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



By: Travis Udall
Title: Superintendent

Date

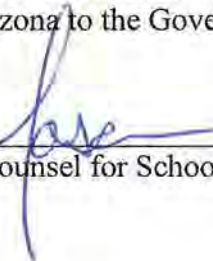


Date

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

By: _____
Legal Counsel for College

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

By: 

Legal Counsel for School District

**EXHIBIT A
FINANCIAL PROVISIONS**

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

1. INSTRUCTORS

Instructors shall be provided as follows: *(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 Seventy-two Dollars (\$72) 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)

\$1,582,100

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.

-FALL DE CLASSES-

COURSE	TITLE	SEMESTER	INSTRUCTOR	CREDITS
BUS 100	INTRODUCTION TO BUSINESS	FALL	PENA	3.0
BUS 105	TECHNIQUES OF SUPERVISION	FALL	PENA	3.0
BUS 106	TECHNIQUES OF PERSONAL FINANCE	FALL	PENA	3.0

-SPRING DE CLASSES-

BUS 110	SMALL BUSINESS MANAGEMENT	SPRING	PENA	3.0
BUS 125	PAYROLL ACCOUNTING	SPRING	PENA	3.0
BUS 128	MICROSOFT EXCEL APPLICATIONS FOR BUSINE	SPRING	PENA	3.0
BUS 215	PRINCIPLES OF RETAIL MANAGEMENT	SPRING	PENA	3.0

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

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2017, between Navajo County Community College, dba Northland Pioneer College (“College”), and Hopi Junior/Senior High School (“School”) (collectively “Parties”).

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it [*Effective Date*].
- B. The term of this Agreement shall be from the Effective Date through June 30, 20[___].

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Instructors and Instruction

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

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

4.3 Assessment and Monitoring

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

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

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

4.4 Policy and Procedure

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

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

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

4.5 Students with Disabilities

A. After notification from School of a student's need, if College is providing the instructor, College will cooperate with School to ensure the instructor complies with Section 504 of the

Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (“IDEA”), as applicable. College shall work with School in determining appropriate accommodations or special education services, however, School shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

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

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL

5.1 General Course Requirements

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

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

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

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

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

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

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

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

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

5.4 Policy and Procedure

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

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

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

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

5.5 Students with Disabilities

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

5.6 Reporting

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

5.7 Facilities and Funding

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

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

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School shall remain an employee of School, and shall be subject to the terms and conditions of the instructor’s employment contract and School policy, but shall also be subject to continuing approval by College. Should a School instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor’s employment

contract and College policy, but shall also be subject to School policy. Should a College instructor violate School procedure or policy, School may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School in writing of such substitution.

6.2 Student

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

6.3 Removal from Course

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

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

School and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

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

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

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

7.4 Billing Format

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

8. RECORDS

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

comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 Risk to Health or Safety

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

10.3 No Relief from Obligations

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

10.4 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 2009-09, which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the ADA.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

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

If to School:

Mr. Albin Naha, Interim Superintendent
Hopi Junior/ Senior High School
P.O. Box 337
Keams Canyon, AZ 86034

EXHIBIT A

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

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

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

2. PAYMENTS TO THE SCHOOL

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

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

TUITION:

College tuition is Seventy-two Dollars (\$68) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

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

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

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

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

5. FINANCIAL AID

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

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL AND COLLEGE

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

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

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

Not applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$1,582,100

Portion of that FTSE distributed to School :

(Specify percentage or dollar amount)

Less than 1%

Amount School returned to College:

-0-

EXHIBIT B

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

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

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

The number of students admitted for any Dual Enrollment Course shall not be less than six (6) students per section and shall not exceed a maximum of thirty (30) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
ENL101	COLLEGE COMPOSITION I-DUAL ENR.	3.00	FALL	CARPENTER, RON
ENL102	COLLEGE COMPOSITION II-DUAL ENR.	3.00	SPRING	CARPENTER, RON

Board Attendance Policy

Recommendation:

Staff recommends District Governing Board consideration of a board policy regarding member absences.

Summary:

At the request of the District Governing Board at the June 20, 2017 meeting, staff conducted research on community college policies on absences of members from board meetings. At the conclusion of research, staff proposes the attached policy for board consideration. Staff research included relevant Arizona Statutes and policies of other community colleges.

Proposed District Governing Board Policy on Member Absences from Board Meetings:

The Association of Community College Trustees provides a perspective on board responsibilities and notes that ... " Effective boards form a cohesive group to articulate and represent the public interest, establish a climate of learning and monitor the effectiveness of the institution". Among the board's responsibilities, according to ACCT, are:

1. Act as a unit
2. Represent the community and serve the public good
3. Establish policies to support the mission of the institution
4. Employ, evaluate the College President
5. Create a culture of evidence that monitors institutional performance.

The Higher Learning Commission, which accredits Northland Pioneer College, notes in its Criteria for Accreditation (CRRT.B.10.010) the following components and subcomponents of criteria regarding Governing Boards:

- 2.A. The institution operates with integrity in its financial, academic, personnel, and auxiliary functions; it establishes and follows policies and procedures for fair and ethical behavior on the part of its governing board, administration, faculty, and staff.
- 2.C.1. The governing board's deliberations reflect priorities to preserve and enhance the institution.
- 2.C.2. The governing board reviews and considers the reasonable and relevant interests of the institution's internal and external constituencies during its decision-making deliberations.
- 2.C.4. The governing board delegates day-to-day management of the institution to the administration and expects faculty to oversee academic matters.
- 5.B.1. The governing board is knowledgeable about the institution; it provides oversight of the institution's financial and academic policies and practices and meets its legal and fiduciary responsibilities.

In order for the District Governing Board of Northland Pioneer College to function effectively and within the above best practice while ever mindful of the mission of the college and quality improvement, it is essential for District Governing Board members to attend all meetings unless prevented by illness or unforeseen and unavoidable circumstances. Absences from meetings must be excused by the Board Chair either prior or as soon as possible after such meeting is missed. If the Board Chair finds it necessary to be absent at a meeting, the Secretary to the board will function as the reporting individual. Board members should make every effort to attend a board meeting and can avoid unnecessary absences by connecting to the meeting telephonically. For the purpose of this policy, board meetings include regular, study sessions and special meetings.

If a board member is absent, without excuse from the chair, 50% of meetings in a calendar year or 3 or more consecutive meetings (ARS 38-291), the board has the right (obligation) to declare the board seat vacant and call for action, on the part of the Navajo County School Superintendent, to fill the board vacancy. The board's decision to declare a seat vacant due to unexcused absences must be conducted by voice vote.