

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 18 September 2012 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 may participate in the meeting by telephone if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Lisa Jayne at the above address or telephone number at least 24 hours prior to the scheduled time.

The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Lisa Jayne, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the 17th day of September 2012, at 9:30 a.m.

Lisa Jayne, Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. NAVAJO-HOPI OBSERVER
5. KINO RADIO
6. KNNB RADIO
7. KONOPNICKI COMMUNICATIONS [KQAZ/KTHQ/KNKI RADIO]
8. KRZV RADIO
9. KTNN RADIO
10. KUYI RADIO
11. KWKM RADIO
12. WHITE MOUNTAIN RADIO
13. NPC WEB SITE
14. NPC ADMINISTRATORS AND STAFF
15. NPC FACULTY ASSOCIATION PRESIDENT
16. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
17. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

Governing Board Meeting Agenda

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

Date: September 18, 2012

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance.....	Chairman Jeffers
2.	Adoption of the Agenda (Action)	Chairman Jeffers
3.	Call for Public Comment.....	Chairman Jeffers
Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.		
4.	Reports:	
A.	Financial Position	Vice President Hatch
B.	CASO.....	Ina Sommers
C.	NPC Faculty Association	Kenny Keith
D.	NPC Student Government Association	Melissa Luatua
E.	NPC Foundation	Lance Chugg
5.	Consent Agenda..... (Action)	Chairman Jeffers
A.	August 21, 2012 General Meeting , Study Session and Executive Session Board Minutes	
B.	Dual Enrollment IGAs between Navajo County Community College District and Blue Ridge USD #32; Hopi Junior/Senior High School; and Ganado USD #20	
6.	Old Business:	
A.	Request to Approve City of Show Low Drainage Easement .. (Action)	Vice President Hatch
7.	New Business:	
A.	Request to Approve Withdrawal of Bid for PDC Skill Center Project (Action)	Vice President Hatch
B.	Request to Award Contract for PDC Skill Center Project (Action)	Vice President Hatch
C.	Request to Award Contract for 2013 Class Schedules..... (Action)	Vice President Hatch
D.	Request to Approve Board Appointments to NATC (Action)	President Swarthout
E.	Request to Approve Router Purchases (Action)	Director Bishop
F.	Request to Approve Document Imaging (Action)	Director Bishop
G.	Request to Confer Administrative Emeritus Status (Action)	President Swarthout
8.	Standing Business:	
A.	Strategic Planning and Accreditation Steering Committee Report....	Director Bishop
B.	Human Resources Update	Vice President Hatch
a.	Emeritus Recognition – Leslie Collins.....	Vice President Vest
9.	Board Report/Summary of Current Events	Board Members
10.	Announcement of Next Regular Meeting October 16, 2012	Chairman Jeffers
11.	Adjournment (Action)	Chairman Jeffers

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



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
Statement of Financial Position
For the period

July 1, 2012 to July 30, 2012

Budget Period Expired

8%

Tax Supported Funds

	General Unrestricted				Unrestricted Plant				
	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%	
REVENUES									
Primary Tax Levy	13,167,562	92,858	92,858	1%					
State Aid:									
Maintenance and Operations	1,689,700	422,425	422,425	25%					
Capital					0	0	0		
Equalization	5,367,100	1,342,525	1,342,525	25%					
Out of County Reimbursement	600,000		0	0%					
Tuition and Fees	5,300,000	317,335	317,335	6%					
Investment earnings	125,000	8,728	8,728	7%					
Grants and Contracts	1,000,000	218,453	218,453	22%					
Other Miscellaneous	200,000	26,589	26,589	13%					
Transfers:	(11,750,000)	(935,767)	(935,767)	8%	11,000,000	916,667	916,667	8%	
TOTAL REVENUES	\$15,699,362	\$1,493,146	\$1,493,146	10%	\$11,000,000	\$916,667	\$916,667	8%	
EXPENDITURES									
Salaries and Wages	16,491,627	669,742	669,742	4%					
Operating Expenditures	7,508,620	527,361	527,361	7%					
Capital Expenditures	199,115	76	76	0%	11,085,000	153,980	153,980	1%	
TOTAL EXPENDITURES	\$24,199,362	\$1,197,179	\$1,197,179	5%	\$11,085,000	\$153,980	\$153,980	1%	

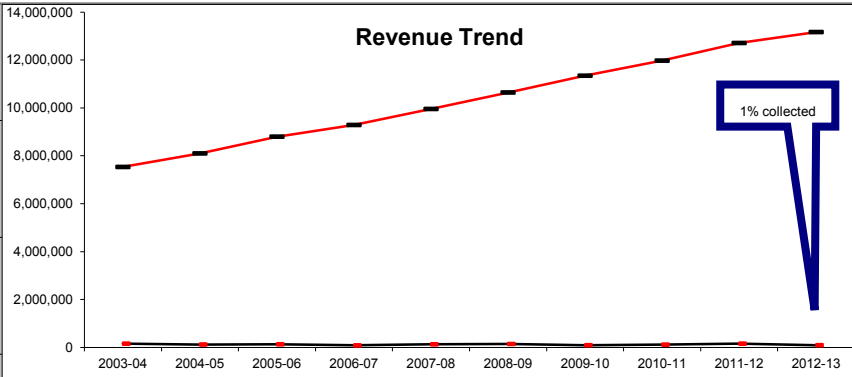
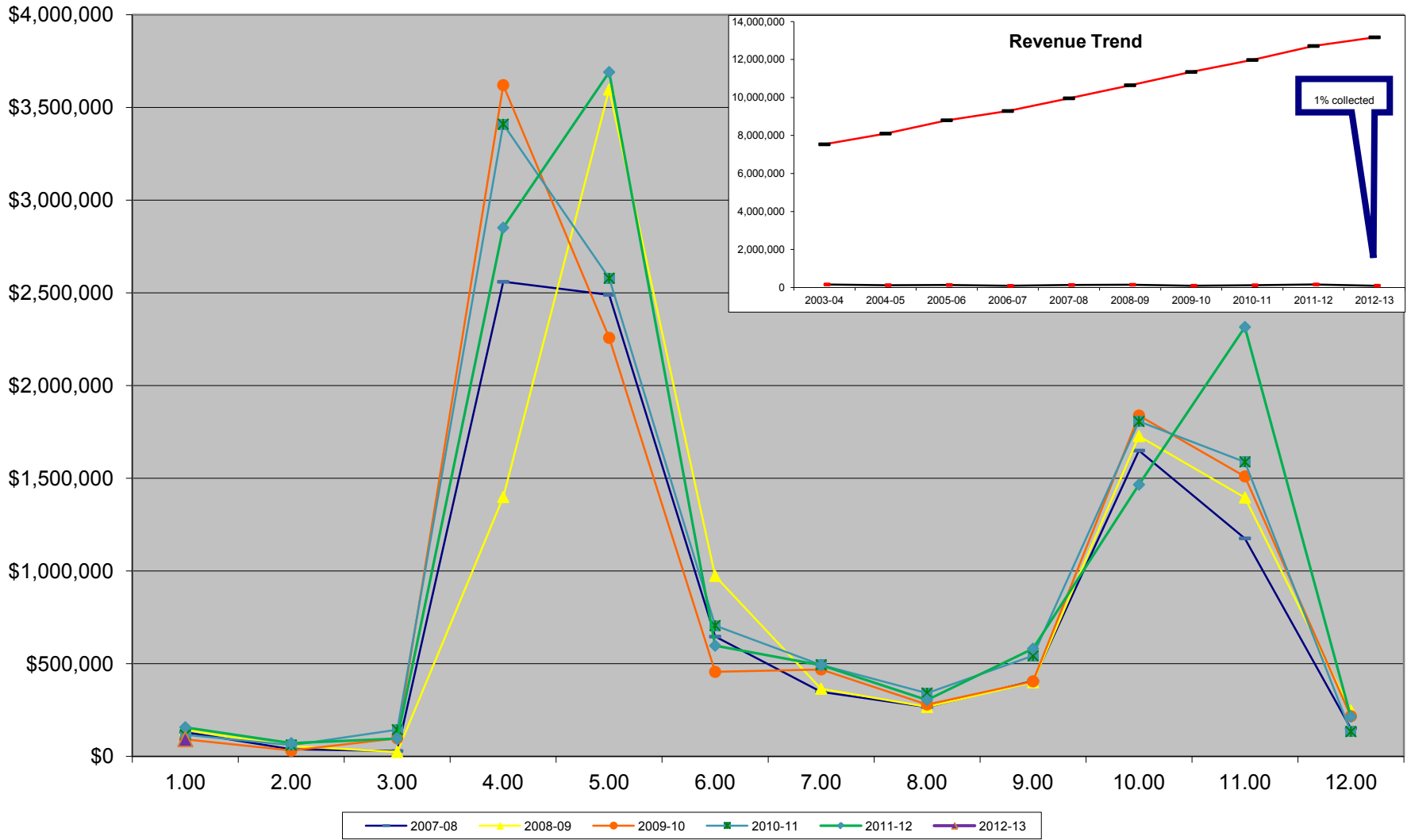
Restricted, Auxiliary and Agency Funds

	Restricted				Auxiliary				Agency			
	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES												
Grants and Contracts	5,400,000	80,449	80,449	1%								
Sales and Services												
Bookstore					125,000	6,499	6,499	5%				
Other					225,000	4,828	4,828	2%	0	175	175	
Investment Earnings												
Donations												
Board Designated Donation												
Transfers:	600,000	12,994	12,994	2%	150,000	6,106	6,106	4%				
TOTAL REVENUES	\$6,000,000	\$93,443	\$93,443	2%	\$500,000	\$17,433	\$17,433	3%	\$0	\$175	\$175	
EXPENDITURES												
Salaries and Wages	768,269	42,229	42,229	5%	355,524	15,234	15,234	4%				
Operating Expenditures	5,081,731	48,631	48,631	1%	144,476	2,199	2,199	2%	0	964	5,633	
Capital Expenditures	150,000	2,583	2,583	2%								
TOTAL EXPENDITURES	\$6,000,000	\$93,443	\$93,443	2%	\$500,000	\$17,433	\$17,433	3%	\$0	\$964	\$5,633	

Cash flows from all activities (YTD) 2,520,864
Cash used for all activities (YTD) 1,467,668
Net Cash for all activities (YTD) \$ 1,053,196

Unrestricted Fund Balance available for operations: \$ 8,585,000 YTD required **\$ -** 0%

Monthly Primary Property Tax Receipts



Navajo County Community College District Governing Board Study Session Minutes

August 21, 2012

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Members Present: Bill Jeffers, Ginny Handorf, and Daniel Peaches

Absent: Louella Nahsonhoya, E.L. "Dusty" Parsons

Staff Present: President Jeanne Swarouth; Vice President Blaine Hatch; Vice President Mark Vest; Information Services Director Eric Bishop; Institutional Effectiveness Director Leslie Wasson; Recording Secretary to the Board Lisa Jayne.

Other's Present: Erica Yazzie, Verna Lee Westover, Joe Waters, Cline Griggs, Peggy Belknap, Melissa Luatua, Wendy Shepard, Ann Hess, Everett Robinson, Kenny Keith, Royce Kincanon, Maderia Ellison, Beulah Bob-Pennypacker, Tamara Martin, Matt Weber, Jake Hinton, Jeremy Raisor, Dave Roberts.

Chairman Bill Jeffers brought the study session on White Mountain Apache Tribe Miner Flat Dam Project to order at 9:32am.

Mr. Joe Waters addressed the Board stating he would like to discuss NPC placing a skill center in Whiteriver. He stated The Tribe already has a facility that was originally built to be a skill center. He also stated that The Tribe is entitled to receive funding on a rotating basis from the proceeds of the sale of the Phoenix Indian School Land and the White Mountain Apaches have \$500,000 that they're willing to commit to get the center functioning.

Mr. Waters stated that the most important consideration for the skill center's location is that there are some major projects occurring that The Tribe needs trained workers for. These projects include; the Miner Flat Dam, water treatment plant, and pipeline from Whiteriver to Cibecue. Also, The Tribe will be reopening FATCO, and adjacent to FATCO a major biomass plant is in the works, as well as some major work at Sunrise. The cost of these projects is somewhere in the area of \$300 million over the next five years and The Tribe needs a place for their people to be trained.

Secondly, Mr. Waters wished to make a request to the Board that NPC make Whiteriver a campus instead of a center. Due to the limitations of having to travel to other campuses, enrollment is not what it could be if NPC had a local campus where students could take all the classes they needed to complete a degree.

Mr. Waters respectfully requested that the Board commission a study to look into these requests.

The Board asked Mr. Waters several questions about the location of the existing facility and administrative staff about what classes were offered at Whiteriver center.

Next, Councilman Cline Griggs of the White Mountain Apache Tribe Tribal Council addressed the Board. He stated their unemployment and dropout rates are very high and they wished to use the resources available to them, but in order to do that, education was a much needed element in order to pursue some of these projects that would help The Tribe. Councilman Griggs stated that The Tribe has building, space, and need; he is asking that NPC help create opportunity for tribal members and respectively requests that the skill center be located in Whiteriver so The Tribe can develop their skills and work force within their community.

Joe Waters stated there are several other entities that are also willing to come together to help create the skill center.

Discussion ensued about issues with designating another location for NPC so far from the current center, as well as legislative, HLC and federal DOE restrictions that would have to be negotiated, as well as the difficulty of providing certain classes and programs at Whiteriver as opposed to White Mountain Campus or Silver Creek Campus.



President Swarthout stated the administrative staff could look further into these requests.

Chairman Bill Jeffers asked Joe Waters relay to Chairman Lupe the Board's thanks for the interest and request. Joe waters stated he would.

Study session ended at 10:10 a.m.

Respectfully submitted,

Lisa Jayne
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Board Secretary



Navajo County Community College District Governing Board Meeting Minutes

August 21, 2012 – 10:15 a.m.
2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Member Present: Mr. Bill Jeffers, Ms. Ginny Handorf, Mr. Daniel Peaches, Mr. Dusty Parsons arrived at approximately 11:52 a.m.

Absent: Louella Nahsonhoya

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

Others Present: Peggy Belknap, Melissa Luatua, Wendy Shepard, Ann Hess, Everett Robinson, Kenny Keith, Royce Kincanon, Maderia Ellison, Beaulah Bob-Pennypacker, Tamara Martin, Matt Weber, Jake Hinton, Jeremy Raisor, Dave Roberts.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 10:15 a.m. Ms. Handorf led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

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

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Reports

Financial Position – Vice President Hatch

Vice President Hatch stated there are two months of financial statements presented because of not meeting in July. Referencing the June statement, the final statement of the fiscal year, 100% of the budget is expired. General Fund revenues; property taxes came in above budget at 101% of what was expected, including some collection for previous year. Much of the property tax receipts in the second half of the year were shifted to May which is a new trend, and it happened in both the first half and the second half of year; had budgeted 12.7 million and received 12.8 million. Received everything budgeted for State aid, out of county reimbursement was higher by about \$500,000 and tuition and fees were 91%. Investment earnings were at 115% of budget. Grants and contracts at 116% of budget. Transfers at 90% and so total revenues 104% of what was anticipated coming in at 22.9 million. Ms. Handorf asked what happened in miscellaneous category. Vice President Hatch stated it was generally accounting adjustments. On the expenditure side in General Fund, salaries, wages, and benefits coming in at 96% of budget, operating expenditures at 95% and capital expenditures in General Fund at 91%. Total expenditures were 19.3 million almost, compared to a budget of 20.2 million. On the expenditure side we expended just over 4.3 million, or 98% of what was budgeted. On the restricted fund revenues came in at 113% of budget, nearly 6.1 million and expenditures were 104% of budget, about 5.6 million. Revenues higher than expenditures primarily related to more activity in student financial aid. On the auxiliary fund 79% of revenues matching exactly the expenditures and that required a transfer from the General Fund to make those balance throughout the year of about \$137,000, we had budgeted to transfer about \$150,000. Cash flows throughout the year resulted in a positive net cash for the year of \$3.6 million positive cash flow.



