

# Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **September 19, 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 18<sup>th</sup> day of September 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](http://www.npc.edu)

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

# Governing Board Meeting Agenda

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

**Date:** September 19, 2017

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
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.	<b>Reports:</b>	
	A. Financial Position.....	CBO Ellison
	B. NPC Friends and Family .....	Director Wilson
	C. NPC Faculty Association.....	Pat Lopez
	D. Human Resources.....	Written Report
	E. CASO.....	Written Report
	F. NPC Student Government Association .....	Written Report
5.	Consent Agenda.....(Action)	Chair Lucero
	A. August 15, 2017 Regular Board Meeting Minutes	
	B. August 15, 2017 Special Board Meeting Minutes	
	C. Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Red Mesa USD; Show Low USD; Winslow USD.	
	D. 2016 - 2017 Intergovernmental Agreement between Navajo County Community College District and NATIVE.	
	E. 2017 - 2018 Intergovernmental Agreement between Navajo County Community College District and NATIVE.	
	F. Policy 1107	
6.	<b>Old Business:</b>	
	A. Presidential Search.....(Action)	COO Foutz
7.	<b>New Business:</b>	
	A. Request to Approve Mission, Vision, Values .....(Action)	President Swarthout
	B. Request to Approve College Seal(s) .....(Action)	President Swarthout
	C. Request to Approve Budget Development Calendar .....(Action)	CBO Ellison
	D. Request to Approve Smartnet Contract Renewal .....(Action)	CIO Way
8.	<b>Standing Business:</b>	
	A. Strategic Planning and Accreditation Steering Committee Report .....	Vice President Vest
	B. President's Report .....	President Swarthout
	C. DGB Agenda Items and Informational Needs for future Meetings.....	Chair Lucero
9.	Board Report/Summary of Current Events.....	Board Members
10.	Announcement of Next Regular Meeting..... <b>October 17, 2017</b>	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**

Post Office Box 610 • Holbrook, AZ 86035 • 928 534-7311 • Fax 928 534-7312 • www.npc.edu

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2017 to July 31, 2017

Budget Period Expired

8%

Tax Supported Funds				
General Unrestricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	14,834,954	85,116	85,116	1%
State Aid:				
Maintenance and Operations	1,649,000	412,250	412,250	25%
Equalization	6,672,100	1,668,025	1,668,025	25%
Tuition and Fees	4,800,000	298,768	298,768	6%
Investment earnings	140,000	53,495	53,495	38%
Grants and Contracts	1,500,000	-	-	0%
Other Miscellaneous	200,000	23,615	23,615	12%
Fund Balance	400,000			
Transfers	(2,900,000)	(81,776)	(81,776)	3%
<b>TOTAL REVENUES</b>	<b>\$ 27,296,054</b>	<b>\$ 2,459,493</b>	<b>\$ 2,459,493</b>	<b>9%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	17,964,196	969,821	969,821	5%
Operating Expenditures	9,331,858	768,227	768,227	8%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 27,296,054</b>	<b>\$ 1,738,048</b>	<b>\$ 1,738,048</b>	<b>6%</b>
<b>Unrestricted Plant</b>				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
State Aid:				
Capital/STEM	369,100	92,275	92,275	25%
Other Miscellaneous				
Fund Balance	3,000,000			
Transfers	2,000,000		-	0%
<b>TOTAL REVENUES</b>	<b>\$ 5,369,100</b>	<b>\$ 92,275</b>	<b>\$ 92,275</b>	<b>2%</b>
<b>EXPENDITURES</b>				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	5,369,100	52,445	52,445	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,369,100</b>	<b>\$ 52,445</b>	<b>\$ 52,445</b>	<b>1%</b>

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 July 1, 2017 to July 31, 2017

