

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 **June 19, 2018 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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

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

The Board may vote to hold an executive session for discussion or consideration of a personnel matter pursuant to A.R.S. §38-431.03(A)(1). The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 18th day of June 2018, at 10:00 a.m.

Paul Hempsey
Recording Secretary to the Board

NOTICE DISTRIBUTION

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

OUR MISSION

Northland Pioneer College
provides, supports
and promotes
lifelong learning.



Northland Pioneer College

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

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

Governing Board Meeting Agenda

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

Date: June 19, 2018

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Lucero
2.	Adoption of the Agenda (Action)	Chair Lucero
3.	Call for Public Comment <small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	Chair Lucero
4.	Reports:	
	A. Financial Position	CBO Ellison
	B. NPC Friends and Family	Director Wilson
	C. NPC Faculty Association	No Report
	D. Human Resources	Written Report
	E. CASO	No Report
	F. NPC Student Government Association	No Report
5.	Consent Agenda (Action)	Chair Lucero
	A. May 15, 2018 TNT Hearing Minutes	
	B. May 15, 2018 Budget Hearing Minutes	
	C. May 15, 2018 Special Board Meeting Minutes	
	D. May 15, 2018 Regular Board Minutes	
	E. June 5, 2018 Special Board Meeting Minutes	
	F. Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Red Mesa USD; Snowflake USD; St. Johns USD.	
	G. NALETA Intergovernmental Agreements between Navajo County Community College District and the Town of Eager; the City of St. Johns Police Department; Holbrook Police Department; the Snowflake-Taylor Police Department; the Town of Pinetop-Lakeside; the Navajo Co. Sheriff's Office; the Springerville Police Department; the White Mountain Apache Tribe's Police Department; the Winslow Police Department; the City of Show Low.	
6.	Old Business: None.	
7.	New Business:	
	A. Administrator Emeritus – Beulah Bob-Pennypacker	Director Roediger
	B. Moodle	Jennifer Bishop
	C. Criterion 5 Report	President Swarthout
	D. Call for Election (Action)	President Swarthout
	E. 2020-21 Academic Calendar (Action)	Vice President Vest
	F. NATC Board Membership	Vice President Vest
	G. Review of Higher Learning Commission (HLC) Financial Ratios	CBO Ellison
	H. Program Review	Vice President Vest
	I. Request to Approve JTS Service Level Agreement (SLA)	CIO Way
	J. Professional Services Contract – Emergency Management (Action)	Vice President Vest
	K. Interim Director of Financial Aid	Vice President Vest
	L. Request to Accept First Things First Grant	Vice President Vest

- 8. **Standing Business:**
 - A. **Strategic Planning and Accreditation Steering Committee Report**..... Vice President Vest
 - B. **President's Report** President Swarhout
 - C. **DGB Agenda Items and Informational Needs for Future Meetings** Chair Lucero
- 9. **Board Report/Summary of Current Events**..... Board Members
- 10. **Announcement of Next Regular Meeting** **August 21, 2018** Chair Lucero
- 11. **Adjournment**.....**(Action)** Chair Lucero

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



Northland Pioneer College

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

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2017 to April 30, 2018

Budget Period Expired

83%

Tax Supported Funds

	General Unrestricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	14,834,954	2,253,485	12,564,816	85%
State Aid:				
Maintenance and Operations	1,649,000	-	1,236,750	75%
Equalization	6,672,100	-	5,004,075	75%
Tuition and Fees	4,800,000	592,912	4,268,741	89%
Investment earnings	140,000	31,538	420,380	300%
Grants and Contracts	1,500,000	403,934	1,591,247	106%
Other Miscellaneous	200,000	20,908	217,644	109%
Fund Balance	400,000			
Transfers	(2,900,000)	(15,558)	(2,674,746)	92%
TOTAL REVENUES	\$ 27,296,054	\$ 3,287,219	\$ 22,628,907	83%

EXPENDITURES				
Salaries and Wages	17,964,196	1,437,588	13,311,068	74%
Operating Expenditures	9,331,858	450,137	5,512,390	59%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 27,296,054	\$ 1,887,725	\$ 18,823,458	69%

	Unrestricted Plant			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	369,100	-	276,825	75%
Other Miscellaneous				
Fund Balance	3,000,000	148,208	941,841	31%
Transfers	2,000,000		2,000,000	100%
TOTAL REVENUES	\$ 5,369,100	\$ 148,208	\$ 3,218,666	60%

EXPENDITURES				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	5,369,100	149,208	3,218,666	60%
TOTAL EXPENDITURES	\$ 5,369,100	\$ 149,208	\$ 3,218,666	60%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2017 to April 30, 2018