NPC CASO – Ina Sommers

None.

Faculty Association – Kenny Keith stated that there was not a whole lot to report since faculty were just arriving back to work but that the new faculty were taken to Hopi for orientation on August 17.

NPC Student Government Association- Melissa Luatua

Melissa Luatua introduced the new President of SGA. Wendy Shepard. Ms. Shepard stated she had just come back from Costa Rica and was hoping for a great year. The first meeting for SGA was scheduled for September 21.

NPC Foundation- Lance Chugg

President Swarthout reported on behalf of Lance Chugg that the golf tournament fundraiser was canceled. Mr. Chugg expressed in his report that he felt that the closure of Catalyst greatly affected the success of the golf tournament. The Foundation is presently electing scholarship recipients and late applicants can still apply at www.npcfoundation.org. Chairman Jeffers asked if the golf tournament had been rescheduled or canceled. President Swarthout stated the report was not clear.

Agenda Item 5: Consent Agenda

A. June 19, 2012 Regular Meeting Minutes

B. 2012-2013 Dual Enrollment Intergovernmental Agreements between the Navajo Community College District and Winslow USD #1; Holbrook USD #3; Window Rock USD #8; Chinle USD #24; Joseph City USD #2; Show Low USD #10

Ms. Handorf moved to approve the Consent Agenda as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

Agenda Item 6: Old Business

None

Agenda Item 7: New Business

A. Request to Approve Transit Agreement

Vice President Hatch stated NPC has been involved in the Regional Connector Transit Service since it began in 2008 and there are several continuing partners including Navajo County, Show Low, Pinetop/Lakeside, Snowflake and Taylor. The agreement under discussion continues the framework for funding for a one year period and two one year automatic renewals. The Board is being asked to approve a resolution offering NPC's three year participation in the project and approving the Regional Connector Transit Service Intergovernmental Agreement. The City of Show Low will continue to service as the lead participant for administration.

Vice President Vest represents NPC on the advisory board. The IGA calls for the College to contribute \$5,916 which represents 10% of the local contribution. It is anticipated that in year two and three our commitment will remain at the 10% level but the budgets have not been set but there is a commitment to operate the line. It is the College's opinion that the bus line benefits employees and students with reliable transportation. It is staff's recommendation to approve the resolution authorizing participation.

Chairman Jeffers asked Vice President Vest if communities pulled out of the agreement how the funds would be made up. Vice President Vest stated that it would need to come under discussion with remaining entities to reevaluate their participation. Chairman Jeffers asked if the entities that were purportedly pulling out had given a definite no. Vice President Vest stated that the listed entities are firm but did not want to speak on behalf of other entities.



Chairman Jeffers asked about changes in cost and Vice President Vest stated that numbers show that this transit service is efficient in its operation and very low cost per mile and ridership is growing rapidly. Capital needs that will arise in the future will require further discussion on cost of the program.

Mr. Peaches moved to approve the Transit Agreement and three year commitment in the transit service project between Northland Pioneer College and the White Mountain Connection Bus Line. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

B. Request to Approve Apache County IGA

Vice President Hatch said the IGA with Apache County is an ongoing relationship, and other than an adjustment in dollar amounts, there have been no changes to the IGA compared to the most recent agreement. Vice President Hatch acknowledged that Apache County Coordinator Tamara Martin has been wonderful to work with in the whole process. Total cost of program delivery does not create any burden to taxpayers of Navajo County.

As described in the IGA, an analysis after the end of the year for 2011/2012 will be presented at the September board meeting. The proposed IGA does reflect an increase of \$70,000 in contributions directly from Apache County for the 2012-2014 period. That will be \$600,000 in cash contribution from Apache County in each of the two school years.

Apache County indicates they are approaching the capacity of their higher education secondary property tax revenue stream and the \$600,000 really is the limit of their abilities from property taxes to continue to support the IGA amount. That may affect in the future the provision of services, including during this IGA period as they try to adjust and we make sure that the balance between what that cash contribution is and what the cost of providing services in Apache County balances out. The actual revenue and expenses are determined through this year's analysis and to make payment adjustments in the following annual analysis. Staff does recommend approval of the IGA with Apache County.

Chairman Jeffers asked if the \$600,000 indicated included any capital improvements, Vice President Hatch stated it was only operational expenses. The IGA does describe what is called supplemental funds, and two primary things are taken care of out of those supplemental funds. One is the Apache County Coordinator's wages and benefits, and two, any hardware or capital kinds of improvements. That funding does not flow through the college. That gets paid for directly by Apache County, and so when capital items are purchased, they are purchased by Apache County, tagged as Apache County capital improvements or equipment, and then there's no question who the property belongs to. And as indicated in the IGA the supplemental budget for each of the two years is \$159,300, and that also comes out of their secondary property tax and their capacity does include that amount.

Chairman Jeffers clarified that Navajo County is not subsidizing Apache County in any manner, and at the end of the year, every year, there is an adjustment made one way or the other. Vice President Hatch confirmed this.

Ms. Handorf moved to approve the IGA with Apache County. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

C. Request to Approve City of Show Low Drainage Easement

Vice President Hatch stated that site improvements at White Mountain Campus affecting parking and driveways through the campus, and as a result of that have the request to grant a drainage easement to the City of Show Low to assist in the maintenance of the natural storm water drainage flow on the eastern edge of our property. Staff recommends approval of City of Show Low Drainage Easement. Discussion about the drainage area ensued. Chairman Jeffers stated he is concerned the easement could be problematic in the future should NPC wish to build on the location and asked if it could potentially be a conditional easement in the case that in the future a significant amount of money and work needed to be done to improve the drainage. Vice President Hatch stated that certainly could be changed and it would be brought back to the Board.



Mr. Peaches moved to table this motion upon receiving some more information. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

D. Request to Approve a Change in Terms of Employment, Faculty in Heavy Equipment

President Swarthout stated that due to necessary resource changes in Apache County, the County is recommending a change of contract for Dean Wiltbank, Faculty in Heavy Equipment to end at the end of December, in other words, a half year contract, rather than a year. The faculty member in question has been fully informed and was made aware that this was an action item at today's Board meeting.

Chairman Jeffers asked if it was unusual to have an item like this come before the board. President Swarthout said that due to Procedure 2720 changes was written for larger structural changes in the College; however, it does place staff in the position where even with one individual employee we need to bring it to the Board. President Swarthout stated that that procedure may need to be looked at in the future so that individual cases need not be brought to the Board. This change came about due to sunsetting the Heavy Equipment curriculum, it does not affect students in the way the change was structured, but it's also Apache County looking at expenses and trying to align their operational expenses with their budget resources.

Ms. Handorf moved to approve a reduction in force affecting Apache County in the position of faculty for Heavy Equipment Operations. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

Item E was moved to follow Item 8 Standing business.

Agenda Item 8: Standing Business

8.A. – Strategic Planning and Accreditation Steering Committee (SPASC) Report – Director Eric Bishop

No Report. SPASC will reconvene in September.

8.B. – Human Resources Update – Vice President Hatch

Fourteen positions have been filled. Under the Open List the Faculty in Early Childhood Development, item #3, has also been filled. An update on the remaining open positions, the ADOC part-time Faculty will be re-advertised; the Faculty in Cosmetology at Little Colorado Campus interviews are happening this week; the Director of Human Resources has closed and will begin moving forward with filling that position there were 25 applicants. The Small Business Analyst position has closed and is in process. The remaining positions are open until filled with the exception of the last item which will be reposted in October.

Chairman Jeffers made an inquiry about the Director of Public Safety having a clerk. Vice President Hatch stated that the position is strictly instructional and deals with the new Law Enforcement Academy.

8.B.a. Emeritus Award – Ron Goulet

Ms. Handorf moved to approve Emeritus status for Ron Goulet for his service to Northland Pioneer College. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

Vice President Vest presented Professor Ron Goulet with Emeritus Award. Professor Ron Goulet expressed some comments and his thanks to the Board.

8.B.b. Meritorious Award – Joyce Hunt

Mr. Peaches moved to approve Administrator Emeritus status for Joyce Hunt for her service to Northland Pioneer College. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

Vice President Hatch presented Joyce Hunt with Administrator Emeritus Award. Joyce Hunt expressed some comments and her thanks to the Board.



E. Executive Session Northeastern Arizona Training Center (NATC) Ms. Handorf moved the Board go into Executive Session at 11:12 a.m. to discuss NATC proposed revisions to bylaws; the Promissory note from NATC for GADA Loan to Town of Taylor, and the Deed of Trust to the Town of Taylor. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

The DGB Board returned to regular session at 12:26 p.m.

Agenda Item 9: President's Report

President Swarthout stated that the Arizona Board of Regents, i.e. the three university presidents, are wishing to remove the ABOR Policy that limits the universities doing lower division in community college counties and districts. While it doesn't exclude them from doing it, it limits the circumstances. This is of concern to all ten community college districts; the districts have requested that ABOR table that and they have reluctantly agreed to table and a group of districts are meeting with the university representatives regarding why they wish to do lower division when community colleges are already well established doing lower division.

President Swarthout stated NPC is preparing to communicate the Arizona Community College Long-Term Strategic Plan Vision Metrics. Staff is continuing to keep the report under wraps simply because there are some changes in language and changes in some numbers before it is released. The community college presidents did decide that they would report primarily the five or six key metrics out of thirty that they thought was the most important indicators of community college success and progress. That report should be ready to go to the Board by the end of August. There is a ten district report, a summary aggregate of all districts on all thirty metrics and then each individual community college district will also have a report on their individual metrics. There's going to be huge diversity in those regardless of what the ten district average is there's going to be a tremendous amount of diversity because of the amount of diversity in the community college systems.

President Swarthout stated she had sent to the Board the proposed reorganization for ACCPC with a new overarching council. President Swarthout requested the Board's input and thoughts on the matter.

The NPC Board Retreat is on the 27th of September and the District Governing Board Summit on October 5 that includes NPC, Coconino, Mojave, and Yavapai Community College with legislators. Please RSVP to Lisa Jayne about attendance.

The Board was notified by Recording Secretary, Lisa Jayne, that the Board packet format would be changing from paper to digital at the September 18 board meeting, and in addition, it was requested that Board members transition from personal email to College email addresses to discuss College business.

Agenda Item 10: Board Report/Summary of Current Event

None

Agenda Item 11: Announcement of Next Regular Meeting: The next regular District Governing Board Meeting is Tuesday, September 18, 2012. There is also a September 27 Board Retreat in Hopi, and an October 5 Joint Legislative DGB Meeting in Flagstaff.

Agenda Item 12: Adjournment

The meeting was adjourned upon a motion by Ms. Handorf, a second by Mr. Dusty Parsons and a unanimous affirmative vote.

Respectfully submitted,



Lisa Jayne
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Board Secretary

DRAFT



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

This Intergovernmental Agreement ("Agreement") is entered into this 11th day of July, 2012 between Navajo County Community College District, ("College"), and Blue Ridge Unified School District No. 32 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

3. EFFECTIVE DATE AND TERM

This Agreement shall be effective:

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

The term of this Agreement shall be from the Effective Date through June 30, 2013 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

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

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

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

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

- D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not more than six (6) credit hours per semester.
- E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.
- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

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

4.2. Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3. Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence, and to review and amend the course outlines as necessary.
- D. College will provide career counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

- A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting and Tracking

- A. College will provide a report to the Joint Legislative Budget Committee on or before October 1 of each odd-numbered year with such documentation as may be required under A.R.S. § 15-1821.01(2)(b), as from time to time amended, regarding the Dual Enrollment Courses offered in conjunction with School District during the previous fiscal year. School District shall provide College with data required for inclusion in the report not later than September 1 of each year as specified in Section 5.6. School District will also assist College by providing data for any additional reports required by State or other governmental entities in relation to Dual Enrollment Courses.
- B. College will conduct tracking studies of subsequent academic or occupational achievement of students enrolled in Dual Enrollment Courses offered pursuant to this Agreement, and shall provide its report to the Joint Legislative Budget Committee by October 1 of each year, or each odd numbered year as may be required pursuant to A.R.S. § 15-1821.01(6). School District will provide College with data required for inclusion in the tracking study if requested by College.

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(7), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student, as defined in A.R.S. § 15-901(A)(1)(b), and is currently enrolled in and attending a full-time instructional program in a school in School District; except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of

College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.

- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students according to School District policies. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

- A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.
- B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.
- C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

- A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence to review and amend the course outlines as necessary.
- B. School District will provide counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

5.4 Policy and Procedure

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
 - 1. has completed the necessary registration forms;
 - 2. has completed College assessment examinations, if required by College;
 - 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
 - 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
 - 5. is aware of the requirements for determination of resident/nonresident tuition.

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

- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

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

5.6 Reporting and Tracking

By September 1 of each year, School District will provide to College information required by the Legislature for submission of reports as specified in Section 4.6 above.

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

6.2. Student.

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

6.3. Removal from Course.

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

6.4. Schedule and Number of Students.

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

with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5. Availability of Instructors.

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

6.6. Guidelines.

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

6.7. Rigor of Courses.

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

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

7.1 Fees.

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

7.2. Supplies.

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

7.3. Tuition.

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

the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

8. CONTINUATION OF AGREEMENT

The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

9. RECORDS

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

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1. Termination.

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this section 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2. Risk to Health or Safety.

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

11.3. No Relief from Obligations.

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

11.4. Disposition of Property.

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

12. RESPONSIBILITY

12.1. Conduct of Operations.

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

12.2 Indemnification.

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

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations 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 Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

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

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

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

If to College:

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

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: \$62 per credit hour.

2. IDENTITY OF PERSON OR ENTITY RESPONSIBLE FOR PAYING STUDENT TUITION AND FEES

Students are responsible for payment of tuition and fees. An individual billing account will be established for each participating student.

3. ADDITIONAL CHARGES

Except as provided in this section, no additional fees shall be charged for assessment tests, if any, used for placement purposes. Assessment fees, if any, will be charged subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

4. FINANCIAL AID POLICIES

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program. The provision, if any, of any grant, scholarship or financial aid shall be subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

All students enrolled in an authorized dual enrollment course are eligible for tuition and fee scholarships.

5. FORMAT FOR BILLING

Except as provided below, charges will be assessed each semester and invoices shall be sent no later than thirty (30) days after the end of the semester. Payment shall be due within thirty (30) days of receipt of the invoice.

NCCCD shall reimburse the School District at a rate of Ten Dollars (\$10.00) per credit hour for each properly enrolled student, to a maximum amount of One Hundred Dollars (\$100.00) per credit hour for each dual enrollment course. The invoice shall be based on NCCCD course rosters and include the information listed in Exhibit B of this Agreement.