Budget Period Expired 8%

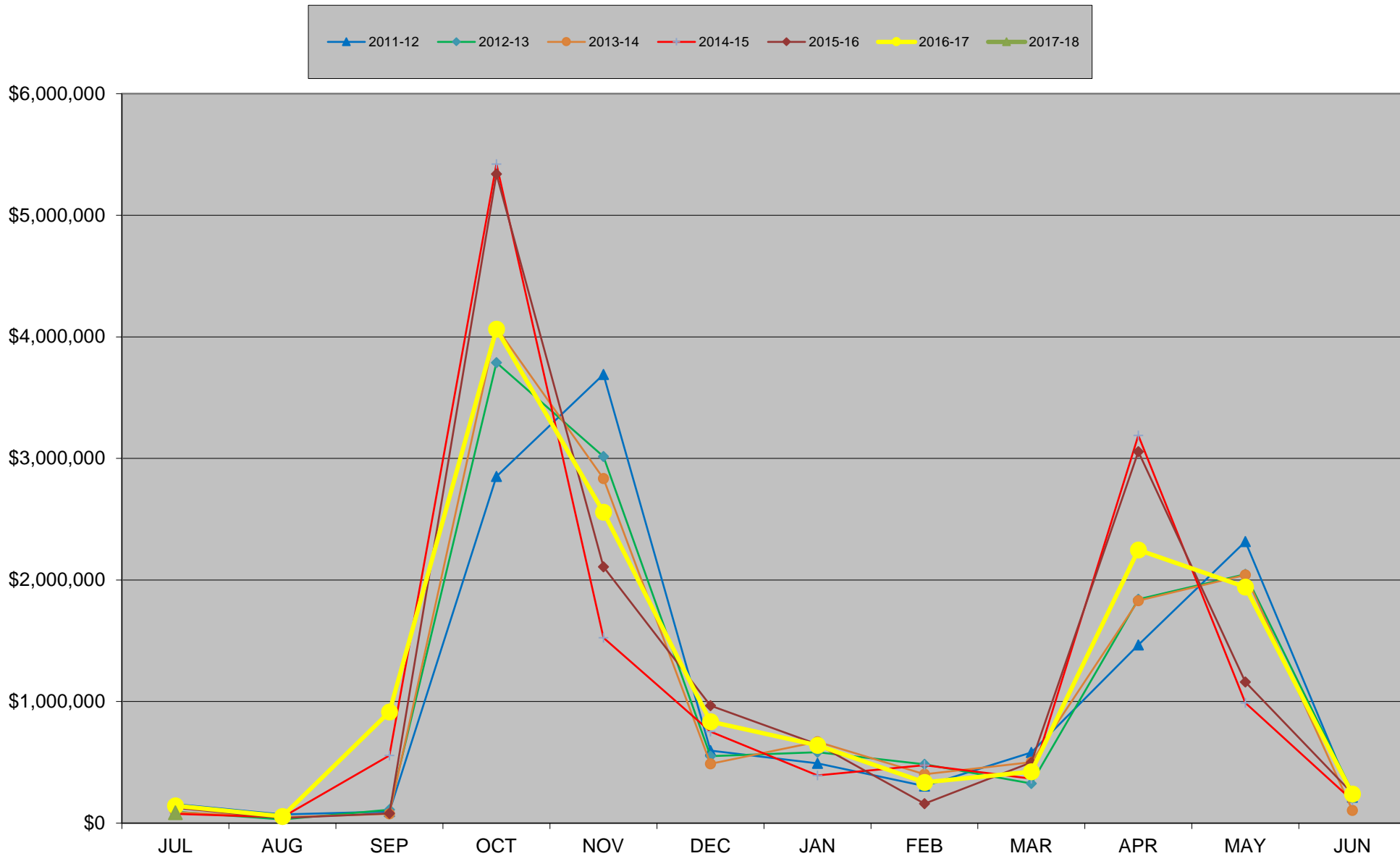
**Restricted and Auxiliary Funds**

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	6,000,000	49,540	49,540	1%
Fund Balance	-			
Transfers	600,000	62,629	62,629	10%
<b>TOTAL REVENUES</b>	<b>\$ 6,600,000</b>	<b>\$ 112,169</b>	<b>\$ 112,169</b>	<b>2%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	917,965	85,455	85,455	9%
Operating Expenditures	5,682,035	26,714	26,714	0%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,600,000</b>	<b>\$ 112,169</b>	<b>\$ 112,169</b>	<b>2%</b>
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	350,000	15,507	15,507	4%
Fund Balance	-			
Transfers	300,000	19,147	19,147	6%
<b>TOTAL REVENUES</b>	<b>\$ 650,000</b>	<b>\$ 34,654</b>	<b>\$ 34,654</b>	<b>5%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	297,580	22,256	22,256	7%
Operating Expenditures	352,420	12,398	12,398	4%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 650,000</b>	<b>\$ 34,654</b>	<b>\$ 34,654</b>	<b>5%</b>

**Cash Flows**

Cash flows from all activities (YTD) .....	\$2,698,591
Cash used for all activities (YTD) .....	<b>\$1,937,316</b>
Net Cash for all activities (YTD) .....	\$761,275