Budget Period Expired 83%

Restricted and Auxiliary Funds

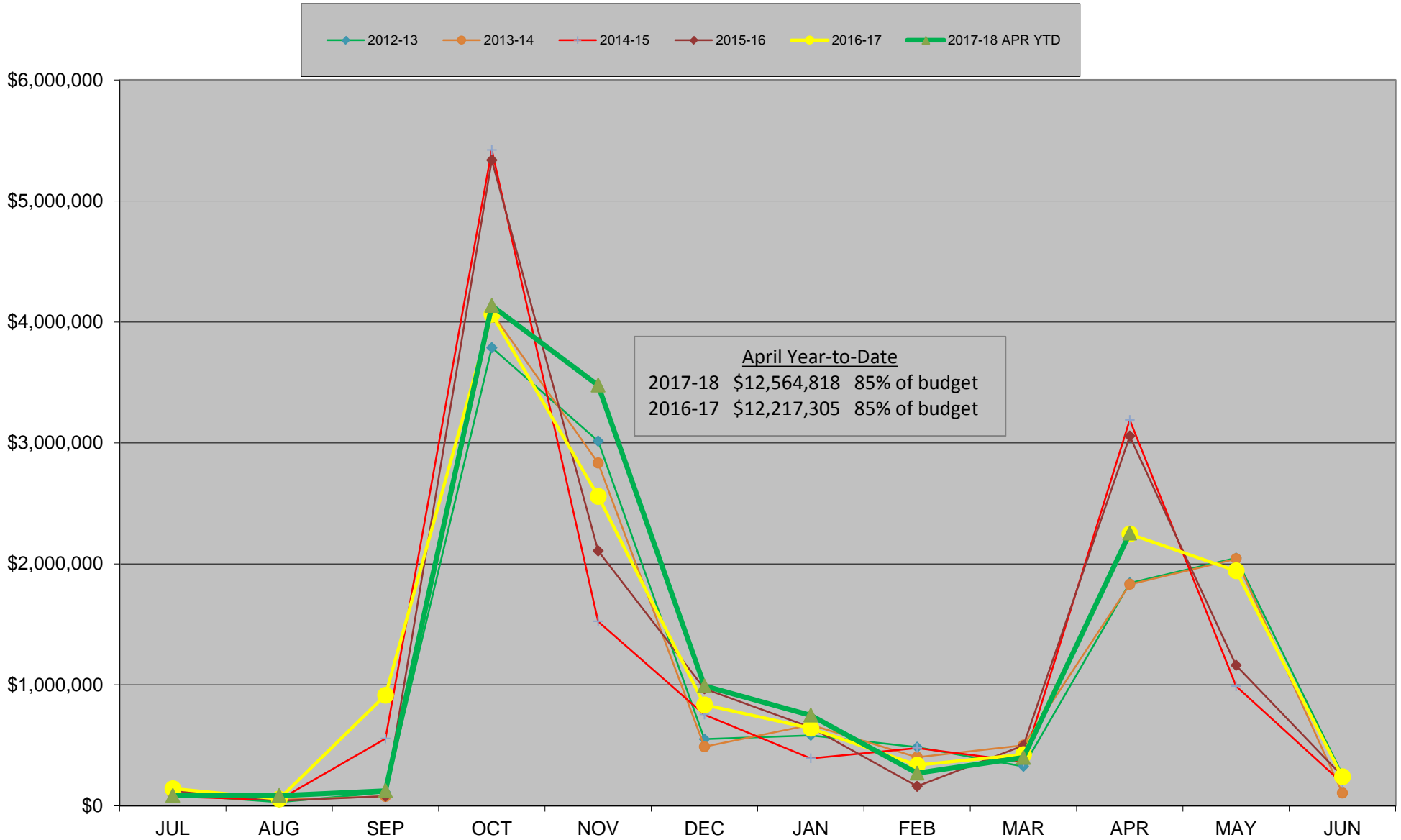
	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,000,000	249,027	3,615,361	60%
Fund Balance	-			
Transfers	600,000	-	600,000	100%
TOTAL REVENUES	\$ 6,600,000	\$ 249,027	\$ 4,215,361	64%
EXPENDITURES				
Salaries and Wages	917,965	103,016	907,454	99%
Operating Expenditures	5,682,035	169,812	2,868,475	50%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 6,600,000	\$ 272,828	\$ 3,775,929	57%

	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	350,000	9,770	234,899	67%
Fund Balance	-			
Transfers	300,000	15,558	74,746	25%
TOTAL REVENUES	\$ 650,000	\$ 25,328	\$ 309,645	48%
EXPENDITURES				
Salaries and Wages	297,580	22,652	244,292	82%
Operating Expenditures	352,420	3,244	65,353	19%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 650,000	\$ 25,896	\$ 309,645	48%

Cash Flows

Cash flows from all activities (YTD)	\$30,372,579
Cash used for all activities (YTD)	\$26,127,698
Net Cash for all activities (YTD)	\$4,244,881

Monthly Primary Property Tax Receipts



April Year-to-Date
 2017-18 \$12,564,818 85% of budget
 2016-17 \$12,217,305 85% of budget

OPEN POSITIONS

- 1. Program Coordinator, EMT – Open until filled. 2 applicants.**
- 2. Faculty in Medical Assistant – Open until filled. 3 applicants.**
- 3. ADOC Faculty in Masonry Construction Technology – Open until filled. 1 applicant.**
- 4. Faculty in Computer Information Systems – Closes June 15, 2018. 6 applicants.**
- 5. SCC Facilities Coordinator – Closes, June 15, 2018**
- 6. Social Media Specialist – Closes June 29, 2018.**

CLOSED: IN REVIEW

- 1. Instructional Support Specialist – Closed April 30, 2018. 1 applicant.**
- 2. Director of Institutional Research – Closed May 25, 2018.**
- 3. Assistant to the Campus Manager – Closed May 31, 2018. 18 applicants.**
- 4. Interim Dean of Arts and Sciences – Closed May 31, 2018. 1 applicant.**
- 5. Support Center Operator – Closed June 1, 2018. 6 applicants.**