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year
Portion of that FTSE distributed to School District

\$1,792,100
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.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
IMO160	ROBOTICS	3.00	FALL	FOGLE, ERIC
IMO161	INTRO COMPTR AID MANU	3.00	FALL	FOGLE, ERIC
IMO199	WORKSHOP	3.00	FALL	FOGLE, ERIC
IMO200	SYSTM CRITIC THINK AN	3.00	FALL	FOGLE, ERIC
MAT103	BUSINESS MATH	3.00	FALL	FOGLE, ERIC
LAN160	BEG AMERICAN SIGN LAN	3.00	FALL	GARRISON, LA
AIS231	INTRO MS OFFICE	3.00	FALL	GOMEZ, KATHR
BUS100	INTRODUCTION TO BUSIN	3.00	FALL	GOMEZ, KATHR
BUS105	TECHNIQUES OF SUPERVI	3.00	FALL	GOMEZ, KATHR
BUS106	TECH OF PERSONAL FINA	3.00	FALL	GOMEZ, KATHR
BUS110	SM BUSINESS MANAGEMEN	3.00	FALL	GOMEZ, KATHR
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	FALL	GOMEZ, KATHR
BUS122	COMPUTER ACCOUNTING	3.00	FALL	GOMEZ, KATHR
BUS100	INTRODUCTION TO BUSIN	3.00	FALL	GREEN, JAMES
BUS114	LEGAL ENVIRONMNT BUSI	3.00	FALL	GREEN, JAMES
BUS115	BUSINESS LAW	3.00	FALL	GREEN, JAMES
BUS140	PRINC OF ECONOMICS-MA	3.00	FALL	GREEN, JAMES
BUS141	PRINC OF ECONOMICS-MI	3.00	FALL	GREEN, JAMES
MAT152	ADVANCED ALGEBRA	3.00	FALL	KEAN, THOMAS
MAT189	PRECALCULUS ALGEBRA-T	3.00	FALL	KEAN, THOMAS
MAT231	CALCULUS II	4.00	FALL	KEAN, THOMAS
BOC102	CONSTRUCTION SAFETY P	4.00	FALL	MYRICK, CLIF
DRF120	TECHNICAL DRAFTING I	3.00	FALL	MYRICK, CLIF
DRF130	ARCHITECTURAL DRAFTIN	3.00	FALL	MYRICK, CLIF
DRF140	CIVIL DRAFTING	3.00	FALL	MYRICK, CLIF
DRF145	AUTOSKETCH	3.00	FALL	MYRICK, CLIF
DRF150	AUTOCAD I	3.00	FALL	MYRICK, CLIF
DRF200	APPLIED DRAFTING AND	2.00	FALL	MYRICK, CLIF
DRF220	TECHNICAL DRAFTING II	3.00	FALL	MYRICK, CLIF
DRF230	ARCHITECTURAL DRAFTIN	3.00	FALL	MYRICK, CLIF
DRF250	AUTOCAD II	3.00	FALL	MYRICK, CLIF
DRF251	AUTOCAD 3D	3.00	FALL	MYRICK, CLIF

DRF252	AUTOCAD PRODUCTIVITY	3.00	FALL	MYRICK, CLIF
CIS115	INTRO GRAPHIC COMMUNI	3.00	FALL	PETERSEN, DA
CIS116	COMPUTER PHOTOGRAPHIC	3.00	FALL	PETERSEN, DA
CIS117	TWO-DIMENSIONAL COMPU	3.00	FALL	PETERSEN, DA
CIS119	PAGE LAYOUT AND DESIG	3.00	FALL	PETERSEN, DA
CIS258	COMPUTER ILLUSTRATION	3.00	FALL	PETERSEN, DA
BOC102	CONSTRUCTION SAFETY P	4.00	FALL	RICE, JAMES
BOC120	CABINETMAKING I	3.00	FALL	RICE, JAMES
BOC135	FURNITUREMAKING I	3.00	FALL	RICE, JAMES
BOC235	FURNITUREMAKING II	3.00	FALL	RICE, JAMES
INA105	WOODWORKING I	3.00	FALL	RICE, JAMES
INA106	WOODWORKING II	3.00	FALL	RICE, JAMES
INA205	WOODWORKING III	3.00	FALL	RICE, JAMES
INA206	WOODWORKING IV	3.00	FALL	RICE, JAMES
CIS103	INTRO TO WINDOWS	1.00	SPRING	FOGLE, ERIC
CIS106	COMPUTER LITERACY	3.00	SPRING	FOGLE, ERIC
CIS114	INTRODUCTION TO MULTI	3.00	SPRING	FOGLE, ERIC
CIS118	GRAPHICS-INTERACTV AN	3.00	SPRING	FOGLE, ERIC
CIS122	INTRO COMP PRESNTN GR	1.00	SPRING	FOGLE, ERIC
CIS161	MICROSOFT OPERATING S	3.00	SPRING	FOGLE, ERIC
CIS187	INTRODUCTION TO WEB D	3.00	SPRING	FOGLE, ERIC
IMO160	ROBOTICS	3.00	SPRING	FOGLE, ERIC
IMO161	INTRO COMPTR AID MANU	3.00	SPRING	FOGLE, ERIC
IMO199	PNEUMATICS & HYDRAULI	3.00	SPRING	FOGLE, ERIC
IMO200	SYSTEM CRITIC THINK AN	3.00	SPRING	FOGLE, ERIC
MAT103	BUSINESS MATH	3.00	SPRING	FOGLE, ERIC
LAN161	INTERM AMERICAN SIGN	3.00	SPRING	GARRISON, LA
LAN260	ADV AMERICAN SIGN LAN	3.00	SPRING	GARRISON, LA
BUS112	FUNDAMNTLS BOOKKEEPIN	3.00	SPRING	GOMEZ, KATHR
BUS117	PRINC ACCT I-FINANCIA	3.00	SPRING	GOMEZ, KATHR
BUS122	COMPUTER ACCOUNTING	3.00	SPRING	GOMEZ, KATHR
BUS100	INTRODUCTION TO BUSIN	3.00	SPRING	GREEN, JAMES
BUS114	LEGAL ENVIRONMNT BUSI	3.00	SPRING	GREEN, JAMES
MAT152	ADVANCED ALGEBRA	3.00	SPRING	KEAN, THOMAS
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING	KEAN, THOMAS
MAT221	CALCULUS I	4.00	SPRING	KEAN, THOMAS
CIS115	INTRO GRAPHIC COMMUNI	3.00	SPRING	PETERSEN, DA
CIS116	COMPUTER PHOTOGRAPHIC	3.00	SPRING	PETERSEN, DA
CIS117	TWO-DIMENSIONAL COMPU	3.00	SPRING	PETERSEN, DA
CIS119	PAGE LAYOUT AND DESIG	3.00	SPRING	PETERSEN, DA
BOC102	CONSTRUCTION SAFETY P	4.00	SPRING	RICE, JAMES
BOC120	CABINETMAKING I	3.00	SPRING	RICE, JAMES
BOC135	FURNITUREMAKING I	3.00	SPRING	RICE, JAMES
BOC235	FURNITUREMAKING II	3.00	SPRING	RICE, JAMES

INA105	WOODWORKING I	3.00	SPRING	RICE, JAMES
INA106	WOODWORKING II	3.00	SPRING	RICE, JAMES
INA205	WOODWORKING III	3.00	SPRING	RICE, JAMES
INA206	WOODWORKING IV	3.00	SPRING	RICE, JAMES

If to School District:

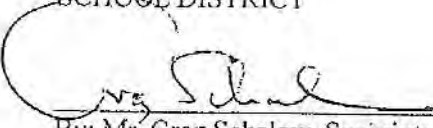
Greg Schalow, Superintendent
Blue Ridge Unified School District
1200 W White Mountain Blvd
Lakeside, AZ 85929

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ 2012.

COLLEGE

SCHOOL DISTRICT

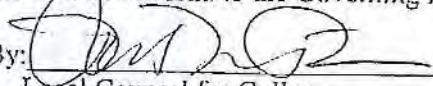
By: Jeanne Swarhout, Ph. D., President


By: Mr. Greg Schalow, Superintendent

Date

8-8-12
Date

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

By: 
Legal Counsel for College

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

By: _____
Legal Counsel for School District

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

This Intergovernmental Agreement ("Agreement") is entered into this 6th day of June, 2012 between Navajo County Community College District, ("College"), and Ganado Unified School District No. 20 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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

This Intergovernmental Agreement ("Agreement") is entered into this 13 day of June, 2012 between Navajo County Community College District, ("College"), and Hopi Junior/Senior High School ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

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- 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

Request to approve Drainage Easement to City of Show Low

Recommendation

Staff recommends approval of a drainage easement to the City of Show Low.

Summary

In connection with the site improvements address parking and circulation at the White Mountain Campus in Show Low the granting of a drainage easement to the City of Show Low is recommended. The City of Show Low plans to assist in the maintenance of the natural storm water drainage flow through the eastern edge of District property. A copy of the proposed easement, a diagram of the proposed easement, and a map of the campus are attached.

At the regular August Board meeting, Staff was asked to research additional information. The District's consultant, Tetra Tech, Inc., will be in attendance to provide follow up and answer questions.



Northland Pioneer College

White Mountain Campus – Show Low

1001 W. Deuce of Clubs
Show Low, AZ 85901

928-532-6111

www.npc.edu

Aspen Center (AC)

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

Cosmetology (CC)

- Classrooms and Clinic

Goldwater Center (GW)

- GED Testing (104)
- Director of Institutional Effectiveness (101)
- Institutional Research (102)
- Offices (109-114, 126-128)
- Small Business Development Center (106-108)
- VP for Learning and Student Services (117)

Learning Center (LC)

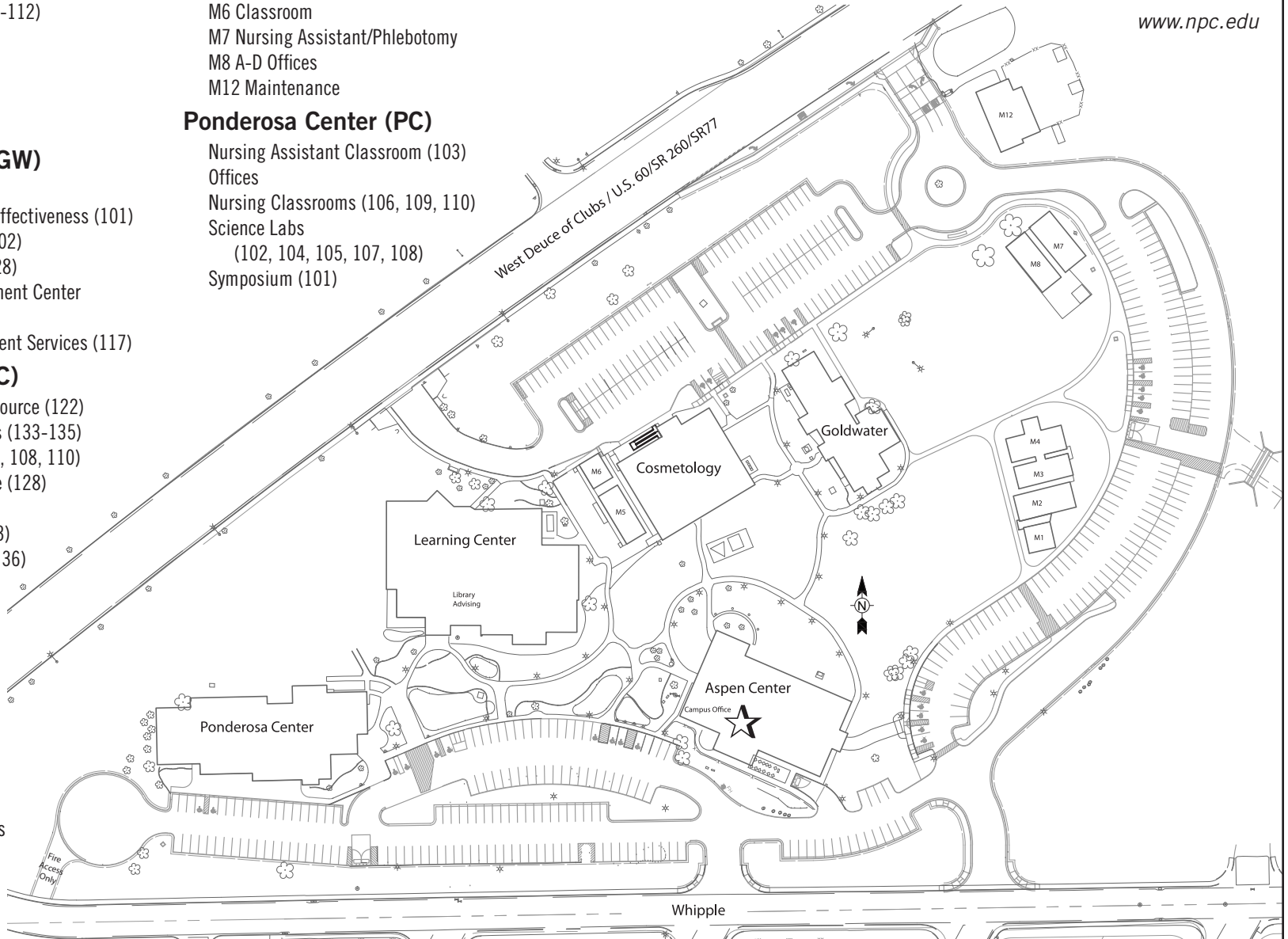
- Advising & Disability Resource (122)
- CIS, AIS, BUS Classrooms (133-135)
- General Classrooms (101, 108, 110)
- The Learning Cornerstone (128)
- Library (120)
- NAU Northlands (102-103)
- Video Classrooms (107, 136)
- Student Government
- Student Lounge

Modular Buildings (M)

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

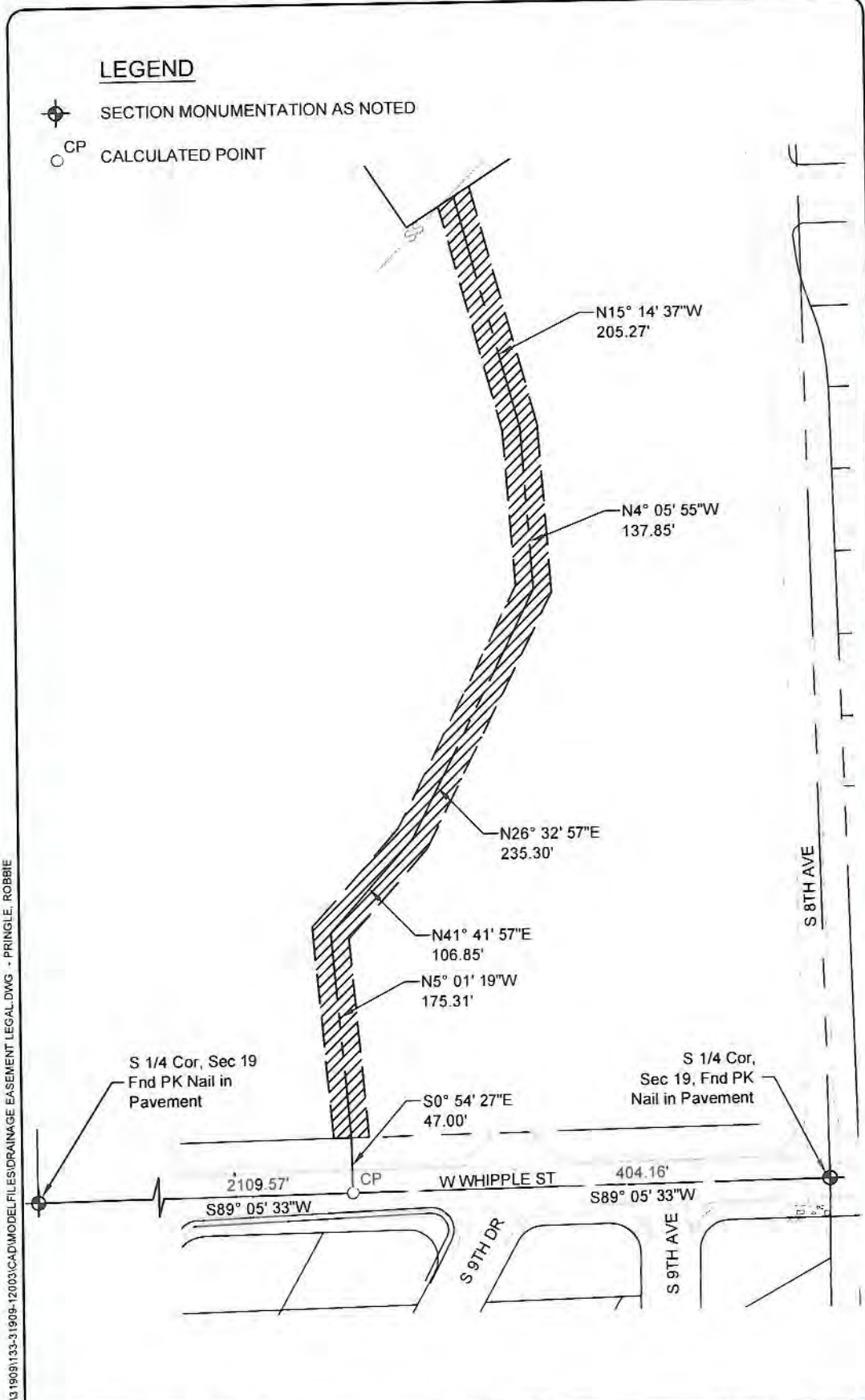
Ponderosa Center (PC)