### Monthly Primary Property Tax Receipts



**DGB Human Resources Update  
September 19, 2017**

**OPEN POSITIONS**

1. **Administrative Systems Analyst – Open until filled. 9 applicants.**
2. **Coordinator of Administrative Systems and Projects –Open until filled. 9 applicants.**
3. **Maintenance I & II – Closes September 15, 2017. 13 applicants**
4. **Faculty in Mechatronics – First Review September 5, 2017. 3 applicants**
5. **Faculty in Computer Information Systems – Open until filled – First review October 16, 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.**
3. **Training Coordinator – Closed September 1, 2017. 12 applicants**
4. **Records & Registration Grade Entry Clerk – Closed September 7, 2017. 3 applicants**
5. **Payroll Manager – Closed September 10, 2017. 5 applicants**
6. **Director of Human Resources – Closed September 1, 2017. 9 applicants.**

**FILLED**

1. **Assistant to Campus Manager – LCC – Dana Soper started September 1, 2017.**
2. **Learning Assistant – Tiffani Martin started August 1, 2017. Tiffani received her Associates degree from NPC.**

## CASO Report for September 2017

We had a very successful Silent Auction at convocation to raise money for student scholarships.

Because of the generosity of NPC employees who donated and purchased auction items, we were able to raise \$1915.

We are very grateful to all who so generously supported CASO.

Ina Sommers  
CASO President



## Student Government Association

- SGA has had several meetings since August 18. There are 10-15 members who have either submitted applications or have expressed interest and have been given applications.
- SGA and NPC Recruitment will be holding the first EagleFest at PDC on October 28<sup>th</sup> from 10AM-2PM. All departments have been invited to have booths and/or hold presentations.
- Several members of SGA voiced interest in organizing a relief fund for Hurricane Harvey. Student Activities Coordinator, Ryan Orr, contacted Steve Peru at United Way and is working out the details for what will now possibly a Harvey/Irma relief fund overseen by SGA.
- Elections are in process now for SGA officers. Surveys have been sent to the student body to elect senators and officers will be in place by October.
- The deadline for the laptop scholarship was September 15 and Student Government will be awarding these scholarships by October.
- Several other points of interest brought to the table in SGA meetings: “Faculty/Professor of the Semester” awards chosen by the student body; possible future SGA scholarships for members and officers; additional outdoor seating areas at campuses/centers; fund raising events for SGA budget increases

# Navajo County Community College District Governing Board Meeting Minutes

August 15, 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. Daniel Peaches; Mr. James Matteson; Mr. George Joe; Mr. Derrick Leslie.

**Governing Board Member Absent:**

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

**Others Present:** Kim Reed; Everett Robinson; Betsyann Wilson; Peggy Belknap; Matt Weber; Ed Gentry; Linda Kor; Gail Campbell; Bill Fee; Pat Lopez.

**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. Peaches 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**

CBO Ellison addressed the Board and reviewed the Financial Position Report noting revenues for the 2016-17 year came in slightly above what was expected.

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

Director Wilson addressed the Board and stated the yearly audit of Friends and Family was complete and would be presented to the Friends and Family Board soon. Director Wilson also relayed the success of the first Disc Golf tournament at the weekend and will look forward to making this an annual event.

**4.C. Faculty Association**

Pat Lopez addressed the Board and introduced herself as the new Faculty Association President before providing a brief report on Faculty Association events. Pat Lopez noted that, of eleven new Faculty hires, two were returning employees and many were current adjuncts, which speaks



highly of the college work environment. Faculty would also like to play a major role in implementation and revisions of the distance classroom environments.

Mr. Matteson asked if Pat Lopez would be part of the Presidential Search process. Pat Lopez responded that she was not part of the hiring committee but would look forward to providing feedback at any forums that were arranged.

#### **4.D. Human Resources**

A written report was provided for the Board.

#### **4.E. NPC CASO**

No Report.

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

No Report.

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

- 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 Hopi Jr/Sr High School; Round Valley USD; St. Johns USD; Whiteriver USD; Window Rock USD.

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

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

##### **6.A. Presidential Search**

COO Foutz provided an update on the Presidential Search process noting that a Special Board meeting was planned for later this morning to give the Board an opportunity to speak to the search firm hired to help the college.

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

##### **7.A. Institutional Effectiveness Update**

Mark Vest addressed the Board and provided an update on Institutional Effectiveness at the college in Eva Putzova's absence.

Mr. Matteson asked how students could be encouraged to complete surveys. Mark Vest responded that a number of methods were tried, with a control group, and found the best response was received from building a link into the Moodle shell as an assignment.



Mr. Joe suggested that students could be stopped from taking their final exam before completing a survey. Mark Vest responded that it would indeed be an option but currently Moodle was not mandatory for faculty to use and could end up spoiling data where students put anything down just to move forward with their classwork. Dr. Swarhout noted that Eva Putzova was going to be looking at changes to the student survey for the college, potentially splitting it in two and offering on separate semesters.