FILLED

- 6. Student Accounts Manager – Olivia Jaquez started May 16, 2018. She was previously the Human Resources/Training Specialist.**
- 7. Procurement Manager – Robert Johnson starts July 1, 2018. Robert was previously the Human Resources/Payroll Specialist.**
- 8. Records and Registration Clerk – Chelsea Hager started May 21, 2018.**
- 9. Faculty in Geology – Amelinda Webb starts August 13, 2018. Dr. Webb received her B.A. from Cornell College, her M.S. from San Diego State University and her Ph.D. from Yale Univeristy.**
- 10. Faculty in Biology – Susan Hoffman starts August 13, 2018. Dr. Hoffman received her A.A. from St. Petersburg Junior College, her B.S. in Avila College and her Ph.D. from the University of South Florida**
- 11. Academic Advisor – WMC – April Horne starts June 18, 2018. April was previously the Center Advisor/Library Technician at Whiteriver.**
- 12. Interim Vice President for Learning & Student Services –Rickey Jackson starts July 1, 2018. Rickey was previously the Dean of Arts and Sciences.**
- 13. Faculty in Business-SCC- Kurry Klingel starts August 13, 2018. Kurry received his BBA from Franklin University and his MBA from Marylhurst University.**
- 14. Grant Project Coordinator-GEAR UP – Harshika Bhatt started May 14, 2018. Harshika was previously an adjunct faculty.**
- 15. Systems Support Technician – Kipp Welch starts June 18, 2018. Kipp was previously the Information Services Support Technician.**
- 16. Bookstore Specialist – Ralph Mahkovec starts July 1, 2018. Ralph was previously the Whiteriver Center Manager.**
- 17. Jr. Network & Systems Administrator-Curtis Roberts starts June 18, 2018.**

Navajo County Community College District Truth in Taxation Public Hearing Minutes

May 15, 2018 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

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

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

Governing Board Member Absent: Mr. George Joe.

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

Others Present: Isaac Hutton; Everett Robinson; Diana Hutchinson; Ann Hess; Betsyann Wilson; Pat Lopez; Frank Pinnell; Josh Rogers; Rebecca Hunt; Eleanore Hempsey; Gail Campbell; Rickey Jackson; Jon Wisner; Peggy Belknap; Chris Roediger; Lauren Maestas; Wes King; Terrie Shevat; Chet Adams; Mike Solomonson; Amber Hill.

Agenda Item 1: Call to Order

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

Agenda Item 2: Truth in Taxation Publication

CBO Ellison addressed the Board and stated the college was following Arizona statutes by notifying property taxpayers of its intention to raise primary property taxes and holding a Truth in Taxation Hearing.

Agenda Item 3: Request of Proposed 2018-2019 Primary Property Tax

CBO Ellison reviewed the Proposed 2018-2019 Primary Property Tax with the Board commenting that the information had not changed from the previous months it has been discussed.

Mr. Lucero asked what the rate would be for the Truth in Taxation raise. CBO Ellison responded the rate would be \$1.8164.

Mr. Matteson asked what the impact would be if the Cholla Power Plant closed on July 1. President Swarthout responded that the college would not see an impact in this fiscal year as Property Tax Valuations for the year are already in place. The effect would be felt in fiscal year 2019-20.

Agenda Item 4: Call for Public Comment

CBO Ellison read a statement from Jerry Brownlow in opposition of the tax increase.
CBO Ellison read a statement from James Lemons in opposition of the tax increase.

Agenda Item 5: Adjournment

The meeting was adjourned at 10:17 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

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Paul Hempsey
Recording Secretary to the Board

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Navajo County Community College District 2018-2019 Proposed Budget Public Hearing Minutes

May 15, 2018 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

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

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

Governing Board Member Absent: Mr. George Joe.

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

Others Present: Isaac Hutton; Everett Robinson; Diana Hutchinson; Ann Hess; Betsyann Wilson; Pat Lopez; Frank Pinnell; Josh Rogers; Rebecca Hunt; Eleanore Hempsey; Gail Campbell; Rickey Jackson; Jon Wisner; Peggy Belknap; Chris Roediger; Lauren Maestas; Wes King; Terrie Shevat; Chet Adams; Mike Solomonson; Amber Hill.

Agenda Item 1: Call to Order

Chair Lucero called the meeting to order at 10:18 a.m.

Agenda Item 2: Presentation of Proposed 2017-2018 Budget

CBO Ellison addressed the Board and presented the Proposed 2018-2019 Budget commenting the Preliminary budget adopted in April remains unchanged.

Mr. Lucero asked if the college had an estimate of how much the Expenditure Limit would be breached by in the next fiscal year. CBO Ellison noted that the college does still not have firm figures and were working on the assumption of between half a million and 1.5 million dollars.

Mr. Leslie stated his concerns about asking the tax payers for more money without showing what the college would be doing to reduce the budget, and asked if the college had any proposals to reduce spending. Dr. Swarthout noted that discussions were ongoing and a number of ideas were being reviewed with the hope of bringing them to the Board in early Fall. Mark Vest suggested the Board should expect a planning retreat early in the Fall semester to allow the Administration to walk them through the options, and subsequent impacts, for reducing the budget.

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Adjournment

The meeting was adjourned at 10:33 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

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Paul Hempsey
Recording Secretary to the Board

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Navajo County Community College District Special Board Meeting Minutes

May 15, 2018 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

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

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

Governing Board Member Absent: Mr. George Joe.