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




LEGEND

- ⊕ SECTION MONUMENTATION AS NOTED
- CP CALCULATED POINT



8/13/2012 3:19:37 PM - P:\31909\133-31909-12003\CAD\MODEL\FILES\DRAINAGE EASEMENT LEGAL.DWG - PRINGLE, ROBBIE

 <p>TETRA TECH www.tetrattech.com 1601 West Deuce of Clubs, Suite 230 Show Low, Arizona 85902 PH 928-537-7218 FAX 928-537-8422</p>	<p>Northland Pioneer College DRAINAGE EASEMENT FOR CITY OF SHOW LOW DRAINAGE EASEMENT FOR THE CITY OF SHOW LOW NORTHLAND PIONEER COLLEGE</p>	<p>Project No.: 133-31909-12003 Date: 07-02-12 Designed By: JDFC SK1 SK1</p>
	Bar Measures 1 inch	

Copyright: Tetra Tech

When recorded, return to:
City Clerk
City of Show Low
180 N. 9th Street
Show Low, AZ 85901

DRAINAGE EASEMENT

For the consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Navajo County Community College District (hereinafter called "Grantor"), hereby grant and convey to the CITY OF SHOW LOW, an Arizona municipal corporation (hereinafter called "Grantee"), its successors and assigns, a thirty foot (30') permanent drainage easement across and under the surface of the premises hereinafter described:

SEE LEGAL DESCRIPTION ATTACHED AS "EXHIBIT A" AND MADE A PART HEREOF.

Together with the right of ingress and egress to construct, repair or alter, and maintain said drainage easement and appurtenant facilities at any reasonable time. Grantor shall not erect or construct or permit to be erected or constructed any building or other structure within the limits of said easement; nor shall grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights granted herein shall revert to the owners of record, their heirs or assigns.

Dated this ____ day of _____, 2012.

GRANTOR:
Navajo County Community College District

JEANNE SWARTHOUT, Ph.D., President

STATE OF ARIZONA)
) ss.
COUNTY OF NAVJAO)

The foregoing instrument was acknowledged before me this ____ day of _____ 2012, by Jeanne Swarhout.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

Notary Public

Request to Approve Withdrawal of bid for the Painted Desert Campus Skill Center Project

Recommendation:

Staff recommends approval to allow SDB, Inc. to withdraw their bid for the Painted Desert Campus skill center project.

Summary:

SDB, Inc. submitted a bid on September 11, 2012 for the PDC Skill Center Project. The firm was the apparent low bidder considering all alternates.

The formal bidding process included the receipt of twelve bids, with the request for a base bid base bid and the addition of five alternates. A copy of the bid tabulation is attached.

The bid from SDB included a \$13,000 credit for Alternate #3, the addition of a storage mezzanine in the structure. DLR Group contacted SDB to determine if this was an error.



SDB has responded with a request to withdraw their bid. A copy of the withdrawal request is attached.

DLR representatives will be in attendance to answer questions.

**Northland Pioneer College
Skills Center, Holbrook AZ
Bid Tabulation**

DLR Project No. 30-12128-00
Bid Date: September 11, 2012
Bid Time: 2:00 Local Time

Bid Identification Number AS#13-01

  BIDDERS	Bid Security	Non-Collusion Affidavit	Contractor's Qualification Statement	Subcontractors List	Copy of Contractor's License	Acknowledgement of Receipt of Addendum ADD#1	Acknowledgement of Receipt of Addendum ADD#2	Lump Sum Base Bid	Alternate No. 1 Portland Cement Concrete in Building Yard	Alternate No. 2 Add Dormers	Alternate No. 3 Add Mezzanine	Alternate No. 4 Add Landscaping and Irrigation	Alternate No. 5 Add Liner Panels at Roo and Extend Liner Panels at Walls
	SDB Constr. Services	x	x		x	x	x	x	\$4,672,000	\$5,900	\$105,000	-\$13,000	\$69,000
Kenney Constr. Services	x	x	x	x	x	x	x	\$6,095,000	\$21,000	\$173,000	\$91,000	\$81,000	\$20,000
Woodruff Construction	x	x		x	x	x	x	\$4,777,206	\$21,900	\$106,500	\$34,125	\$77,610	\$22,075
FCI Contractors	x	x	x	x		x	x	\$4,787,566	\$5,700	\$148,000	\$42,000	\$71,000	\$29,000
Greenburg Const.	x	x	x	x		x	x	\$5,562,100	\$12,400	\$144,000	\$40,000	\$70,000	\$11,800
Concord	x	x	x	x	x	x	x	\$5,110,833	\$16,600	\$180,000	\$18,000	\$6,900	\$51,000
Straightline Builders	x	x		x	x	x	x	\$5,012,960	\$38,500	\$156,457	\$71,000	\$77,000	\$39,000
Sun Eagle	x	x		x	x	x	x	\$5,082,000	\$26,000	\$156,000	\$65,000	\$71,000	\$12,000
Whiteriver Const.	x	x	x	x	x	x	x	\$4,598,382	\$23,795	\$151,141	\$35,249	\$77,534	\$12,277
Crouse-Anderson	x	x		x	x	x	x	\$5,375,000	\$16,000	\$150,000	\$100,000	\$69,000	\$40,000
Low Mountain Const.	x	x	x	x	x	x	x	\$5,191,000	\$21,000	\$104,000	\$36,000	\$70,000	\$11,000
Beck Southwest	x	x		x	x	x	x	\$5,109,587.09	\$7,000	\$119,500	\$53,600	\$69,300	\$10,100

Pawelko, Rich

From: Ed Riccio [Ed.Riccio@sdb.com]
Sent: Wednesday, September 12, 2012 10:21 AM
To: Pawelko, Rich
Subject: SDB's Bid on the Northland Pioneer College, Painted Desert Campus, Skills Center

Dear Mr. Pawelko:

Thank you for calling us to and pointing out the error in our bid, and giving SDB until this morning to withdraw our bid. As we discussed, we misinterpreted your intention for Alternate #3 as became apparent to you when you noticed a negative value listed for that item. Clearly, this was an obvious error in that no other bidder submitted this line item as a negative value.

Please ask Northland Pioneer College to accept our request to withdraw our bid prior to their acceptance. Please treat our bid as if it was never submitted and return our bid bond. Thank you for your diligence in noting this mistake, and allowing us to work with you to resolve this issue

Sincerely,

Ed Riccio
Chief Financial Officer
edr@sdb.com



SDB, Inc.
810 W.1st Street
Tempe, AZ 85281
www.SDB.com

480.967.5810 Ext 225
480.967.5841 Fax

ROC 076507
ROC 175022

Request to Award Contract for the Painted Desert Campus Skill Center Project

Recommendation:

Staff recommends approval to award the contract for the Painted Desert Campus skill center project to Whiteriver Construction at a base bid price of \$4,598,382 plus Alternates 1, 2, 3, 4 and 5 totaling \$299,996 for a total of \$4,898,378.

Summary:

In December 2011 the Board approved a request to move forward with plans to construct a skill center on the Painted Desert Campus in Holbrook. Input was received from students, faculty, staff and community members that resulted in a proposed facility plan presented to the Board. In March 2012, approval was given to contract with DLR Group, Inc. to provide design, engineering, bid preparation and construction management services.

The 26,600 square foot facility will initially house instructional programs for welding and building construction, along with space identified for computer-based testing, shared functions and future program development (future programming is likely to be associated with potash mining).

This project is included in the 2012-15 capital budget plan and funds are available in the 2012-13 approved budget based on an initial construction cost estimate of \$5 million for the project.

The formal bidding process included the receipt of twelve bids on September 11, 2012, with the low base bid base bid of \$4,598,382 from Whiteriver Construction. Five alternates were included in the bid documents; Whiteriver Construction's prices for the alternates total \$299,996 resulting in a total bid of \$4,898,378.

All alternates will result in improvements that will enhance the function and operation of the facility.

The bid from Whiteriver Construction is complete and review of the firm is positive, including past positive projects with the District. A copy of the recommendation from DLR Group is included, along with a copy of the bid tabulation and the floor plan. Representatives from DLR Group will be available during the Board meeting to answer questions and provide input.

If approved, the project will start in October 2012 and is expected to be ready for Fall 2013 course offerings.



September 14, 2012

6225 North 24th Street
Suite 250
Phoenix, AZ 85016o: 602/381-8580
f: 602/956-8358Mr. V. Blaine Hatch
Vice President for Administrative Services
Northland Pioneer College
2251 E. Navajo Boulevard
Holbrook, AZ 86025Re: Northland Pioneer College-Skill Center at Painted Desert Campus
NPC Bid Identification: AS#13-01
DLR Group Project #: 30-12128-00

Dear Mr. Hatch:

We have reviewed the bids submitted for the above referenced project on September 11, 2012. We had twelve bidders submit bids for the work. SDB, Inc was the apparent low bidder for the project. SDB, Inc had a numerical error for Alternate #3. I contacted SDB to confirm if they would stand behind their proposal or request to have their bid withdrawn. I received an e-mail, dated September 12, 2012 from the Mr. Ed Riccio, Chief Financial Officer for SDB, Inc. requesting the Board to allow them to withdraw their bid because of their numerical error. I have attached a copy of SDB's withdrawal request for the Board to take formal action before awarding the contract to the next low Bidder.

Based on this withdrawal request, **Whiteriver Construction** is the apparent low bidder for the Lump Sum Base Bid of **\$4,598,382** plus Alternates 1 thru 5 inclusive of **\$299,996**, totaling **\$4,898,378**. I have attached the summary bid tabulation sheet of all of the bidders for your information.

Whiteriver Construction's Bid Form and Bid Bond appear to be in order. Their Non-Collusion Affidavit, Copy of Contractor's License and Subcontractors List were enclosed with the Bid. They also acknowledged receipt of Addenda 1 and 2.

Based on review of the information available, DLR Group would recommend that the Board consider awarding the project to the low bidder, Whiteriver Construction.

Congratulations are in order for the number of bidders responding and the competitive pricing for this work. Thank you for allowing DLR Group to be your architect and we look forward to future projects for Northland Pioneer College.



Sincerely,

DLR Group
Richard Y. Hawelko AIA
Senior Principalcc: Mr. David Huish, NPC
Ms. Terrie Shevat, NPC
Stan Axthelm, DLR

**Northland Pioneer College
Skills Center, Holbrook AZ
Bid Tabulation**

DLR Project No. 30-12128-00
Bid Date: September 11, 2012
Bid Time: 2:00 Local Time

Bid Identification Number AS#13-01

  BIDDERS	Bid Security	Non-Collusion Affidavit	Contractor's Qualification Statement	Subcontractors List	Copy of Contractor's License	Acknowledgement of Receipt of Addendum ADD#1	Acknowledgement of Receipt of Addendum ADD#2	Lump Sum Base Bid	Alternate No. 1 Portland Cement Concrete in Building Yard	Alternate No. 2 Add Dormers	Alternate No. 3 Add Mezzanine	Alternate No. 4 Add Landscaping and Irrigation	Alternate No. 5 Add Liner Panels at Roo and Extend Liner Panels at Walls
	SDB Constr. Services	x	x		x	x	x	x	\$4,672,000	\$5,900	\$105,000	-\$13,000	\$69,000
Kenney Constr. Services	x	x	x	x	x	x	x	\$6,095,000	\$21,000	\$173,000	\$91,000	\$81,000	\$20,000
Woodruff Construction	x	x		x	x	x	x	\$4,777,206	\$21,900	\$106,500	\$34,125	\$77,610	\$22,075
FCI Contractors	x	x	x	x		x	x	\$4,787,566	\$5,700	\$148,000	\$42,000	\$71,000	\$29,000
Greenburg Const.	x	x	x	x		x	x	\$5,562,100	\$12,400	\$144,000	\$40,000	\$70,000	\$11,800
Concord	x	x	x	x	x	x	x	\$5,110,833	\$16,600	\$180,000	\$18,000	\$6,900	\$51,000
Straightline Builders	x	x		x	x	x	x	\$5,012,960	\$38,500	\$156,457	\$71,000	\$77,000	\$39,000
Sun Eagle	x	x		x	x	x	x	\$5,082,000	\$26,000	\$156,000	\$65,000	\$71,000	\$12,000
Whiteriver Const.	x	x	x	x	x	x	x	\$4,598,382	\$23,795	\$151,141	\$35,249	\$77,534	\$12,277
Crouse-Anderson	x	x		x	x	x	x	\$5,375,000	\$16,000	\$150,000	\$100,000	\$69,000	\$40,000
Low Mountain Const.	x	x	x	x	x	x	x	\$5,191,000	\$21,000	\$104,000	\$36,000	\$70,000	\$11,000
Beck Southwest	x	x		x	x	x	x	\$5,109,587.09	\$7,000	\$119,500	\$53,600	\$69,300	\$10,100

Request to Award Contract for 2013 Class Schedules (REVISED)

Recommendation:

Staff will present a recommendation to approve award of contract to lowest price qualified vendor responding to a request for proposals to be opened on 14 September 2012. **Staff recommends award of contract for 2013 class schedules to Signature Offset, Option 2, for \$50,257.18,**

Summary:

The District has issued a Request for Proposals to contract for the purpose of printing, binding, mail prep and delivery of 54,000 copies of the Spring 2013 class schedule, 47,500 copies of the Summer 2013 class schedule and 54,000 copies of the Fall 2013 class schedule.

The class schedules are an important information resource for our students and communities. The schedules also perform a significant marketing function for the District.

The scope and quantities identified in this contract are similar to past endeavors. The printing and delivery of class schedules is a budgeted and funds are available.

A bid tabulation and recommendation will be presented to the Board.

The bid tabulation follows.

Option 1: delivery of schedules to NPC and Show Low USPO

Option 2: all schedules mailed from Phoenix USPO

RFP SUMMARY
PRINTING OF CLASS SCHEDULES
SP, SU, FA 2013
AS #13-02

Issue Date: August 29, 2012

Due Date: September 14, 2012, 3:00 p.m. MST

Fourteen (14) vendors requested AS#13-02. Three (3) vendors submitted complete bid packet by due date. *9.6% Use Tax calculated for out of state vendors.