### **7.B. Board Attendance Policy**

President Swarhout addressed the Board and stated, per a Board request at the June Board meeting, she had researched and was now presenting a draft of a Board policy on attendance.

Mr. Matteson noted that he had also researched the statutes concerned and had concluded that the policy encapsulates the responsibility and obligations of the Board to attend meetings and take action on absences.

*Mr. Matteson made a motion to approve the draft, with the word obligation rather than right, as presented. 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 addressed the Board and provided a report on current SPASC activities highlighting information the college received at Convocation.

Mr. Matteson asked if there would be a new Chair from SPASC who will be reporting to the Board. Vice President Vest responded that he believed the President's intent was to have the committee elect their own chair, who would then report to the Board.

Mr. Leslie asked if some sort of process was in place to make sure the committee continues to function and if there was a timeframe discussed for changes to be implemented. President Swarhout mentioned that the committee would still be able to call upon any and all of the Administration and all shared governance still reports through the President. The Administrators would start the withdrawal process almost immediately and hope to be completely out by January.

Mr. Matteson asked about Transportation, in particular, as it related to the Winslow campus. Vice President Vest noted that students, from North and South of Winslow, would most likely utilize the new pilot programs to get to Winslow and then students from Winslow may need to utilize the options to make it to Holbrook for Welding or Mechatronics courses, so cars and vans may be both arriving and departing from that campus regularly.

Mr. Matteson asked if the Childcare partnership would provide a connection with the Early Childhood Development department. Vice President Vest responded that the college would bring curriculum and faculty expertise to the partnership and students would have opportunities to gain practical experience working with children. Chair Lucero asked if NPC faculty are fingerprinted.



Vice President Vest responded that they were not and, as they were providing oversight and teaching and not childcare, they were not required to be. Students in Healthcare, Law Enforcement, and Childcare courses were already required to be fingerprinted.

### **8.B. President's Report**

President Swarthout reported that there was some dissension within the Arizona Community College Coordinating Council with regard to the Legislative Agenda that they were working thorough and they would not have a Decision Package going to the Governor's Office.

### **8.C. Agenda Items/Informational Needs for Future Meetings**

Mr. Lucero asked when the options would come to the Board on the future of the college. President Swarthout commented that she hoped to have it on the October agenda.

Mr. Matteson asked for information on the Miami USD agreement. Vice President Vest noted that it was a standard Dual Enrollment agreement with a couple of minor amendments to ensure Navajo County funds were not being spent out of district.

Mr. Matteson asked if there was any move in Arizona to bring Four-year degrees to Community Colleges. President Swarthout noted that she had not heard of anything recently and it would require a Statutorial change.

Mr. Lucero asked for information on dues at the NATC.

President Swarthout asked Board members if they would like regular reports on Program Review summaries and from the Assessment of Student Learning Committee. The board agreed they would find it helpful.

### **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, September 19, 2017.

### **Agenda Item 11: Adjournment**

*The meeting was adjourned at 11:15 a.m. upon a motion by Mr. Matteson, a second by Mr. Leslie, and a unanimous affirmative vote.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

Navajo County Community College District Governing Board Meeting – 08/15/17 – Page 4 of 4



# Northland Pioneer College

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

# Navajo County Community College District Governing Board Special Meeting Minutes

August 15, 2017 – 11:30 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

---

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

**Governing Board Member Absent:**

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

**Others Present:** Kim Reed; Everett Robinson; Peggy Belknap; Matt Weber; Ed Gentry; Linda Kor; Gail Campbell; Pat Lopez.

**Others Present by Phone:** Mr. Jesse Thompson; Mr. John Hutchinson.

## **Agenda Item 1: Call to Order**

Chair Lucero called the meeting to order at 11:30 a.m.

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

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

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

None.

## **Agenda Item 4: Old Business**

### **4.A. Presidential Search**

Mr. Jesse Thompson and Mr. John Hutchinson, from the firm RH Perry and Associates, introduced themselves to the Board and offered to answer any questions the Board may have. Mr. Hutchinson stated that he had three main questions he would like the Board to answer. These are:

1. What are the significant challenges facing Northland Pioneer College?
2. What opportunities do you see for Northland Pioneer College in the future?
3. What are the particular skills, experiences, and qualifications would you like to see in your next President?

The Board discussed their answers with the representatives from the search firm.