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

Others Present: Isaac Hutton; Everett Robinson; Diana Hutchinson; Ann Hess; Betsyann Wilson; Pat Lopez; Frank Pinnell; Josh Rogers; Rebecca Hunt; Eleanore Hempsey; Gail Campbell; Rickey Jackson; Jon Wisner; Peggy Belknap; Chris Roediger; Lauren Maestas; Wes King; Terrie Shevat; Chet Adams; Mike Solomonson; Amber Hill.

Agenda Item 1: Call to Order

Chair Lucero called the meeting to order at 10:34 a.m.

Agenda Item 2: Request to Approve 2018-2019 Proposed Tax Levy

CBO Ellison reviewed the Request to Approve the 2018-2019 Proposed Tax Levy stating that there was no changes from the information provided in April and staff recommends approval.

*Mr. Matteson moved to approve the proposed 2018-2019 property tax levy rate as presented. The motion was seconded by Mr. Peaches. **The vote failed upon a roll-call vote, with affirmative votes from Mr. Matteson, and Mr. Peaches. Chair Lucero and Mr. Leslie opposed.***

*Mr. Leslie made a motion to increase the proposed 2018-2019 property tax level by the TNT rate. The motion was seconded by Mr. Peaches. **The vote passed upon a roll-call vote, with affirmative votes from Mr. Leslie, Mr. Peaches, and Chair Lucero. Mr. Matteson opposed.***

President Swarthout noted that staff would need to bring a revised budget to the Board and noted the deadline for submission to the state. The Board agreed to schedule a Special Meeting on June 5th, 2018, to act on the revisions.

Agenda Item 3: Request to Approve 2018-2019 Proposed Budget

Not discussed.

Agenda Item 4: Request to Adopt 2018-2021 Proposed Capital Budget
Not discussed.

Agenda Item 5: Adjournment

The meeting was adjourned at 10:45 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

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Paul Hempsey
Recording Secretary to the Board

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Navajo County Community College District Governing Board Meeting Minutes

May 15, 2018 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

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

Governing Board Member Present by Phone:

Governing Board Member Absent: Mr. George Joe; Mr. Derrick Leslie.

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

Others Present: Isaac Hutton; Everett Robinson; Diana Hutchinson; Ann Hess; Betsyann Wilson; Pat Lopez; Frank Pinnell; Josh Rogers; Rebecca Hunt; Eleanore Hempsey; Gail Campbell; Rickey Jackson; Jon Wisner; Peggy Belknap; Chris Roediger; Lauren Maestas; Wes King; Terrie Shevat; Chet Adams; Mike Solomonson.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Lucero called the meeting to order at 10:54 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

*Mr. Matteson moved to adopt the agenda moving Agenda Item 7.A. before Agenda Item 4. Mr. Peaches seconded the motion. **The vote was unanimous in the affirmative.***

Agenda Item 3: Call for Public Comment

None.

7.A. Outstanding Alumnus Award Winner for Spring 2018

Rebecca Hunt addressed the Board and presented the Outstanding Alumnus Award for Spring 2018 to Dr. Chet Adams.

Dr. Chet Adams addressed the Board and stated that he had received a phenomenal education at NPC where employees went out of their way to help him succeed.

Agenda Item 4: Reports

4.A. Financial Position – CBO Ellison

CBO Ellison addressed the Board and reviewed the Financial Position Report.

4.B. NPC Friends and Family – Director Wilson

Director Wilson addressed the Board and reported on recent activities, successes, and upcoming events for Friends and Family. Director Wilson noted that the Friends and Family Golf Tournament generated \$7,000 for student scholarships.

Director Wilson was asked if she could record her Scholarship Writing classes so they could be shown in regular classes or posted on the website. Director Wilson thought it would be possible and CIO Way confirmed it would be an option.

4.C. Faculty Association

Pat Lopez addressed the Board and noted this would be the last time she presents to the Board as Faculty Association President. Pat Lopez introduced Frank Pinnell who provided a report on the Welding and Automotive programs at the college and highlighted the 12 students who would attend the National SkillsUSA finals after achieving Gold Medals at the state level. Frank Pinnell discussed job opportunities and salaries for the graduates of the Automotive and Welding programs.

4.D. Human Resources

Written Report.

Mr. Matteson asked, with the posting of the Director of Institutional Effectiveness position, was the contract with GeoDriven terminated. President Swarthout noted that the contract had already ended.

4.E. NPC CASO

Written Report.

4.F. NPC Student Government Association

No Report.

Agenda Item 5: Consent Agenda

A. April 17, 2018 Regular Board Minutes

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

Agenda Item 6: Old Business

None.

Agenda Item 7: New Business

7.B. Criterion 4 Report

Dr. Mike Solomonson addressed the Board and provided a report on Criterion 4 of the college Assurance Argument.

7.C. Program Review Summary

Vice President Vest addressed the Board and provided a review of the Education and College and Career Preparation programs at the college.

7.D. Strategic Planning and Accreditation Annual Report

Randy Hoskins, Co-chair of the Strategic Planning and Accreditation Steering Committee (SPASC) addressed the Board and provided the annual report from the committee.

Mr. Peaches asked if written reports or press releases could be posted in communities, especially around Kayenta where many young people are unaware of the college, to let the public know about the college and what is offered. Randy Hoskins noted that external communication was a priority for the committee and noted the Director of Marketing & Public Relations, Ann Hess, would be leading the effort.

7.E. Jenzabar Contract Renewal

CIO Way addressed the Board and noted that this was an annual, budgeted contract renewal of the Enterprise Resource Planning used by the college and staff recommends approval.