Vendor Requesting Proposal	Bid Submitted
1. VQS Printing Vista, CA	No Bid Submitted
2. White Mountain Publishing Casa Grande Valley Newspapers, Inc. Show Low, AZ	No Bid Submitted
3. Signature Offset Tempe, AZ	No exceptions – One deviation Option 1: \$52,332.18 Tax: Included Option 2: \$50,257.18 Tax: Included
4. Gallup Independent Gallup, NM	No Bid Submitted
5. Western Newspapers Winslow, AZ	No Bid Submitted
6. Liberty Press Springville, UT	No exceptions – Four deviations Option One: \$49,898.00 *9.6% Use Tax: 4,790.00 Total: \$54,688.00 Option Two: \$50,678.00 *9.6% Use Tax: 4,865.00 Total: \$55,543.00
7. Rich Printing Company Nashville, TN	No Bid Submitted
8. Creasey Printing Services Springfield, IL	No Bid Submitted

<p>9. RR Donnelley and Moore Wallace Lewisville, TX</p>	<p>No exceptions – No deviations</p> <p>Option One: \$63,107.00 *9.6% Use Tax: 4,894.08 Total: \$68,001.08</p> <p>Option Two: \$64,460.00 *9.6% Use Tax: 4,943.24 Total: \$69,403.24</p>
<p>10. Print Master</p>	<p>No Bid Submitted</p>
<p>11. Baton Rouge Press, Inc. Baton Rouge, LA</p>	<p>No Bid Submitted</p>
<p>12. Delta Printing Solutions Valencia, CA</p>	<p>No Bid Submitted</p>
<p>13. United Graphics Inc. Mattoon, IL</p>	<p>No Bid Submitted</p>
<p>14. Mignone Communications, Inc. Springfield, IL</p>	<p>No Bid Submitted</p>

Request to Approve Appointments to NATC Board

Recommendation:

Staff recommends the following individuals to represent NPC on the newly formed NATC board: Vice President Blaine Hatch, Vice President Mark Vest and Dean Peggy Belknap.

Summary :

On Friday, September 14, 2012, the current NATC board voted to alter the Bylaws of the organization in order to reach compliance with Arizona State General Session Law. The current NATC Board is composed of five voting members: NPC, Navajo County, Town of Taylor, the fire chief association and law enforcement association. The newly approved NATC Board consists of three voting members, all from the college. Remaining stakeholders will have seats on the Board as non-voting members.



Request to Approve the Purchase of Networking Equipment

Recommendation:

Staff recommends an approval to purchase networking equipment from World Wide Technology, Inc. in the amount of \$58,166.59.

Summary:

The proposed purchase will allow staff to upgrade an end-of-life router at the White Mountain Campus (WMC) to support a recent large-scale increase in network traffic. The existing router will be repurposed to provide services at another College location. Two new switches will support a server enclosure at WMC that provides critical services to College operations.



Northland Pioneer College

Quality education you can afford.

Att. Ann Smith

S
U
G
G
E
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T
E
R

WWT

9365 S. McKemy St., #105

Tempe, AZ 85284

480-736-7306 / 480-736-1066

Use Tax _____ 1099 _____

NPC IDENTIFICATION NUMBER _____

REQUISITION

PO NUMBER _____

Rudal Jones Date *9/2/12*
ORIGINATOR / BUDGET MANAGER

BUDGET MANGER / DEAN / DIRECTOR Date / /

VICE PRESIDENT (Required for Purchases \$10,000 & Above) Date / /

PRESIDENT (Required for Purchases \$25,000 & Above) Date / /

BUSINESS OFFICE Date / /

BOARD APPROVAL (Required for \$50,000 & Above) Date / /

GIVE FULL AND COMPLETE PARTICULARS FOR EACH ITEM REQUESTED

QTY	DETAILED DESCRIPTION	UNIT PRICE	AMOUNT	ACCOUNT NUMBER
1	ASR 1001 CISCO CRYPTO		10098.00	
1	CISCO 8-PORT Gig Port Adaptr		14850.00	
2	CISCO ASR1001 Power Supply 3		0	
2	PowerCord 110V Right Angle		0	
4	SFP 1000 Base-T	261.36	1045.44	
1	CISCO ASR1001 4GB DRAM-6		0	
1	CISCO ASR1001 IOSXE Universal 7		0	
1	CISCO 1000 Adv Ent Serv Lic		5940.00	
1	ASR1000 SPA TRACKING		0	
1	Smartnet 8x5xNBD CRYPTO		0	005070512010
1	Smartnet 8x5xNBD 8-Port Adaptr		0	
1	Smartnet 8x5xNBD ASR1000 Ent		0	
8	SFP 1000 Base-T (NEBS-3-ESD)	261.36	2090.88	J. Cont # ADSP012-024658
2	CISCO 824c Switch	8600.00	17200.00	
2	HP34r NBD SUPPORT	470.40	940.80	
2	Hp MDS9000 8GB SFP (Short)	356.80	713.60	WSLA# ADSP010-00000005
	SUB TOTAL		52878.72	
	SALES / USE TAX		5287.87	
	FREIGHT		---	
	TOTAL		58166.59	

COMMENTS/SPECIAL INSTRUCTIONS:

Network & Systems Admin

All vendors for service, equipment rentals, and leases must have a W-9 compliance form on file with the Business Office. If the vendor is not listed on the 1099 listing, a completed W-9 form must be attached to the requisition.

MPR-Rev. 2/11-Forms/BusinessOffice/Requisition

DISTRIBUTION: BUSINESS OFFICE - White & Yellow; BUDGET MANAGER / DEAN / DIRECTOR / REQUISITIONER - Pink



World Wide Technology, Inc.

Ann Desimpel Smith
Senior Inside Sales
 World Wide Technology
 9365 S McKemy St #105
 Tempe AZ 85284
 Direct Line - (480)736-7306
 or 800-965-3034
 Fax Machine - (480)736-1066
 E-Mail - ann.smith@wwt.com

Quote prepared for:
NPC

Qty	Part #	Description	Unit Cost	Extended
1	ASR1001	Cisco ASR1001 System,Crypto, 4 built-in GE, Dual P/S-1	\$10,098.00	\$10,098.00
1	SPA-8X1GE-V2	Cisco 8-Port Gigabit Ethernet Shared Port Adapter-2	\$14,850.00	\$14,850.00
2	ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply-3	\$0.00	\$0.00
2	CAB-AC-RA	Power Cord,110V, Right Angle-4	\$0.00	\$0.00
4	SFP-GE-T	1000BASE-T SFP (NEBS 3 ESD)-5	\$261.36	\$1,045.44
1	M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM-6	\$0.00	\$0.00
1	SASR1001UK9-36S	Cisco ASR 1001 IOS XE UNIVERSAL-7	\$0.00	\$0.00
1	SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License-8	\$5,940.00	\$5,940.00
1	ASR1000-SPA	SPA for ASR1000: No Physical Part; For Tracking Only-9	\$0.00	\$0.00
1	CON-SNT-CASR1001	SMARTNET 8X5XNBD Cisco ASR1001 System,Crypto-10 (Service Item - site information required)	\$0.00	\$0.00
1	CON-SNT-8X1GEV2	SMARTNET 8X5XNBD 8-Port Gigabit Enet Shared Pt Adptr-11 (Service Item - site information required)	\$0.00	\$0.00
1	CON-SNT-SLASR1AM	SMARTNET 8X5XNBD Cisco ASR 1000 Advanced Enterprise Ser-12 (Service Item - site information required)	\$0.00	\$0.00
8	SFP-GE-T=	1000BASE-T SFP (NEBS 3 ESD)-13	\$261.36	\$2,090.88
		WWT State Contract# ADSP012-024658		\$0.00
				\$0.00
2	AW564A	Cisco MDS 8/24c BladeSystem Fabric Switch for BladeSystem c-Class	\$8,600.00	\$17,200.00
2	HN934E	HP 3 year Next business day HP MDS 8/12c and 8/24c Fabric Switch Hardware Support	\$470.40	\$940.80
2	AJ906A	HP MDS 9000 8Gb FC SFP+ Short Range Transceiver	\$356.80	\$713.60
		Hewlett Packard AZ WSCA Contract #ADSP010-0000005		

Please contact me if you have any questions.
 Thank you-
 Ann Smith

Sub-Total	\$52,878.72
Tax	\$4,917.72
Services	\$0.00
Freight	\$0.00
Total	\$57,796.44

Taxes, freight and services are estimates. Invoiced amounts may vary.
 This quote is valid for thirty days. Availabilities are dynamic.

Request to Approve the Purchase of a Document Imaging and Workflow Solution

Recommendation:

Staff recommends an approval to purchase Nolij Web, a document imaging and workflow solution, from Jenzabar, Inc. in the amount of \$340,000.00 plus any applicable taxes.

Staff also recommends that the District Governing Board consider and declare Nolij and FEITH to be sole source providers for document imaging and work flow solutions based on their partnerships with Jenzabar, our enterprise resource planning (ERP) provider.

Summary:

Staff has reviewed a series of presentations from two of Jenzabar's preferred document imaging partners, Nolij and FEITH. College staff that attended the presentations provided feedback to indicate that the majority of them felt that the Nolij product best suited the needs of our current and future operations.

The purchase includes software licensing, maintenance, and professional services that provide workflow design and implementations as well as user/administrator training.

This solution will bring efficiencies to many departments within the College by providing the capability of utilizing document imaging/management features as well as providing automation assistance to our business processes. The solution will be primarily used in our core business units to include Records and Registration, Financial Aid, Financial Services, and Human Resources.

Our pricing has been compared to the vendor's competitively bid GSA contract schedule, and our pricing reflects a discount beyond that provided through the contract pricing.

Secure Access to Your Documents from Any Place at Any Time

The only 100% Java Web-Based Enterprise Content Management Solution Built Exclusively for Higher Education

Nolij Web is the only 100% Java web-based document imaging and workflow solution designed and built specifically for the higher education customer. With Nolij Web, you can collect and manage all of your enterprise documents in a secure, centralized location that any authorized user can access from any browser, on any platform, at any time. Whether standalone or linked directly to your in-house administrative software solutions, Nolij Web delivers fully SSL-encrypted documents and associated metadata instantly and securely to authorized end-users anywhere and at any time.

Admissions: Eliminate paper folders, streamline the admissions process, identify preferred applicants, and enjoy automated workflow processing.

Registrar: Simplify degree audit, instantly access academic history, improve transfer evaluation, and improve inquiry response time.

Financial Aid: Simplify SAP analysis, enhance the auditing process, conduct faster needs analysis and verification, and generate critical reports instantaneously.

Human Resources: Save time with electronic approvals, improve communication with potential new hires, conduct faster performance appraisals, and enhance time sheet processing.

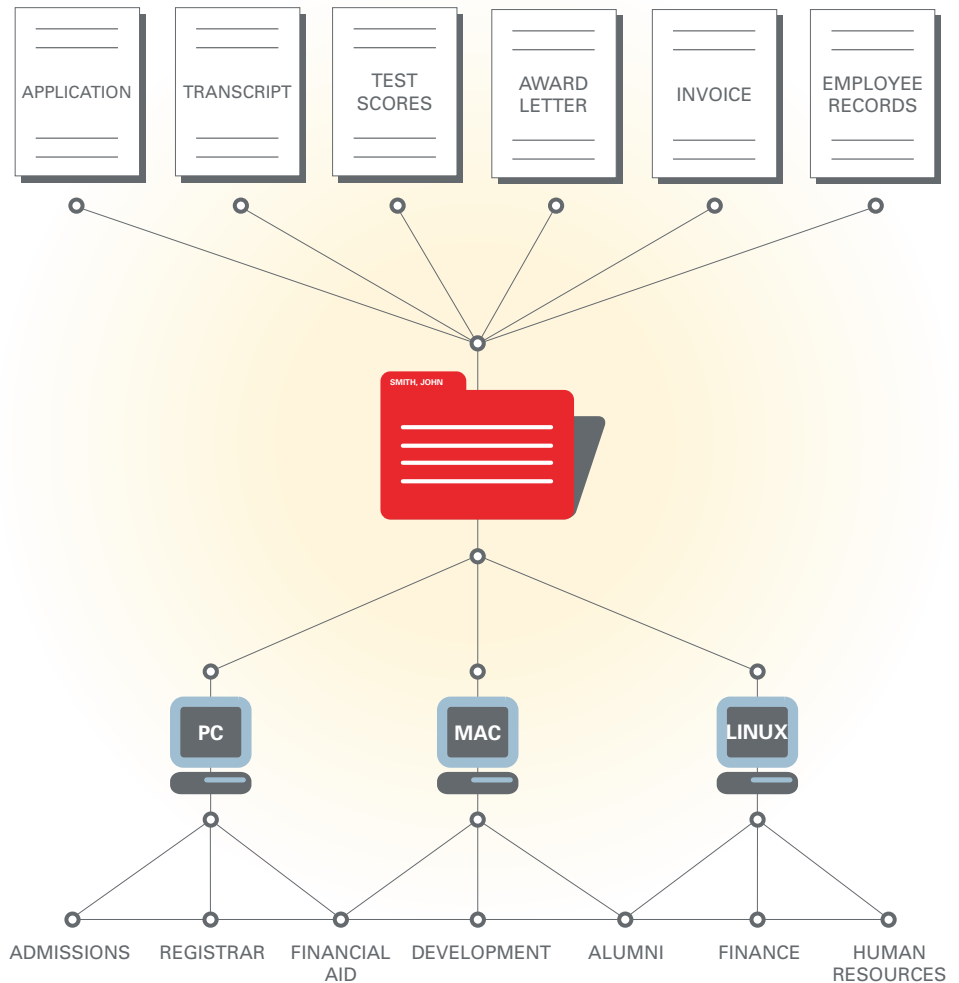
Finance: Get a handle on paperwork, free up much-needed office space, automate communication between business units, and streamline the auditing and invoice process.

Alumni: Capture and manage all correspondence, automate reunion and event processing, stay connected with email, and improve access to alumni files.

Development: Gain instant access to your top donor files, generate acknowledgment letters more quickly, automate gift processing, and report on critical data.

Information Technology: Deploy and maintain Nolij Web with speed and simplicity thanks to Nolij's zero footprint Java technology.

The benefits of Nolij Web impact your entire campus



Nolij Web is easy to integrate, use, and manage.

Call us today at 888.818.6654 or visit us at www.nolij.com

Save Time and Money with Nolij Web

ROI realized, not just envisioned:

Nolij Web deploys quickly, integrates easily, and requires only nominal support – critical factors in an enterprise wide deployment. It delivers significant ongoing savings through automation by reducing the overall cost of doing business.

Experience payback in real-time:

Nolij Web delivers enhanced productivity and measurable savings by automating access to, as well as the flow of, documents and associated metadata throughout an Enterprise. This instantly reduces the level of effort required to process information. Higher Education processes that are re-engineered with Nolij Web enjoy numerous benefits, including:

- Reduced cycle times and faster decisioning
- The elimination of time-consuming, manual document processing tasks
- Increased quality and quantity of work from employees
- Improved student/employee/vendor/donor service and satisfaction
- The ability to track and monitor all system documents and activity with granular detail

What Customers are Saying

The following testimonials highlight the savings realized by these Nolij Web customers:

Kennesaw State University

KSU’s enrollment has ballooned from 4,800 to over 30,000 as it has grown from a two year college to the third largest state university in Georgia. KSU managed the majority of this growth with Nolij as its partner, yielding a significant reduction in the necessary increase of staff.