Navajo County Community College District Governing Board Meeting – 08/15/17 – Page 1 of 2



# Northland Pioneer College

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

Mr. Thompson asked when the Higher Learning Commission Accreditation visit was scheduled for. President Swarhout responded that it was due in 2019-20.

Mr. Thompson asked for the breakdown of Revenues within the College which CBO Ellison provided. Mr. Thompson asked for the Trend within State appropriations. CBO Ellison responded that there had been a decline overall but also a shift in funding having had more for maintenance and less in Equalization ten years ago which is now reversed.

Mr. Joe asked what experience the representatives have with Presidential Searches for tribal colleges. Mr. Hutchinson responded that he had a lot of work experience with Tribal colleges but not related to a search for a President.

**Agenda Item 5: Announcement of Next Regular Meeting:** Regular District Governing Board meeting on Tuesday, September 19, 2017.

**Agenda Item 6: Adjournment**

*The meeting was adjourned at 12:19 a.m. upon a motion by Mr. Matteson, a second by Mr. Joe, and a unanimous affirmative vote.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board





**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
RED MESA UNIFIED SCHOOL DISTRICT NO. 27**

This Intergovernmental Agreement ("Agreement") is entered into this 2nd day of August, 2017, between Navajo County Community College District, dba Northland Pioneer College ("College"), and Red Mesa Unified School District No. 27 ("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  
SHOW LOW UNIFIED SCHOOL DISTRICT NO. 10**

This Intergovernmental Agreement (“Agreement”) is entered into this 13<sup>th</sup> day of July, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Show Low Unified School District No. 10 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
WINSLOW UNIFIED SCHOOL DISTRICT NO. 1**

This Intergovernmental Agreement (“Agreement”) is entered into this 10 day of August, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Winslow 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

- 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:

Cyndie Mattox, Superintendent  
Winslow Unified School District No. 1  
P.O. Box 580  
Winslow, AZ 86047

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarthout, Ph.D  
Title: President

*Cyndie Mattox*  
By: Cyndie Mattox,  
Title: Superintendent

Date

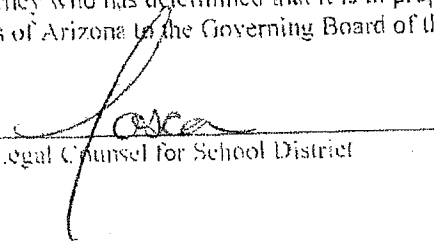
Date

*8/10/17*

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)*

Not applicable

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Invoices to be sent to the School District:

*(specify administrator and address)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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-**

<b>COURSE</b>	<b>TITLE</b>	<b>INSTRUCTOR</b>	<b>CREDITS</b>
ENL101 62022	COLLEGE COMPOSITION 24	-MTWRF- 8:45a- 9:40a GILE, CHARL	3
DRF230 64138	ARCHITECTURAL DRAFT 3	-MTWRF- 11:00a-11:59a TURLEY, TOD	3
DRF250 64139	AUTOCAD II 3	-MTWRF- 11:00a-11:59a TURLEY, TOD	3
DRF120 61221	TECHNICAL DRAFTING 16	-MTWRF- 9:55a-10:55a TURLEY, TOD	3
DRF130 61228	ARCHITECTURAL DRAFT 16	-MTWRF- 9:55a-10:55a TURLEY, TOD	3

**-SPRING DE CLASSES-**

<b>COURSE</b>	<b>TITLE</b>	<b>INSTRUCTOR</b>	<b>CREDITS</b>
ENL102 70 72142	COLLEGE COMPOSITION 19 0	-MTWRF- 11:30a-12:30p GILE, CHARL	3.00 01/02/
DRF150 70 71336	AUTOCAD I 14 9249	-MTWRF- 9:55a-10:55a TURLEY, TOD	3.00 01/02/
DRF200 70 71338	APPLIED DRAFTING AND 0 9249	-MTWRF- 9:55a-10:55a TURLEY, TOD	2.00 01/02/
DRF220 70 71341	TECHNICAL DRAFTING I 13 9249	-MTWRF- 9:55a-10:55a TURLEY, TOD	3.00 01/02/
DRF250 70 71348	AUTOCAD II 0 9249	-MTWRF- 9:55a-10:55a TURLEY, TOD	3.00 01/02/
DRF252 08 71351	AUTOCAD PRODUCTIVITY 3 9317	-MTWRF- 11:00a-12:00p TURLEY, TOD	3.00 01/02/

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION**

This Intergovernmental Agreement (“Agreement”) is entered into this 14 day of August, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Northeast Arizona Technological Institute of Vocational Education (“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, 2017.