Mr. Matteson made a motion to approve the Jenzabar Contract Renewal as presented. Mr. Peaches seconded. The vote was unanimous in the affirmative.

Agenda Item 8: Standing Business

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

Vice President Vest addressed the Board and noted he had no additional information above the report the Board just received.

8.B. President's Report

President Swarthout reported the retirement announcement of the Yavapai Community College President effective December 31 of this year.

8.C. Agenda Items/Informational Needs

None.

Agenda Item 9: Board Report/Summary of Current Event

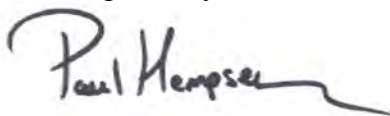
Mr. Lucero reported on the April meeting of the Arizona Association of District Governing Boards and noted a name change to the Arizona Association of Community College Trustees.

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, June 19, 2018

Agenda Item 11: Adjournment

The meeting was adjourned at 11:56 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

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Paul Hempsey
Recording Secretary to the Board

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Navajo County Community College District Special Board Meeting Minutes

June 5, 2018 – 10:00 a.m.

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

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

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Jeanne Swarthout; Vice President Mark Vest; Chief Business Officer (CBO) Maderia Ellison; Recording Secretary to the Board Paul Hempsey.

Others Present: Isaac Hutton; Diana Hutchinson; Rickey Jackson; Gail Campbell; Eleanore Hempsey; Lauren Maestas.

Agenda Item 1: Call to Order

Chair Lucero called the meeting to order at 10:00 a.m.

Agenda Item 2: Adoption of the Agenda

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

Agenda Item 3: Call to the Public

None.

Agenda Item 4: Request to Approve 2018-2019 Proposed Budget

CBO Ellison reviewed the request to Approve 2018-2019 Proposed Budget with the Board stating the budget had been reduced to reflect the lower revenues from Property Taxes.

Mr. Matteson asked what specific line items were affected under the new budget. CBO Ellison provided a list to the Board noting Capital funds were currently not impacted.

Mr. Leslie asked if there was any impact to the increase in salaries approved by the Board. CBO Ellison noted that there was not.

*Mr. Matteson moved to adopt the proposed 2018-2019 budget as presented. Mr. Leslie seconded the motion. **The motion passed upon a unanimous vote.***

Agenda Item 5: Request to Adopt 2018-2021 Proposed Capital Budget

CBO Ellison reviewed the request to adopt the 2018-2021 Capital Budget.

Mr. Matteson asked if the planning had started to relocate employees and services from the Learning Center and if the potential Allied Health Building would be an option. Vice President Vest noted that the potential Allied Health Building would be most likely have to be involved in the process. Mr. Lucero asked when the Board may see the initial details. President Swarthout noted that staff had discussed bringing initial steps to the regular June Board meeting.

*Mr. Matteson moved for adoption of the 2018-2021 proposed capital budget as presented. Mr. Leslie seconded. **The motion passed with a unanimous vote.***

Agenda Item 6: Adjournment

The meeting was adjourned at 10:13 a.m. upon a motion by Mr. Matteson, a second by Mr. Joe, and a unanimous affirmative vote.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and St. Johns Unified School District No. 1 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2019. (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph 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 A attached to this Agreement.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's 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. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

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 set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

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 State Student ID number assigned to the student. School District will provide College with the State Student ID 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 Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).
- 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 to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

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 the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

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

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

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

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. 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 State Student ID number and provide that number to College.

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

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

1. has completed the necessary College admissions and registration process;
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 eligibility for College in-state tuition, if applicable under the terms of this Agreement.

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 Dual Enrollment Courses for failure to follow College requirements.

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

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

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, any local fire and safety regulations, and all other applicable federal and state laws.

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Students

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 applicable for Dual Enrollment Courses, 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.

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

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

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

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an un-emancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

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

8. RECORDS

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

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

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

10.2 No Relief from Obligations

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

10.3 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

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

If to School District:

Ed Burgoyne, Superintendent
St. Johns Unified School District No. 1
PO Box 3030,
St. Johns, AZ 85936

COLLEGE

SCHOOL DISTRICT

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

By: Ed Burgoyne,
Title: Superintendent

Date

Date



5/10/18

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.



By: Kristin Mackin
Title: Partner
Counsel for Navajo County Community
College District
Dated: 6/5/18



By: Joseph Young
Title: Chief Deputy County Attorney
Counsel for School District
Dated: 5/16/2018

EXHIBIT A

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

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

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

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

-FALL DE CLASSES-

COURSE	TITLE							INSTRUCTOR	CREDITS
STJ SJCO BUS112 90 90237	FUNDAMENTALS OF BOOK	0	-MTWR-	10:55a-11:50a	ROGERS, DES	3.00			
STJ SJCO BUS100 90 93378	INTRODUCTION TO BUSI	2122	-MTWR-	9:55a-10:50a	ROGERS, DES	3.00			
STJ SJCO BUS110 90 90214	SMALL BUSINESS MANAG	2122	-MTWR-	9:55a-10:50a	ROGERS, DES	3.00			