“Without Nolij, we could not have hired enough people to keep up with the enrollment increases we’ve had.”

Susan Blake, Associate Dean, Enrollment Services

Villanova University

Since hiring Nolij, Villanova’s applications have nearly doubled with no increase in staff.

“There’s no paper in the Enrollment Area, thanks to Nolij.”

Tim Toth, Imaging Coordinator

Dartmouth College

Nolij helped Dartmouth identify and reduce redundancy and inefficiencies by 32% in both Admissions and Financial Aid. Unnecessary steps and documents were eliminated, and pertinent data was designed to exist in one form and on one location so that staff could make swifter decisions.

“With a 16% application increase, the timing of our switch to a paperless application review process with Nolij couldn’t have been better. Going paperless with Nolij enabled us to spend less time processing application material and more time reading it. We were able to complete our applications faster, start reading sooner, track down and process missing material quicker and pass files from one reader to the next literally in seconds. Making the transition was an enormous effort, but Nolij was right there with us every step of the way.”

Paul Sunde, Senior Associate Director, Admissions Department

The University of Tampa

Deploying Nolij Transfer and Nolij Web, The University of Tampa was able to process 42% of their applications more quickly. Additionally, inquiries were entered into the system and responded to within 24 hours.

“Last year we hired a temporary worker to help us do data entry from September through March. This year we eliminated having to hire a temporary worker, saving thousands of dollars. This year we had a staff member leave the university. We did NOT replace that position, saving tens of thousands of dollars. Last year our support staff (seven full-time) worked evenings and weekends from December through February. They also had to work every day during winter break while the rest of the university was closed. This year, they only worked two days during the leave and only two people have worked about fifteen hours of overtime this entire season, saving THOUSANDS of dollars in overtime. Savings of over \$18,000 AFTER purchasing Nolij Transfer and NOT counting the attrition of the full-time employee.”

Joy Kilfoyle, Enrollment Systems Supervisor

Call us today for more peer references or a detailed and customized ROI analysis.

888.818.6654 • www.nolij.com



Nolij/Perceptive and Feith Systems are the only two preferred Document Management Vendors that are part of the Jenzabar Partner Program. Each company is profiled in our annual Partner Guide as well as on the Partner section of our corporate site.

Jenzabar Partner Site - <http://www.jenzabar.net/partners.aspx?id=195>

Nolij/Perceptive - <http://www.jenzabar.net/partners.aspx?id=590>

To significantly increase a college or university's productivity by improving the way its workforce integrates, retains, accesses, shares, analyzes, and processes its critical information, Jenzabar has teamed with Nolij to offer their suite of products to our customers. Nolij solutions focus on document imaging, data integration, and forms processing. Industry-leading technology, a sole focus on higher education and cost point make Nolij a well-suited and dependable solution provider for institutions that wish to acquire imaging, workflow, content management, form design, document management, data modeling, reporting, collaboration, storage management, and data integration technology.

Feith Systems - <http://www.jenzabar.net/partners.aspx?id=278>

Feith Systems and Software, the experts in document management, have teamed up with Jenzabar to offer colleges and universities a solution for managing paper and business processes across the campus. Jenzabar's document and records management solution includes document imaging, workflow, and electronic reports management.



ORDER FOR THIRD-PARTY SOFTWARE

Client Name: Northland Pioneer College	Primary Contact Name: Eric Bishop
Client Address: 103 N. 1st Ave. at Hopi Holbrook, AZ 86025-2901	Primary Contact Phone #: 928.524.7400

This Order is placed pursuant to the Third-Party Software and Services Addendum E of the Master Agreement between Jenzabar and Client dated _____ and the TP Conditions as defined on the Third-Party Software and Services Addendum E and attached hereto as **Exhibit A**.

All prices shown on this Order are valid through **September 30, 2012**.

Third-Party Software and Professional Services	Source Code	Support & Maint	List Price	Discount Price	Purchase Price
Nolij Web – 100 Licenses (PER0093B)	No	Y**	\$2,700 per license	\$1,343 per license	\$134,258
** Third-Party Maintenance (Initial One Year Term)					\$35,100
* Third-Party Professional Services: SOW (Dated 9.13.12) (700100)					\$170,642
Payment Terms:					
100% of Third-Party Software due net-30 days			\$134,258		
100% of Third-Party Maintenance due net-30 days			\$35,100		
100% of Third-Party Professional Services due net-30 days			\$170,642		
				Total Fees to be Paid:	\$340,000

Professional Services	* The Professional Services to be rendered pursuant to this Order will be provided by the third-party provider pursuant to the TP Conditions.
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Support and Maintenance	Start Date	Renewal Date
	Effective Date of Order	Anniversary of Effective Date of Order
	Maintenance Rate: The support and maintenance fee for the third-party Software listed on this Order for Third-Party Software will at all times be based on the third-party provider's then-current rates. ** Third-Party Support and Maintenance: The support and maintenance to be rendered pursuant to this Order will be provided by the third-party provider pursuant to the TP Conditions.	

This Order has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.

CLIENT

By: _____
 Name: _____
 Title: _____
 Date: _____
 ("Effective Date")

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A

Master License & Service Agreement

This Master License & Service Agreement ("the Agreement") is made effective on the date of Licensee's signature of the Agreement ("Agreement Execution Date") between Perceptive Software, LLC with executive offices at 138 Conant Street Beverly, MA 01915 ("Perceptive") and _____ having a principal place of business in _____ ("Licensee").

Section 1 DEFINITIONS

1.1 "Licensed Software" means an unmodified, object-code version of the software modules listed in in the reseller order form to which this Agreement is attached (the "Reseller Order").

1.2 "Documentation" means the user manuals and any other material, in any form, normally provided by Perceptive with the Licensed Software.

1.3 "Licensed Products" means the specific Licensed Software and Documentation licensed by Licensee under this Agreement.

1.4 "Server" means the reseller computer platform(s) on which Licensee is licensed to use the Licensed Software.

1.5 "License" means the license granted pursuant to this Agreement.

1.6 "License Period" shall mean the period for which the License is granted to Licensee for each Licensed Product, as shown in the Reseller Order.

1.7 "Named User" shall mean any unique employee of Licensee who is authorized or registered to use the Licensed Products.

1.8 "Concurrent User" shall mean the number of simultaneous employees of Licensee who are authorized or registered to use the Licensed Products.

Section 2 LICENSE AND PROTECTION

2.1 Licensed Software License Grant. In consideration of the license fees set forth in the Reseller Order, Perceptive grants Licensee, subject to the following terms and conditions, a non-exclusive, non-transferable, non-assignable right to use the Licensed Software, in object code form, and the Documentation for the License Period, to serve the internal needs of Licensee's business, only at the location(s) expressly set forth in the Reseller Order, only on the designated Server(s), and limited to use by the maximum number of Concurrent Users or Named Users set forth in the Reseller Order. All license fees are non-refundable.

2.2 Protection of Software. Licensee agrees to take all reasonable steps to protect the Licensed Products from unauthorized copying or use. Licensee will allow Perceptive access to its facilities at Perceptive's request to audit for any unauthorized copying or use of the Licensed Software. Without limiting any remedies or relief which may be available to Perceptive, Licensee agrees to pay Perceptive for additional licenses if Licensee uses the Licensed Products in any way beyond the scope of this License. The

source code and/or source data in Licensed Products represents and embodies trade secrets of Perceptive or its licensors. The source code, source data, and such trade secrets are not licensed to Licensee. Any modification, addition, or deletion to the source code or source data is strictly prohibited.

2.3 Copies and Adaptations. Licensee may make or authorize the making of multiple copies of the Licensed Software, and may use multiple instances of the Licensed Software on the designated Server(s), each for production, testing and archive purposes; provided that Licensee complies with the use restrictions set forth in Section 2.1, and the requirements of Section 6.2 with respect to multiple production instances of the Licensed Software. Licensee may make a reasonable number of copies of the Documentation solely for its own internal business purposes to support Licensee's use of the Licensed Products. All proprietary rights and notices must be faithfully reproduced and included on such copies.

2.4 Ownership. Ownership, and title to, the Licensed Products (including any corrections, updates, adaptations, enhancements or copies) shall be held by Perceptive and its licensors. Copies are provided to Licensee only to allow Licensee to exercise Licensee's rights under the License. Only the License is purchased by Licensee.

2.5 Restrictions. Except as expressly authorized in this Agreement, Licensee shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or timeshare the Licensed Products or any portion thereof, or use the Licensed Products as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution outside the Licensee's organization, or prepare any derivative work based on the Licensed Products. Licensee shall not allow any third party or unlicensed user or computer system to access or use the Licensed Products. Licensee agrees not to demonstrate or disclose the Licensed Products or the results of any testing or bench-marking of same to any third parties, without Perceptive's prior written permission. Perceptive reserves all rights not expressly granted to Licensee. Licensee shall not reverse engineer, decompile, modify in any way, or create derivative works from the Licensed Products, or any portion thereof.

Section 3 DELIVERY AND ACCEPTANCE.

3.1 Licensee will have fourteen (14) days from the completion of the professional services to confirm that the Licensed Products perform substantially in conformance with the Documentation. Within such period, Licensee may provide written notice to Perceptive setting forth, in reasonable detail, any such non-conformities, in which case Perceptive will use commercially reasonable efforts to correct the non-conformity and redeliver the Licensed Product for further acceptance testing pursuant to this

section. Licensee's failure to provide written notice of nonconformities within fourteen (14) days following Perceptive's delivery shall be deemed an acceptance by Licensee.

Section 4 LIMITED WARRANTY.

4.1 Conformance to Specification. Perceptive warrants for ninety (90) days from the date of acceptance that the most current version of the Licensed Products substantially conforms in all material respects to their published specifications (as corrected from time-to-time) when used in the hardware and software environment supported by Perceptive. Perceptive assumes no responsibility for the use of superseded, outdated, uncorrected, or modified (by anyone other than Perceptive) versions of the Licensed Products.

4.2 Remedies. As Licensee's exclusive remedy for any material nonconformity or defect in the Licensed Products for which Perceptive is responsible under Section 4.1, Perceptive shall use commercially reasonable efforts to correct or cure such nonconformity or defect. Perceptive shall not be obligated to correct, cure or otherwise remedy any such nonconformity or defect if Licensee has made any unauthorized changes whatsoever or has misused or damaged the Licensed Products in any respect or if Licensee has not reported to Perceptive the specific existence and nature of such nonconformity or defect promptly in writing upon discovery thereof.

4.3 Disclaimer of Warranty. PERCEPTIVE WARRANTS THAT IT HAS THE AUTHORITY TO GRANT THE USE OF THE LICENSED PRODUCTS PURSUANT TO THIS AGREEMENT. NEITHER PERCEPTIVE NOR ITS LICENSORS MAKE ANY WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE LICENSED PRODUCTS OR THE SERVICES. PERCEPTIVE AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PERCEPTIVE AND ITS LICENSORS DO NOT WARRANT THAT THE LICENSED PRODUCTS WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR OR THAT THEIR OPERATION WILL BE UNINTERRUPTED. PERCEPTIVE AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE WITH RESPECT TO THE USE OF THE RESULTS. THE ENTIRE RISK AS TO LICENSEE'S USE OF THE RESULTS OF THE LICENSED PRODUCTS IS ASSUMED BY LICENSEE. Licensee acknowledges and agrees that it has not relied upon any representation or warranty, express or implied, of Perceptive or its licensors in entering into this Agreement other than those made by Perceptive and contained in this Agreement.

Section 5 INTELLECTUAL PROPERTY INDEMNIFICATION

5.1 Perceptive shall indemnify and defend Licensee against any claims that the Licensed Products or the Deliverables infringe any patent, copyright, trade secret, or other intellectual property right of a third party, provided that Perceptive is given prompt written notice of such claim and

is given proper and full information, reasonable assistance, at Perceptive's expense, and sole authority to defend or settle the claim, in the defense or settlement of the claim. Perceptive may, at its sole option, obtain for Licensee the right to continue using the Licensed Products, or replace or modify them so that they become non-infringing while giving equivalent performance or, if such remedies are not reasonably available, remove the Licensed Products and accept their return and for those perpetually licensed products, refund pro-rata the license fees received by Perceptive apportioned on a straight line three (3) year basis for perpetually licensed products and on a monthly pro-rated basis for those annually Licensed Products. Perceptive shall have no liability for infringement claims if the alleged infringement is based on or arises from (i) the modification of the Licensed Products by anyone other than Perceptive; (ii) the use of the Licensed Product with equipment or software not approved by Perceptive or not in accordance with Perceptive specifications and documentation; or (iii) the use of other than the most current release of the Licensed Products made available by Perceptive to Licensee. THE FOREGOING STATES PERCEPTIVE'S ENTIRE LIABILITY FOR INFRINGEMENT OF COPYRIGHTS, PATENTS, TRADE SECRETS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

Section 6 MAINTENANCE & SUPPORT OF LICENSED PRODUCTS.

6.1 Maintenance. Subject to Licensee paying for annual maintenance fees or annual license fees as set forth on the Reseller Order, Perceptive or reseller shall provide to Licensee during the annual term shown on the Reseller Order or any renewal thereof, with such bug fixes, corrections, improvements, minor enhancements and updates to Licensed Products which Perceptive makes generally available under annual software maintenance to other licensees of the same products. All maintenance fees are non-refundable. Support does not include new application solutions or modules that are normally licensed by Perceptive separately from the Licensed Products. Perceptive will continue to support each generation (which is denoted by a change to the digit to the left of the decimal point [(X).x.x]) and each major release (which is denoted by a change to the tenths digit to the right of the decimal point [X.(x).x]) of the Licensed Software for at least 1 year after it has been superseded by the next generation or major release as applicable.

6.2 Support of multiple instances (applies to NoliJ Web software only). Software maintenance includes support of a single production instance of the Licensed Products. Licensee is allowed to have any number of additional, separate, production instances of the Licensed Products provided a separate software maintenance agreement is purchased for each unique instance.

6.3 Support. Subject to Licensee paying for annual maintenance fees or annual license fees as set forth on the Reseller Order, and having taken the required Perceptive training services, Perceptive shall provide to Licensee during the annual term shown on the Reseller Order or any renewal thereof, support. Perceptive shall provide telephone number(s) to enable communication with a service representative between the hours of 8:00 a.m. and 8:00 p.m. Eastern Standard Time, Monday through Friday, exclusive of holidays in the U.S. ("Normal Business Hours"). Licensee is also provided access to the Support section on Perceptive's website in which issues can be communicated via the web.

In case of an emergency, Licensee may contact Perceptive 24 hours per day, 7 days per week using Perceptive's paging system. If the problem is determined to be due to an error with the Licensed Products, Perceptive will use commercially reasonable efforts to correct or cure such nonconformity or defect. If the error is severe in nature "Severe Issue" (i.e., Licensee site is unable to operate either partially or entirely) the issue is addressed under Perceptive's Severe Issue Escalation Process:

Issue Severity	Corrective Action
Level 1	Severe Issue has not been resolved after 1 hour by Perceptive Technical Support; a Perceptive developer will be assigned to work with Licensee
Level 2	Severe Issue has not been resolved after 2 hours; the head of Perceptive's Development organization will be assigned until the issue is resolved

Perceptive shall not be obligated to correct, cure or otherwise remedy any such error if Licensee has made any unauthorized changes whatsoever or has misused or damaged the Licensed Products.