### **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:

Ron Tsosie, Superintendent  
NATIVE District  
P.O. Box 710  
Kayenta, AZ 86033

COLLEGE

SCHOOL DISTRICT

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

  
By: Ron Tsosie  
Title: Superintendent

Date

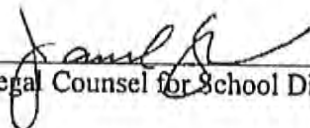
Date



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:  for Mangum, Wall, Stroup & Warden, PLLC  
Legal Counsel for School District

**EXHIBIT A  
FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

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

**2. PAYMENTS TO THE SCHOOL DISTRICT**

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

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

**TUITION:**

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

**ADDITIONAL FEES AND/OR COSTS:**

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

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

**4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS**

*Check the appropriate line:*

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

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

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

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

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

**5. FINANCIAL AID**



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

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

**6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE**

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

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

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

Not applicable  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION**

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*

\$1,618,200

Portion of that FTSE distributed to School District:

*(Specify percentage or dollar amount)*

Less than 1%

Amount School District returned to College:

-0-

## EXHIBIT B

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

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

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

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

COURSE	TITLE	CREDITS	SEMESTER	LOCATION	INSTRUCTOR
HES	MEDICAL TERMINOLOGY	3	FALL 2017	CHINLE HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	GANADO HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	MANY FARMS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	RED MESA HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	RED VALLEY HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	MONUMENT VALLEY HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	WINDOW ROCK HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	TUBA CITY HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	VALLEY/SANDERS HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2017	NATIVE CENTRAL/GREYHILLS HS	KATHY REYNOLDS

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION**

This Intergovernmental Agreement (“Agreement”) is entered into this 16 day of August, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Northeast Arizona Technological Institute of Vocational Education (“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

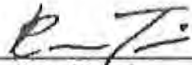
If to School District:

Ron Tsosie, Superintendent  
NATIVE District  
P.O. Box 710  
Kayenta, AZ 86033

COLLEGE

SCHOOL DISTRICT

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

  
By: Ron Tsosie  
Title: Superintendent

Date

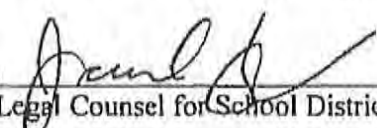
Date

8/16/17

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)*

Not applicable

Invoices to be sent to the School District:

*(specify administrator and address)*

_____	_____
_____	_____
_____	_____

**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.

COURSE	TITLE	CREDITS	SEMESTER	LOCATION	INSTRUCTOR
HES	MEDICAL TERMINOLOGY	3	FALL 2016	CHINLE HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	GANADO HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	PINON HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	RED MESA HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	MONUMENT VALLEY HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	WINDOW ROCK HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	TUBA CITY HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	VALLEY/SANDERS HS	KATHY REYNOLDS
HES	MEDICAL TERMINOLOGY	3	FALL 2016	NATIVE CENTRAL/GREYHILLS HS	KATHY REYNOLDS

## **Policy 1107 Geographical Locations of Campuses and Centers**

1. The Little Colorado Campus includes the Winslow area.
2. The Painted Desert Campus includes the Holbrook, Joseph City, Woodruff, and the Sun Valley areas.
3. The Silver Creek Campus includes Snowflake, Taylor, and the White Mountain Lakes areas.
4. The White Mountain Campus includes Show Low, Lakeside, Pinetop, and surrounding areas.
5. The current centers are:
  1. Whiteriver Center includes Whiteriver, Cibecue, and all adjacent White Mountain Apache Reservation communities.
  2. Hopi Center includes all of the Hopi communities and those Navajo reservation communities adjacent to the Hopi reservation.
  3. Kayenta Center includes all those areas adjacent to the Kayenta Center.
  4. St. Johns Center.
  5. Springerville/Eagar Center.
6. All other course sites encompass the communities that they are located in and offerings are limited to specific requests and by available facilities and staff.

(Rev 08/28/17)

## Request to Approve Mission, Vision, and Values

### **Recommendation:**

Staff recommends changes to the Northland Pioneer Mission Statement, Vision, and Values as presented in the attached document.

### **Summary:**

The Strategic Planning and Accreditation Steering Committee (SPASC) appointed a small task force to review the Mission, Vision and Values for NPC, recommending simplification of particularly the Values. The task force met and eliminated the values, incorporating the main intent of the Values into a simplified version of the Visions. The Task Force also recommended changing one word in the Mission Statement, replacing “creating” with “provides” At the fall 2017 College Convocation, the entire staff of the college was encouraged to review the new Mission and Vision statements for the college and contribute feedback to SPASC. SPASC then reviewed resulting changes (minor) and modified the Vision language slightly. After all-college review and SPASC approval, staff presents the Mission and Vision statements to the District Governing Board for final approval.