-SPRING DE CLASSES-

COURSE	TITLE							INSTRUCTOR	CREDITS
STJ SJCO BUS106 71 10210	TECHNIQUES OF PERSONAL	0	-MTWR-	9:55-10:50	ROGERS, DES	3.00			
STJ SJCO BUS122 70 10265	COMPUTER ACCOUNT WITH Q	0	-MTWR-	10:55-11:50	ROGERS, DES	3.00			
STJ SJCO CHM130 70 10562	FUNDAMENTAL CHEMISTRY	0	-MTWR-	10:55-11:50	BURDICK, LY	4.00			
STJ SJCO MAT152 10 11799	ADVANCED ALGEBRA	0	-MTWR-	7:50- 8:49	MORALES, L	3.00			
STJ SJCO MAT189 12 11829	PRECALCULUS ALGEBRA-TRI	0	-MTWR-	12:30-13:30	MORALES, L	3.00			

EXHIBIT B

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

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

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

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$10) per credit hour for each properly enrolled student, capped at one hundred Dollars (\$100) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

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

TUITION:

College tuition is Seventy-four Dollars (\$74) per credit hour for each in-state student and three hundred fifty-five Dollars (\$ 355) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

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

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>	
1.	District _____	Student <u>X</u>
2.	District _____	Student <u>X</u>
3.	District _____	Student _____

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

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

5. FINANCIAL AID

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

[If grants, scholarships or financial aid are available, specify that information here]: N/A

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

Not Applicable

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE funding in prior academic year:

(Specify dollar amount)

\$ 1,606,000

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

(Specify percentage or dollar amount)

-0-

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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Red Mesa Unified School District No. 27 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

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

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

AGREEMENT

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

• **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

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

i. After the governing boards of School District and College have approved

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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Snowflake Unified School District No. 5 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

“Dual Enrollment Course” shall have the same definition as set forth in A.R.S. § 15-101(11). Pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2019. (“Term”).

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

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and St. Johns Unified School District No. 1 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

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

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AGREEMENT

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

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3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2019. (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph 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 A attached to this Agreement.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's 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. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

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 set forth in Section 4.1(A) for up to 25% of the students enrolled in Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course, which shall comply with A.R.S. § 15-1821.01(2)(b). College shall report all exceptions and the justification for each exception as required by A.R.S. § 15-1821.01(2)(b).

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 State Student ID number assigned to the student. School District will provide College with the State Student ID 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 Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).
- 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 to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the course outlines as necessary.

4.4 Policy and Procedure

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

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 the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

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

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

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

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

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

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. 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 State Student ID number and provide that number to College.

5.2 Instructors and Instruction

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

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

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

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

5.4 Policy and Procedure

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

1. has completed the necessary College admissions and registration process;
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 eligibility for College in-state tuition, if applicable under the terms of this Agreement.

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 Dual Enrollment Courses for failure to follow College requirements.

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

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide to College in a timely fashion any data or other information that is required for the submission of any and all reports required by A.R.S. § 15-1821.01.

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, any local fire and safety regulations, and all other applicable federal and state laws.

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

6. MUTUAL AGREEMENTS

6.1 Instructor

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

writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Students

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 applicable for Dual Enrollment Courses, 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.

6.4 Schedule and Number of Students

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

6.5 Availability of Instructors

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

6.6 Guidelines

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

6.7 Rigor of Courses

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

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

7.1 Fees

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

7.2 Supplies

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

7.3 Tuition

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

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

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an un-emancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

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

8. RECORDS

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

9. CONFIDENTIALITY

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

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

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

10.2 No Relief from Obligations

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

10.3 Disposition of Property

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

11. RESPONSIBILITY

11.1 Conduct of Operations

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

11.2 Indemnification

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. NON-ASSIGNABILITY

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

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

16. ENTIRE AGREEMENT

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

17. INVALIDITY OF PART OF THE AGREEMENT

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

18. GOVERNING LAW

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

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

19. NOTICE

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

If to College:

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

If to School District:

Ed Burgoyne, Superintendent
St. Johns Unified School District No. 1
PO Box 3030,
St. Johns, AZ 85936

COLLEGE

SCHOOL DISTRICT

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

By: Ed Burgoyne,
Title: Superintendent

Date

Date



5/10/18

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. §11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.



By: Kristin Mackin
Title: Partner
Counsel for Navajo County Community
College District
Dated: 6/5/18



By: Joseph Young
Title: Chief Deputy County Attorney
Counsel for School District
Dated: 5/16/2018

EXHIBIT A

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

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

-FALL DE CLASSES-

COURSE	TITLE				INSTRUCTOR	CREDITS
STJ SJCO BUS112 90 90237	FUNDAMENTALS OF BOOK	0	-MTWR-	10:55a-11:50a	ROGERS, DES	3.00
STJ SJCO BUS100 90 93378	INTRODUCTION TO BUSI	2122	-MTWR-	9:55a-10:50a	ROGERS, DES	3.00
STJ SJCO BUS110 90 90214	SMALL BUSINESS MANAG	2122	-MTWR-	9:55a-10:50a	ROGERS, DES	3.00

-SPRING DE CLASSES-

COURSE	TITLE				INSTRUCTOR	CREDITS
STJ SJCO BUS106 71 10210	TECHNIQUES OF PERSONAL	0	-MTWR-	9:55-10:50	ROGERS, DES	3.00
STJ SJCO BUS122 70 10265	COMPUTER ACCOUNT WITH Q	0	-MTWR-	10:55-11:50	ROGERS, DES	3.00
STJ SJCO CHM130 70 10562	FUNDAMENTAL CHEMISTRY	0	-MTWR-	10:55-11:50	BURDICK, LY	4.00
STJ SJCO MAT152 10 11799	ADVANCED ALGEBRA	0	-MTWR-	7:50- 8:49	MORALES, L	3.00
STJ SJCO MAT189 12 11829	PRECALCULUS ALGEBRA-TRI	0	-MTWR-	12:30-13:30	MORALES, L	3.00

EXHIBIT B

FINANCIAL PROVISIONS

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

1. INSTRUCTORS

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

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

2. PAYMENTS TO THE SCHOOL DISTRICT

For each course for which the School District provides and pays for the instructor, the College shall pay the School District Ten Dollars (\$10) per credit hour for each properly enrolled student, capped at one hundred Dollars (\$100) per credit hour for each course. *(Indicate N/A if there is no cap.)*

Invoices from the School District to the College shall be based on College course rosters and include the information listed in Exhibit A of this Agreement.