If a problem is determined not to be an error with the Licensed Products, but rather due to lack of Licensee's in-house experience with the Licensed Products, the service representative will attempt to assist Licensee via telephone. If however, the service representative determines that the problem cannot be resolved in a reasonable and timely manner via telephone, Licensee will be directed to Perceptive Professional Services to schedule either remote or on-site assistance at Perceptive's standard hourly consulting rate.

Section 7 PROFESSIONAL SERVICES

7.1 Services. Perceptive may from time to time provide professional services (e.g., implementation, training, on-site services, remote services, etc.) to Licensee which will be more fully described in one or more Statements of Work mutually agreed to by the parties (the "Services"). Perceptive agrees to perform the Services described in any Statement of Work accepted by Perceptive according to the schedule set forth therein. The Statement of Work shall contain the following terms and conditions as applicable: (i) the scope of work to be performed by Perceptive, (ii) the deliverables to be provided to Licensee, (iii) the anticipated milestone and delivery schedule, and (iv) the payment structure. Licensee will have fourteen (14) days from the completion of the Services to confirm that the Services conform with those specified in the applicable Statement of Work. Licensee's failure to provide written notice of nonconformities within fourteen (14) days following Perceptive's completion of the Services shall be deemed an acceptance by Licensee.

7.2 Fee Structure. Fees for professional services will be charged as follows:

<u>Service Level</u>	<u>Fee</u>
Normal Service:	All work performed during Perceptive's Normal Business Hours will be charged at

Perceptive's current hourly or fixed price rate.

Priority Service: All work performed during evenings, weekends and holidays will be charged at 1.5 times Perceptive's current hourly or fixed price rate.

For on-site services, Licensee will be charged for travel time at Perceptive's current hourly rate.

7.3 Payment for Services. Licensee shall pay Perceptive the fees set forth in the applicable Statement of Work for the performance of Services. In addition, Licensee shall reimburse Perceptive for actual travel, per diem and out-of-pocket expenses incurred.

7.4 Ownership of Deliverables. Licensee acknowledges and agrees that any and all deliverables provided as part of the Services, including, without limitation, any modification or enhancements to the Licensed Products, and any ideas, know-how or techniques relating thereto (the "Deliverables") shall be and remain the property of Perceptive. Perceptive grants Licensee a nonexclusive, nontransferable license to use such Deliverables for Licensee's internal use only during the specified License Period.

7.5 Service Warranty. Perceptive warrants that the Services will be of a professional quality conforming to generally accepted industry standards and practices.

7.6 Taxes. The Service fees payable under the Agreement shall not be construed to include local, state or federal sales, use, excise, personal property or similar taxes or duties ("Taxes") and any such Taxes, other than taxes based on the net income of Perceptive, shall be assumed and paid for by Licensee except in those cases where Licensee is tax exempt and provides Perceptive a copy of the appropriate IRS tax-exempt certification letter or similar document.

7.7 Relationship of the Parties. Perceptive shall perform the Services under the general direction of Licensee, but Perceptive shall determine, in Perceptive's sole discretion, the manner and means by which the Services are accomplished.

7.8 Working Facilities. Perceptive shall be furnished with all facilities and services as are suitable and adequate for the performance of Perceptive's Services should the applicable Statement of Work require work to be performed at Licensee's facility. Otherwise, Perceptive shall perform the Services at Perceptive's facility.

Section 8 CONFIDENTIALITY.

By virtue of this Agreement, the parties may be exposed to or provided with certain confidential and proprietary information of the other party ("Confidential Information"). Confidential Information shall be designated as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and confirmed as confidential in writing within thirty (30) days of disclosure. Perceptive's Confidential information includes without limitation: conditions and pricing contained within this Agreement, Licensed Products, Perceptive intellectual property, Perceptive product implementation processes, Perceptive product specifications, operation, and underlying

technology, Perceptive product documentation and Perceptive training documentation. Such information, products and materials will be deemed Confidential Information whether or not described or designated as such at the time of communication or disclosure.

8.2 Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without prior written consent of the other party.

8.3 Information shall not be considered Confidential Information to the extent, but only to the extent, that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) is independently developed by one party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

8.4 Licensee acknowledges that the Licensed Products are valuable, proprietary assets of Perceptive and that Perceptive has invested significant resources in their development. To further protect the confidentiality of the Licensed Products Licensee agrees that during the term of this Agreement and for a period of three (3) years thereafter, no employee or consultant of Licensee who has used or had access to the Licensed Products will engage in the development or implementation of any products that have functionalities similar to the Licensed Products or that may otherwise be competitive with Licensed Products.

Section 9 LIMITATIONS OF LIABILITY.

9.1 THE CUMULATIVE LIABILITY OF PERCEPTIVE AND ITS LICENSORS TO LICENSEE FOR ALL CLAIMS RELATED TO THE LICENSED PRODUCTS, THE SERVICES AND THIS AGREEMENT THAT ARISE DURING EACH TWENTY-FOUR (24) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT, WITH THE FIRST PERIOD COMMENCING ON THE DATE OF THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO PERCEPTIVE HEREUNDER DURING THE APPLICABLE TWENTY-FOUR (24) MONTH PERIOD. PERCEPTIVE AND ITS LICENSORS SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE LICENSED PRODUCT OR DOCUMENTATION, THE SERVICES OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY. LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS SET FORTH IN THIS AGREEMENT.

Section 10 TERM AND TERMINATION.

10.1 The term of this Agreement shall commence on the Agreement Execution Date and shall remain in effect until the earlier of the expiration of the relevant License Period, or a party's termination as a result of material breach in accordance with the provisions of this section. The License Periods applicable to the Licensed Products may be annual or perpetual and are defined in the Reseller Order. Upon the expiration of the (i) License Periods for subscriptions for non-perpetual licenses (if any), and (ii) the maintenance term (as defined in the Reseller Order), such License Periods and/or maintenance term will be automatically renewed by both parties at Perceptive's then-current prices unless either party provides notice of termination at least sixty (60) days before the expiration date. Termination of this Agreement for any reason shall result in the simultaneous termination of all license rights granted hereunder, except as to perpetual licenses acquired hereunder. Except as provided in Section 10.3 herein below, either party may terminate this Agreement and/or the applicable License Period for cause if the other party has materially breached this Agreement and has not corrected such breach within thirty (30) days of receipt of specific written notice of same. Upon termination for cause, Licensee agrees to immediately discontinue all use of the applicable Licensed Products and delete and destroy all copies of same and deliver a letter signed by a duly authorized officer of Licensee certifying compliance with the foregoing requirements. If Licensee does not renew a non-perpetual license for a Licensed Product, Licensee will, immediately following the last day of the License Period, cease using said Licensed Products, delete and destroy all copies of said Licensed Products (including any and all configuration libraries) and deliver a letter signed by a duly authorized officer of Licensee certifying compliance with the foregoing requirements.

10.2 The following provisions will survive any termination or expiration of this Agreement: Section 2, Section 7.4, Section 8, Section 9, Section 10, and Section 11.

10.3 In the event that Licensee believes that Perceptive has not delivered Licensed Products that conform to the terms and specifications and performance requirements imposed hereunder, Licensee shall deliver written notice setting forth the basis of such belief, and Perceptive shall respond in writing within fifteen (15) days of receipt of such notice with its statement either disputing Licensee's claim, or stating its agreement to deliver a Corrective Action Plan ("CAP") within fifteen (15) days thereafter, which CAP will set forth a means and timetable to address and resolve the claims made by Licensee. Within ten (10) days following receipt of the CAP, Licensee shall inform Perceptive of its acceptance or rejection of the content of the CAP. If Licensee does not timely respond to the CAP, then it shall be deemed to have accepted the contents of the CAP and Perceptive shall proceed forthwith to implement the program so stated therein. If Licensee timely objects to the content of the CAP, or to Perceptive's dispute of Licensee's claim, then the parties shall meet and confer in good faith to resolve the dispute. The first such meeting shall occur within twenty (20) days of the receipt by Perceptive of the written notice from Licensee objecting to the CAP, or otherwise disagreeing with Perceptive's dispute of the claim. If the parties have failed to resolve the dispute within thirty (30) days of the written notice, then the parties' dispute shall be resolved through arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., conducted by

application of the rules of the American Arbitration Association, in Massachusetts. The parties shall jointly select an independent third party arbitrator, who is familiar with the practice of licensing, installing and customizing software for business applications. If the parties are unable to decide upon one individual third party arbitrator, then each party shall select an independent arbitrator and the two arbitrators shall select a third arbitrator who possesses such skills. The arbitrator may award any relief allowed under Massachusetts law, including equitable relief and attorney's fees.

Section 11
GENERAL CONDITIONS.

11.1 Governing Law. Any disputes under this Agreement shall be resolved under the law of the State of Massachusetts, without reference to conflict of laws principles. Except as provided in Section 10.3 hereinabove, for any disputes arising out of this Agreement, the parties hereby consent and submit to the exclusive jurisdiction of the federal and state courts in Massachusetts.

11.2 Entire Agreement. This Agreement sets forth the entire understanding and agreement between Licensee and Perceptive and supersedes all proposals or communications, oral or written, between the parties relating to the subject matter of the Agreement. No modification of the Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties.

11.3 Waiver. No waiver or any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of Perceptive, and no waiver or any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

11.4 Assignment. This Agreement and the use of the Licensed Products and the Services provided hereunder are not assignable without the prior written consent of Perceptive, which consent shall not be unreasonably withheld. Any attempt at assignment without such consent shall be null and void and of no force and effect.

11.5 Purchase Orders. Nothing contained in any purchase order, purchase order acknowledgment, or invoice shall in any way modify or add any additional terms or conditions to this Agreement; provided, however, that such standard variable terms as price, quantity, tax exempt status, delivery date, shipping instructions and the like shall be specified on each purchase order.

11.6 Force Majeure. If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages suffered or incurred by the other party due to the above causes.

11.7 Taxes. The fees and purchase price shown in all Schedules exclude all sales, use, VAT and other taxes, customs duties, and freight. Licensee is solely responsible for payment of all such taxes.

11.8 Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier or by registered mail, return receipt requested, to the address of the parties first set forth in this Agreement or to such other address of the parties designated in writing in accordance with this subsection.

Perceptive Software
Attn: Contracts
138 Conant Street
Beverly, MA 01915

Licensee

11.9 Severability. Should any provision of this Agreement be invalid, ineffective, or unenforceable under present or future laws, the remainder of the provisions shall remain in full force and effect and in no way be affected, impaired, or invalidated.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

The signatures of the parties appearing below indicate acceptance of this Agreement

Perceptive Software, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Licensee

Signature: _____

Name: _____

Title: _____

Date: _____

Perceptive Software is an affirmative action-equal opportunity employer.



**THIRD-PARTY PROFESSIONAL SERVICES
STATEMENT OF WORK**

Date Prepared: September 13, 2012

This Statement of Work describes the Third-Party Professional Services which Jenzabar, Inc. agrees to make available to Client. This Statement of Work is attached to and made a part of the Master Agreement between Jenzabar, Inc. and Client. The General Terms and Conditions of the Master Agreement and the TP Conditions as defined in the Third-Party Software and Services Addendum E apply to this Statement of Work. This Statement of Work relates only to the Order for Third-Party Software to which it is attached, and is not valid unless signed by an authorized representative of Jenzabar and Client. Client understands that the Third-Party provider will be providing the Third-Party Professional Services and Jenzabar is not responsible or liable for the performance of such services.

1. Services Invoicing. This Statement of Work is an estimate of the time needed for the Third-Party Professional Services ordered by Client. Except as otherwise indicated in the Order for Third-Party Software, the Third-Party Professional Services will be either (i) billed on a time and materials basis for Third-Party Professional Services provided by the hour or by the day or (ii) billed, if provided on a fixed pricing basis, by deliverables or upon completion. Travel time and expenses are not included herein and will be billed separately.

2. Third-Party Professional Services to be Provided:

Third-Party Software – Training Services				
Description	Quantity	Rate Type	Unit Cost	Total Cost
<u>Nolij Web Services</u>				
Project Management	1	Fixed Price	\$34,000	\$34,000
Implementation and Project Planning	1	Fixed Price	\$16,000	\$16,000
Infrastructure Readiness and Installation	1	Fixed Price	\$8,000	\$8,000
Configuration Services for One (1) Office	3	Fixed Price	\$8,000	\$24,000
Workflow Design and Configuration for One (1) Office	9	Fixed Price	\$8,000	\$72,000
Nolij Web Forms Design and Configuration for One (1) Office	9	Fixed Price	\$8,000	\$72,000
End-user Training	2	Fixed Price	\$8,000	\$16,000
Administrator Training	1	Fixed Price	\$8,000	\$8,000
Advanced Administrator Training – Workflow and Forms	1	Fixed Price	\$8,000	\$8,000
Go-live	1	Fixed Price	\$8,000	\$8,000
Total Nolij Web Services				\$266,000
<i>One Time Nolij discount (36% hourly rate discount. Standard rate \$180/hr, now \$115/hr.) (700100)</i>				<i>(\$95,358)</i>
Total Third-Party Professional Services				\$170,642

Third-Party Professional Service	Description	Time
Implementation and Project Planning	<ul style="list-style-type: none"> - The Nolij Project Manager is the primary Nolij point of contact to the client and is responsible for the overall success of the assigned Nolij deployment work. The Nolij Project Manager is responsible for ensuring that the assigned work is completed on time and to the client's documented requirements. Duties include: <ul style="list-style-type: none"> ✓ Project initiation: schedules and conducts project "Kick off" meeting with client and project team, provides documented minutes including schedule of services, deliverables and key events to client and Nolij team. ✓ Client communications: provides proactive status of Services performed or in progress and written updates to client. ✓ Problem management and resolution: works with the client's designated Project Manager to define and manage escalation procedures with client, internal teams and involved partners. Provides work-around alternatives, proposes contingency plans. ✓ Deployment team: identifies Nolij Professional Services team members to complete the quoted work, including roles, 	2 weeks

	<p>responsibilities and assigned deliverables.</p> <ul style="list-style-type: none"> ✓ Work assignments: manages and facilitates Nolij Professional Services technical resource activities, provides daily and overall leadership to the assigned Nolij Professional Services technical deployment team. ✓ Team communications: works with the client's designated Project Manager to establish and maintain effective verbal and written communications amongst all assigned Nolij and client project resources. ✓ Deployment schedule: works with the client's designated Project Manager to develop and maintain the deployment schedule including Project Milestones with client. ✓ Change requests: manages and maintains Change Order procedures that affect the Nolij Services schedule or committed deliverables. ✓ Post-acceptance closure: schedules and conducts project (or deployment phase) closure meeting with client, provides As-Built documentation set(s), and client Milestone Completion report. 	
Infrastructure Readiness and Installation	<ul style="list-style-type: none"> - Nolij will perform the following activities: <ul style="list-style-type: none"> ✓ Equipment and platform checklist review ✓ Install and configure server and Nolij Web database (a relational database such as SQL Server will be needed for storing the Nolij Web database tables) ✓ Test server connection to one (1) non-proprietary ERP database ✓ Configure and test Nolij Web storage repository (e.g. SAN, Linux, etc.) ✓ Configure scanner(s) & driver(s) ✓ Install Nolij Web metadata tables ✓ Configure test user account and validate authentication methodology (e.g., LDAP, Kerberos, etc.) 	1 week
Nolij Web standard configuration for one administrative office	<ul style="list-style-type: none"> - Nolij will review, implement, and test typical queries, permissions and document types with the client - At the end of this phase, an office has the ability to scan/store/index/retrieve within a test environment - Major benefits of scan/store/index/retrieve functionality include: <ul style="list-style-type: none"> ✓ Eliminate the need for the creation of any paper folders by creating a user-friendly electronic virtual folder ✓ Single point access to all new record data for increased on-line services to applicants, supervisors and departments ✓ Improve techniques for receipt of external documents ✓ Record matching and document searching ✓ Ability to retrieve single student records through a variety of queries 	1 week (per office)
Nolij Web End User Training	<ul style="list-style-type: none"> - Nolij will provide one week of onsite training to the Nolij Web end users. Training is comprised of classroom style training and one-on-one personal coaching for the functional office users at their workstations - Nolij provides each attendee with a bound hardcopy of the classroom training materials - Training covers all essential Nolij Web functional tasks including: <ul style="list-style-type: none"> ✓ Log-in, scanning, storing, indexing and retrieving documents ✓ Image manipulation, annotations and messaging - Class size is limited to 12 attendees per session, up to two sessions per week, total of 24 attendees 	1 week
Nolij Web Advanced Administrator Training	<ul style="list-style-type: none"> - Nolij will provide one week of onsite training focused to specific technical disciplines custom tailored in advance with the client. Based on available time and each clients interest, the Advanced Admin training can contain modular components selected by the client for Nolij Best Practices including: <ul style="list-style-type: none"> ✓ NW Workflow and bi-directional NW Forms and query/insert/update to SIS, custom table capture of data specific to NW Workflows, attaching to multiple database sources, context searching in documents, techniques and 	1 week