# **NPC Mission, Vision, and Values**

## **Mission:**

Northland Pioneer College provides, supports and promotes lifelong learning.

## **Our Shared Vision:**

NPC provides a learner centered environment, responds to community needs through effective and innovative service to our students, and fosters professional growth and collegial collaboration.

## **Our Shared Values:**

**NPC upholds the following values:**

A quality learning environment

Diversity and accessibility

Integrity and accountability

Collaboration toward success

## Request to Approve College Seal(s)

### Recommendation:

Staff recommends the District Governing Board approve an Official Seal for college documents, required on specific documents recognized externally. Staff also recommends an alternative, electronic version of the seal to be used on common internal and external documents.

### Summary:

Specific College documents require a method, standardly official seal embossment, to identify items, such as transcripts and diplomas, as issued directly from the institution. Seal embossment allows other institutions and entities to recognize official institution documents and assists in identifying transcript and diploma fraud. The college currently uses Attachment 1 as the official, embossed seal for the institution. The staff recommends that the District Governing Board recognize this attachment as the Official Seal of the college.

There are a number of other seal versions, used as “logos” on college letterhead and other documents which use a modified version of the seal. This logo has not been modified since 1974. Many of these documents require the use of an electronic seal in today’s environment. Attachment 2 shows such a proposed version, currently commonly used, which staff recommends be used as the electronic version of the Official Seal. Both recognition of the Official Seal and an alternative, electronic version allows the college to standardize its materials.









## **REQUEST TO APPROVE 2018-19 STRATEGIC PLANNING AND BUDGET DEVELOPMENT CALENDAR**

**Recommendation:**

Staff recommends approval of the 2018-19 Strategic Planning and Budget Development Calendar.

**Summary:**

The Strategic Planning and Budget Development Calendar is similar to the previous year. Staff will review the proposed strategic planning and budget development for 2018-19 and answer questions.



# STRATEGIC PLANNING AND BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2018 – 2019

PROPOSED

ACTIVITY	RESOURCE	DUE BY
1. Receive & approve calendar	DGB	19 September
2. Receive draft strategic plan	DGB	19 September
3. Approve strategic plan	DGB	17 October
4. Develop operational plans	SPASC	18 October
5. Executive team receives operational plans	SPASC	19 December
6. ERC receives wage/salary recommendations	FA-CASO	19 December
7. Receive and approve budget assumptions & overview	DGB	19 December
8. Review current strategic plan/budget at convocation	SPASC	8 January 2018
9. Solicit input for upcoming strategic plan at convocation	SPASC	8 January
10. Distribute budget materials for operational & capital	Fin Svcs	9 January
11. SPASC receives wage & salary recommendation	ERC	12 January
12. President receives wage & salary recommendation	SPASC	1 February
13. Financial Services receives budget requests	Department Managers	5 February
14. Review of operational & capital plans/budget requests	Executive Team	12 February
15. Receive introductory budget analysis	DGB	20 February
16. Receive wage and salary recommendation	DGB	20 February
17. Receive tuition and fee schedules	DGB	20 February
18. Budget hearings	SPASC	2 March
19. Receive preliminary budget analysis	DGB	20 March
20. Receive operational plans	DGB	20 March
21. Approve salary schedules	DGB	20 March
22. Approve tuition and fee schedules	DGB	20 March
23. Receive complete budget analysis	DGB	17 April
24. Adopt tentative budgets & approve publication	DGB	17 April
25. Publish notice of budget public hearing/TNT hearing	CBO	27 April
26. Develop priorities for upcoming strategic plan	DGB	28 April
27. Publish notice of TNT hearing (2)	CBO	3 May
28. Publish notice of budget public hearing (2)/TNT hearing (3)	CBO	10 May
29. Conduct taxpayer public hearings	DGB	15 May
30. Adopt property tax levy and final budgets	DGB	15 May
31. Notify PTOC of primary property tax levy	CBO	18 May
32. Submit tax levy to Navajo County	CBO	18 May
33. Develop upcoming strategic plan draft	SPASC	31 July
34. Present strategic plan report & new draft at convocation	SPASC	13 August
35. Receive input for future strategic plans at convocation	SPASC	13 August
36. Receive annual report on strategic planning	DGB	21 August 2018

## Request to Approve the renewal of Cisco Smartnet contracts

**Recommendation:**

Staff recommends an approval to renew the existing Cisco Smartnet contract from CDW-G for a price of \$102,324.60 which includes sales tax.