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

TUITION:

College tuition is Seventy-four Dollars (\$74) per credit hour for each in-state student and three hundred fifty-five Dollars (\$ 355) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

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

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>	
1.	District _____	Student <u>X</u>
2.	District _____	Student <u>X</u>
3.	District _____	Student _____

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

- A. School District is authorized and retains the discretion to collect tuition and fee/cost payments from its students to the extent School District deems appropriate; and

- B. School District may reduce its required payment of tuition and fees/costs owed to the College pursuant to paragraph 3 by the amount of any payment owed to School District by the College pursuant to paragraph 2.

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

5. FINANCIAL AID

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

[If grants, scholarships or financial aid are available, specify that information here]: N/A

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

6. FORMAT OF INVOICES BETWEEN THE SCHOOL DISTRICT AND COLLEGE

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

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

Not Applicable

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE funding in prior academic year:

(Specify dollar amount)

\$ 1,606,000

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%

Amount School District returned to College:

(Specify percentage or dollar amount)

-0-

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”); and the Town of Eagar Police Department

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2021. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”); and the THE CITY OF ST. JOHNS POLICE DEPARTMENT

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2021. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”); and the Halbrook Police Dept.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
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**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”); and the Snowflake-Taylor Police Department.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2021. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”) and the Town of Pinetop-Lakeside, Arizona, an Arizona municipal corporation.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2021. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement ("Agreement") is made pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 among Navajo County Community College District ("District"); and the Navajo Co. Sheriff's Office

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA ("Northeastern Arizona Law Enforcement Training Academy") that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District's operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 "Intensive Police Academy" class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
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**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”); and the Springerville Police Dept.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2021. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”); and the White Mountain Apache Tribe’s Police Department.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST(Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.

2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.

3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.

4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District.

5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is entered into as of last date set forth below (the “Effective Date”) by and between the Navajo County Community College District (“District”) and the City of Winslow, Arizona, an Arizona municipal corporation, acting by and through the Winslow Police Department (the “Agency”), pursuant to Ariz. Rev. Stat. § 11-952.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2021. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’ prior written notice of its intention to do so to the other parties. Such early termination shall be

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement (“Agreement”) is made pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 among Navajo County Community College District (“District”) and the City of Show Low, Arizona, an Arizona municipal corporation.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA (“Northeastern Arizona Law Enforcement Training Academy”) that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District’s operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 “Intensive Police Academy” class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District
5. **Enrollment of Students.** The participating cities, towns and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority ARS 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2021. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days’

prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given. Upon termination of this Agreement, each party shall retain its own property.

7. **Immigration compliance.** As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

8. **Conflicts of interest.** As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

9. **Entire Agreement; Amendments.** This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

10. **Governing Law, Forum.** This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona.

11. **Insurance.** The participants will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming each participant as an individual insured with the proper endorsements.

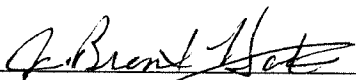
12. **Indemnification.** To the extent permitted by law, each party agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement.

13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association

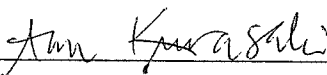
or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

14. **Workman's Compensation.** Each party shall be responsible for any injuries which may occur to its personnel during the course of this IGA. In accordance with A.R.S. 23-1-22, each party shall be deemed the primary employer of its own personnel and shall have sole responsibility for the payment of worker's compensation benefits to its own personnel. Each party shall comply with the notice provisions of A.R.S. 23-1022(E).

City of Show Low

By: 
Brent Hatch, Vice Mayor

Print Name: J. Brent Hatch

ATTEST: 

Board Clerk

Date: April 3, 2018

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Date: _____

ATTEST: _____

Board Clerk

Date: _____

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.

A handwritten signature in black ink, appearing to read "J. Wayne Brown", written over a horizontal line.

Attorney for Agency

A handwritten signature in blue ink, appearing to read "Kristin Mackin", written over a horizontal line.

Kristin M. Mackin

Attorney for Navajo County

Community College District

Call for Election

Recommendation:

Staff recommends approval of the resolution calling for Election of District Governing board member for District #3.

Summary:

The District Governing Board position in Districts #3, held by Mr. Lucero, will expire December 31, 2018.

RESOLUTION

Inasmuch as the District Governing Board term for District #3 will expire on December 31, 2018, it is therefore

RESOLVED, that pursuant to ARS §16-226, §IS-1441.E (I) and §IS-1442.C, the Navajo County Community College District Governing Board hereby calls for a Special District Election to be held November 6, 2018, in order to fill the term for District #3 for a six-year term commencing January 1, 2019 and expiring on December 31, 2024.

We request this election to be conducted by the Navajo County Elections Department in conjunction with the Navajo County General Election on November 6, 2018.