	<ul style="list-style-type: none"> ✓ approaches in building sub-index queries ✓ Building, using, and migrating Nolij Web test environment into production ✓ Nolij Connect user views and template creation ✓ eForm planning and approaches ✓ Configuring the Nolij Archive module for complex retention/roll-off scheduling ✓ Other technical/functional areas when mutually agreeable - Advanced Admin training is highly technical with hands-on labs and intentionally less structured than other Nolij classes for each clients unique needs - After completing this course, attendees will be trained to design and implement advanced Nolij Web functionality - Class size is limited to 4 attendees and is open to the system administrator(s) as well as programmers and technical staff within functional offices 	
<p>Nolij Web Workflow design & configuration for an administrative office</p>	<ul style="list-style-type: none"> - Nolij will plan, design, and implement an electronic business process utilizing Nolij Web Workflow. - Includes a review of Nolij Web Workflow functionality and Best Practice usage examples - Reviews client provided documentation (e.g., block diagram/Visio/written procedures/etc.) of their existing manual departmental level processes. - Includes Client Requirements Document (CRD) discovery session(s) for final crafting and Best Practice Nolij Web recommendations for client specific Nolij Web implementation - Includes a Nolij developed CRD, verified and signed by the client prior to the start of Nolij Web Workflow configuration work - Includes external database integration (e.g., Banner, PeopleSoft, Jenzabar, PowerFAIDs, etc.) via JDBC - Benefits of Nolij Web Workflow – real-time process efficiency and quality <ul style="list-style-type: none"> ✓ Automate information flow based on defined roles, inputs and outputs ✓ Automate redundant and time consuming tasks (e.g., automatic SIS checklist updates) ✓ Eliminate the limitation of a physical folder's whereabouts ✓ Remove process bottlenecks and incorporate load balancing ✓ Track and locate a folder and its status any time - Deliverables include: <ul style="list-style-type: none"> ✓ Up to 4 hours Client Requirements Discovery (CRD) final crafting. ✓ Up to 20 total Nolij Web Workflow Steps, including up to 3 Nolij Web Automated Workflow Steps. ✓ Up to 100 unique Nolij Web Inboxes. ✓ Configured to read access up to two external client databases. 	<p>1 week</p>
<p>Nolij Web Forms design & configuration an administrative office</p>	<ul style="list-style-type: none"> - Nolij will plan, design and implement an integrated view of relevant data (which may reside in disparate forms, screens or systems) to be displayed alongside an image using Nolij Web Forms. - Includes a review of Nolij Web Forms functionality and Best Practice usage examples - Leverages client provided documentation of their existing ERP/SIS tables - Includes Client Requirements Document (CRD) discovery session(s) for the final crafting and Best Practice Nolij Web recommendations for client specific Nolij Web Forms implementation - Includes external database integration (e.g., Banner, PeopleSoft, Jenzabar, PowerFAIDs, etc.) via JDBC - Benefits of Nolij Web Forms – real-time process efficiency and quality <ul style="list-style-type: none"> ✓ Ability to aggregate and display relevant data (which may reside in disparate forms, screens, or systems multiple systems) and display alongside a student folder's content for a 	<p>1 week</p>

	<p>truly integrated view within Nolij Web</p> <ul style="list-style-type: none"> ✓ Eliminate the need to toggle between disparate systems, forms or screens to be able to see and update all relevant data ✓ Include custom data that may or may not reside in the ERP/SIS <p>- Deliverables include:</p> <ul style="list-style-type: none"> ✓ Up to 4 hours Client Requirements Discovery (CRD) final crafting. ✓ Limited to one (1) Form. ✓ Up to 30 total fields per Form. ✓ Up to 10 read only database queries. ✓ Configured to read access up to three external client databases. 	
<p>- Go-Live Readiness and Mentoring Services</p>	<ul style="list-style-type: none"> - Go-Live Readiness and Mentoring Services are designed specifically to facilitate a smooth transition of the customer's Nolij Web system from test to live production. - Nolij will provide services to assist and mentor the customer technical team to reinforce newly acquired Nolij Web skills, and to reduce their learning curve. - Nolij will provide personal guidance, answer administrator or user questions in real-time and provide proactive and on-demand over-the-shoulder coaching. - Go-Live Readiness and Mentoring Services are sold in units of five (5) prepaid days that can be used all at once, or scheduled as needed in half-day increments over a six months period. - Work focus examples include: <ul style="list-style-type: none"> ✓ Operational administration ✓ Nolij Web Workflow or Nolij Web Forms design planning ✓ Adjustments and configuration changes ✓ Integration planning ✓ Expansion/capacity planning ✓ Upgrade planning and assistance ✓ Migrating test instance changes to production ✓ Migration planning ✓ Software adjustments to accommodate client business process changes - Go-Live Readiness and Mentoring Services are scheduled in advance and typically delivered remotely, onsite delivery can be provided for weeklong requests. 	<p>1 week</p>

This Statement of Work has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.

By: _____

Name: _____

Title: _____

Date: _____
("Effective Date")

CLIENT

By: _____

Name: _____

Title: _____

Date: _____



THIRD-PARTY SOFTWARE AND SERVICES ADDENDUM E

This Addendum governs the use of any third-party Software products and services licensed by Jenzabar to Client. This Addendum is attached to and made a part of the Master Agreement between Jenzabar, Inc. and Client. The General Terms and Conditions of the Master Agreement apply to this Addendum.

1. THIRD-PARTY LICENSE GRANT.

Jenzabar grants Client a non-exclusive, non-transferable license to use the third-party Software products and/or services specified in an Order (the "*TP Order*") for Client's own non-commercial internal higher education administrative activities with such license rights and privileges as Jenzabar is authorized to grant Client pursuant to its agreement with the applicable third-party provider. Client will have the right to use such third-party Software and/or services pursuant to the terms and conditions of this Addendum and the third-party provider's standard terms and conditions (the "*TP Conditions*") that relate to the third-party Software and/or services listed on the applicable TP Order. Client's usage of any third-party Software or service licensed hereunder is restricted to the minimum hardware configuration required and the number of seats or users to extent specified in the TP Order. Each third-party provider retains title to, all copies thereof and any associated Intellectual Property Rights therein.

2. THIRD-PARTY LICENSE RESTRICTIONS.

Client's use of the third-party Software or services listed on the applicable TP Order is restricted pursuant to Jenzabar's standard third-party restrictions, Jenzabar's agreement with such third-party provider, and Client's compliance with the TP Conditions. Reverse engineering, disassembly or decompilation of any third-party Software or service on an applicable TP Order is prohibited. Client is prohibited from sublicensing, timesharing, rental, facility management, or service bureau usage of any third-party Software or service licensed hereunder.

3. DISCLAIMER OF WARRANTIES AND LIABILITY EXCLUSION.

3.1. NO JENZABAR WARRANTY. ANY LICENSE GRANT FOR ANY THIRD-PARTY SOFTWARE OR SERVICES HEREUNDER BY JENZABAR AS AN AUTHORIZED RESELLER IS PROVIDED BY JENZABAR WITHOUT ANY WARRANTY FROM JENZABAR. ANY WARRANTY FOR THIRD-PARTY SOFTWARE AND/OR SERVICES IS PROVIDED EXCLUSIVELY BY SUCH THIRD-PARTY PROVIDER AND IS EXPRESSLY LIMITED TO THE WARRANTY PROVIDED BY THE THIRD-PARTY PROVIDER, IF APPLICABLE. JENZABAR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.2. NO JENZABAR LIABILITY. IN NO EVENT WILL JENZABAR BE LIABLE TO CLIENT RELATED TO CLIENT'S USE OF THE THIRD-PARTY SOFTWARE AND/OR SERVICES UNDER THIS ADDENDUM.

3.3. EACH THIRD-PARTY PROVIDER FOR THE THIRD-PARTY SOFTWARE AND SERVICES LISTED ON THE APPLICABLE TP ORDER WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL AND

CONSEQUENTIAL DAMAGES AND CLIENT DISCLAIMS AND LIMITS ANY AND ALL LIABILITY OF SUCH THIRD-PARTY PROVIDER CONSISTENT WITH THE TP CONDITIONS.

4. INDEMNITY.

Client will indemnify Jenzabar and each third-party provider for any claims related to Client's violation of this Addendum and/or the TP Conditions.

5. SUPPORT.

If indicated on the applicable TP Order, Jenzabar will provide its standard third-party support services for third-party Software and/or services that Jenzabar is obligated to provide support services for, as indicated on the applicable TP-Order. If not indicated on the applicable TP Order, such support will be available from third-party provider directly.

6. FEES.

Client shall make payment to Jenzabar for the third-party Software and/or services as set forth in the applicable TP Order. Notwithstanding anything to the contrary in the TP Conditions, by paying Jenzabar all fees on the applicable TP Order, Client shall have the right to use the third-party Software and/or services specified in the TP Order during the TP-Term and any renewal TP-Term.

7. TERM AND TERMINATION.

The term of the third-party Software and services will commence on the effective date of the TP Order or such other date specified in the TP Order and will continue as specified in the TP Order and as renewed hereunder (the "*TP-Term*"). Thereafter, unless otherwise provided in the TP Order, the TP-Term will be automatically renewed for successive annual renewal terms commencing on the renewal date as set forth in the TP Order, unless either party provides written notice of nonrenewal at least sixty (60) days prior to the end of the current TP-Term. All renewal terms will be priced at then-current rates. Jenzabar will notify Client at least ninety (90) days prior to the start of any renewal term of any price changes or change in terms for such renewal term. Except for a breach pursuant to Section 3 of the General Terms of the Master Agreement, Client may not terminate the third-party Software or services prior to the end of the applicable TP-Term. Upon termination of the TP-Term, Client will destroy or return all copies of any third-party Software and services licensed hereunder, to the extent received by Client, to Jenzabar to be returned to such third-party provider.

8. CONFIDENTIALITY.

Although copyrighted, the third-party Software products and services contain proprietary and confidential information of each such third-party. Client will maintain the third-party Software and services listed on the applicable TP Order in confidence and

will use a reasonable degree of care to protect the confidentiality of the third-party Software and/or service.

9. NOTICE OF CLAIM.

Client will provide Jenzabar with prompt written notice of any claim, or suit against Client regardless of its nature, which involves any third-party Software or service licensed hereunder,

and Client shall provide Jenzabar with all information known to Client relating thereto.

10. CONFLICT.

In the event of a conflict between this Addendum and the TP Conditions with respect to Jenzabar's rights and obligations related to the third-party Software and/or services, this Addendum shall control.

This Addendum has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.

By: _____

Name: _____

Title: _____

Date: _____

("Effective Date")

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

Request to Approve Emeritus Status for Leslie Collins

Recommendation:

Staff recommends approval of emeritus status for Leslie Collins, academic advisor at the White Mountain Campus. Ms. Collins will be retiring from NPC as an academic advisor at the end of September. She has twelve years of service at NPC and thus does not meet the normal emeritus time of service standard.

Summary:

Staff requests that the College waive the standard in Ms. Collins case, per Procedure 2776, and grant her emeritus status given her significant contributions to the college community. Procedure 2776 provides a process for awarding emeritus status to employees who do not fulfill the standard time requirement for the honor:

There may be individuals who work for the college less than 15 years and retire who are deserving of recognition as either emeritus or meritorious service. In these cases any member of the college community may make a written nomination and recommendation to the college president to award the appropriate designation because of their significant contribution to the college while employed.

Ms. Collins is the longest serving campus academic advisor at NPC. Over the past five years, she has served as a mentor, trainer, and friend to a new generation of NPC academic advisors. She has willingly traveled throughout the district to train new staff while simultaneously maintaining the highest student advisee load in the college.

Ms. Collins has also served as a Psychology adjunct faculty for NPC, taken on additional responsibilities as tutoring coordinator, alternative credit evaluator, and dual enrollment/NAVIT placement tester. She has always been willing to serve on college committees, and consistently provides thoughtful and reasoned input through the shared governance process.



To: Blaine Hatch, Vice President for Administrative Services
From: Mark Vest, Vice President for Learning and Student Services
Re: Emeritus nomination for Leslie Collins
Date: September 7, 2012

Blaine, I am writing you in your capacity as interim Human Resources Director to request emeritus status for Leslie Collins. As you know, Ms. Collins will be retiring from NPC as an academic advisor at the end of September. She has twelve years of service at NPC and thus does not meet the normal emeritus time of service standard.

I request that the College waive the standard in Ms. Collins case, per Procedure 2776, and grant her emeritus status given her significant contributions to the college community. Ms. Collins is the longest serving campus academic advisor at NPC. Over the past five years, she has served as a mentor, trainer, and friend to a new generation of NPC academic advisors. She has willingly traveled throughout the district to train new staff while simultaneously maintaining the highest student advisee load in the college.

Ms. Collins has also served as a Psychology adjunct faculty for NPC, taken on additional responsibilities as tutoring coordinator, alternative credit evaluator, and dual enrollment/NAVIT placement tester. She has always been willing to serve on college committees, and consistently provides thoughtful and reasoned input through the shared governance process.

Her service to NPC, while not meeting the time requirement of Procedure 2776, far exceeds the standard in quality. She is and always has been an exceptional advisor and a better person. Please consider her for emeritus status upon her retirement.

**Human Resources UPDATE
DGB-September 18, 2012**

FILLED

- 1. Faculty in Early Childhood Development – Betsy Peck started August 22, 2012. She has her B.A. and M.A. from Arizona State University.**
- 2. Faculty in Cosmetology – Stacy Ashcraft started September 17, 2012. Stacy has her AAS in Cosmetology from Northland Pioneer College.**

OPEN

- 1. Director of Human Resources – closed August 15, 2012; 20 applicants**
- 2. ADOC part-time Faculty – closes September 21, 2012; 1 applicant**
- 3. EMS part-time Program Clerk – open until filled; no applicants**
- 4. Database Administrator – open until filled; 4 applicants**
- 5. Director of Administrative Systems Support – open until filled; 9 applicants**
- 6. Faculty in Nursing - open until filled; no applicants**
- 7. Small Business Analyst – will be reposted**
- 8. Assistant to the Campus Manager – will be reposted**