**Summary:**

This budgeted renewal will provide multiple service contracts for technical support, upgrades and warranty services. This is a renewal contract price for existing services which support unified communications and Cisco network infrastructure (route switch, firewalls, etc.). The pricing and contract adhere to national contract agreements.







# QUOTE CONFIRMATION



DEAR ERNEST HESS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JFXV054	9/7/2017	SMARTNET RNWL 1YR	302679	\$102,324.60


IMPORTANT - PLEASE READ
<b>Special Instructions:</b> TAX: MULTIPLE TAX JURISDICTIONS APPLY TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>CISCO SMARTNET SW APP SUPP</u> Mfg. Part#: CON-SAS-1-5K Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$52.54 Contract: National IPA Technology Solutions Education (130733)	1	1504533	\$861.27	\$861.27
<u>Cisco SMARTnet extended service agreement</u> Mfg. Part#: CON-SNT-1-250K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$4,252.81 Contract: National IPA Technology Solutions Education (130733)	1	1538264	\$69,718.13	\$69,718.13
<u>CISCO SMARTNET ESS SW SUPP UPGR</u> Mfg. Part#: CON-ECMU-1-25K Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$1,019.87 Contract: National IPA Technology Solutions Education (130733)	1	2576802	\$16,719.25	\$16,719.25
<u>Cisco SMARTnet Extended Service Agreement</u> Mfg. Part#: CON-SNT-1-1K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$14.46 Contract: National IPA Technology Solutions Education (130733)	1	1504544	\$237.00	\$237.00
<u>Cisco Email Security Inbound Bundle - subscription license (1 year) + 1 Yea</u> Mfg. Part#: ESA-ESI-1Y-S3-COTERM UNSPSC: 43233205 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$514.66 Contract: National IPA Technology Solutions Education (130733)	650	3238917	\$12.98	\$8,437.00
<u>Cisco ASA with FirePOWER Services IPS, Apps, AMP and URL Filtering - subscr</u> Mfg. Part#: L-ASA5506-TAMC-1Y-COTERM UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$28.61 Contract: National IPA Technology Solutions Education (130733)	1	4018024	\$469.00	\$469.00



<b>PURCHASER BILLING INFO</b>		<b>SUBTOTAL</b>	\$96,441.65
<b>Billing Address:</b> NORTHLAND PIONEER COLLEGE BUSINESS OFFICE PO BOX 610 HOLBROOK, AZ 86025-0610 <b>Phone:</b> (928) 524-7600 <b>Payment Terms:</b> Request Terms		<b>SHIPPING</b>	\$0.00
		<b>SALES TAX</b>	\$5,882.95
		<b>GRAND TOTAL</b>	<b>\$102,324.60</b>
		<b>DELIVER TO</b>	
<b>Shipping Address:</b> NORTHLAND PIONEER COLLEGE ATTN: ERNEST HESS 102 N 1ST AVE HOLBROOK, AZ 86025-2902 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Rachel Parker		(866) 708-1693		rachpar@cdw.com
---	---------------	--	----------------	--	-----------------

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
 © 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Username

[Forgot Username?](#)

Password

[Forgot Password?](#)

[Log In](#)

[Create an Account](#)

[HOME](#) [SEARCH RECORDS](#) [DATA ACCESS](#) [CHECK STATUS](#) [ABOUT](#) [HELP](#)

## Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [Reps & Certs](#)
- ▶ [POCs](#)
- ▶ [Exclusions](#)
- ▶ [Active Exclusions](#)
- ▶ [Inactive Exclusions](#)
- ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

CDW Government LLC  
 DUNS: 026157235 CAGE Code: 1KH72  
 Status: Active  
 Expiration Date: 07/28/2018  
 Purpose of Registration: All Awards

230 N Milwaukee Ave  
 Vernon Hills, IL, 60061-4304,  
 UNITED STATES

[Entity Overview](#)

### Entity Registration Summary

Name: CDW Government LLC  
 Business Type: Business or Organization  
 Last Updated By: Jeanette Teasley  
 Registration Status: Active  
 Activation Date: 07/28/2017  
 Expiration Date: 07/28/2018

### Exclusion Summary

Active Exclusion Records? No



IBM F1.P.2.20170623-1606  
 WWW3

[Search Records](#) [Disclaimers](#) [FAPIS.gov](#)  
[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)  
[Check Status](#) [Privacy Policy](#) [GSA.gov](#)  
[About](#) [Help](#) [USA.gov](#)