DATED this 19th day of June 2018.

BOARD MEMBERS

Frank Lucero, Chair

Daniel Peaches, Secretary

Derrick Leslie

James Matteson

George Joe

2020-2021 Academic Calendar

Recommendation:

The Instructional Council and instructional leadership recommend adoption of the 2020-2021 academic calendar as presented.

Summary:

Instructional Council and instructional leadership have developed and reviewed the academic calendar for 2020-2021. The academic calendar is approved two years in advance to allow for advance planning by the College and its JTED and K-12 partners. The structure of the recommended calendar follows that of recent years. The calendar has been reviewed by the Strategic Planning and Accreditation Steering Committee with no concerns.

3rd - 10-month Faculty return
 3rd - 4th No registration
 17th - 9-month Faculty return
 24th - First day of class

AUGUST 2020							
W	S	M	T	W	Th	F	S
	25	26	27	28	29	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
1	23	24	25	26	27	28	29
2	30	31					

SEPTEMBER 2020							
W	S	M	T	W	Th	F	S
2	30	31	1	2	3	4	5
3	6	7	8	9	10	11	12
4	13	14	15	16	17	18	19
5	20	21	22	23	24	25	26
6	27	28	29	30			

7th - Labor Day

OCTOBER 2020							
W	S	M	T	W	Th	F	S
6					1	2	3
7	4	5	6	7	8	9	10
8	11	12	13	14	15	16	17
9	18	19	20	21	22	23	24
10	25	26	27	28	29	30	31

NOVEMBER 2020							
W	S	M	T	W	Th	F	S
11	1	2	3	4	5	6	7
12	8	9	10	11	12	13	14
13	15	16	17	18	19	20	21
14	22	23	24	25	26	27	28
15	29	30					

11th - Veterans Day
 26th-27th - Thanksgiving Break

11th - Last day of Fall
 15th - Grades due
 17th-18th - No registration
 23rd-25th, 31st & 1st College closed

DECEMBER 2020							
W	S	M	T	W	Th	F	S
15			1	2	3	4	5
16	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

JANUARY 2021							
W	S	M	T	W	Th	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
1	17	18	19	20	21	22	23
2	24	25	26	27	28	29	30
3	31						

1st - New Year's
 4th - 10-month Faculty return
 11th - 9-month Faculty return
 18th - MLK Day
 19th - First day of Spring semester

FEBRUARY 2021							
W	S	M	T	W	Th	F	S
3		1	2	3	4	5	6
4	7	8	9	10	11	12	13
5	14	15	16	17	18	19	20
6	21	22	23	24	25	26	27
7	28						

MARCH 2021							
W	S	M	T	W	Th	F	S
7		1	2	3	4	5	6
8	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
9	21	22	23	24	25	26	27
10	28	29	30	31			

15th-19th - Spring Break

APRIL 2021							
W	S	M	T	W	Th	F	S
10					1	2	3
11	4	5	6	7	8	9	10
12	11	12	13	14	15	16	17
13	18	19	20	21	22	23	24
14	25	26	27	28	29	30	

MAY 2021							
W	S	M	T	W	Th	F	S
14							1
15	2	3	4	5	6	7	8
16	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

15th Last day of Spring / Commencement
 17th - Last day for 9-month Faculty
 18th - Grades due
 20th - 21st No registration
 31st - Memorial Day
 27th - Last day for 10-month Faculty

1st - First day of Summer school

JUNE 2021							
W	S	M	T	W	Th	F	S
1		31	1	2	3	4	5
2	6	7	8	9	10	11	12
3	13	14	15	16	17	18	19
4	20	21	22	23	24	25	26
5	27	28	29	30			

JULY 2021							
W	S	M	T	W	Th	F	S
5					1	2	3
6	4	5	6	7	8	9	10
7	11	12	13	14	15	16	17
8	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

4th - Independence Day (Observed on the 5th)
 23rd - Last day of Summer
 27th - Grades due
 29th - 30th No registration

NATC Board Membership

Recommendation:

Staff recommends appointment of Peggy Belknap, David Huish, and Rickey Jackson as the NATC managing board for the 2018-2019 academic year.

Summary:

The District Governing Board appoints three college employees to be the NATC managing board. As of July 1, two of the three positions will be vacant. For the upcoming year, staff recommends Dean of Career and Technical Education Peggy Belknap continue on the board and serve as chair. Staff recommends appointment of Director of Facilities and Transportation David Huish to fill the seat vacated by Jason Foutz, and interim Vice President for Learning and Student Services Rickey Jackson to fill the seat vacated by Mark Vest.

Review of Higher Learning Commission (HLC) Financial Ratios

Summary:

The Higher Learning Commission (HLC) uses specific financial ratios to track institutional health as part of an overall strategic financial analysis. The model adopted by the HLC uses the concept of a Composite Financial Index (CFI), which is intended to give a quick snapshot of overall financial health.

Well-managed institutions use their mission to drive success and use financial metrics to determine affordability. The ratios assist in the development of the answers to the following questions and other key questions of strategic financial importance.

- Are resources sufficient and flexible enough to support the mission?
- Are resources managed strategically to advance the mission, such as debt?
- Does asset performance and management support the strategic direction?
- Do operating results indicate the institution is living within available resources?

Data for fiscal year 2016-17 is presented with and without the change in accounting principle related to GASB Statement No. 68 *Accounting and Financial Reporting for Pensions*, which was adopted in fiscal year 2014-15. Historical and comparative information are also included.

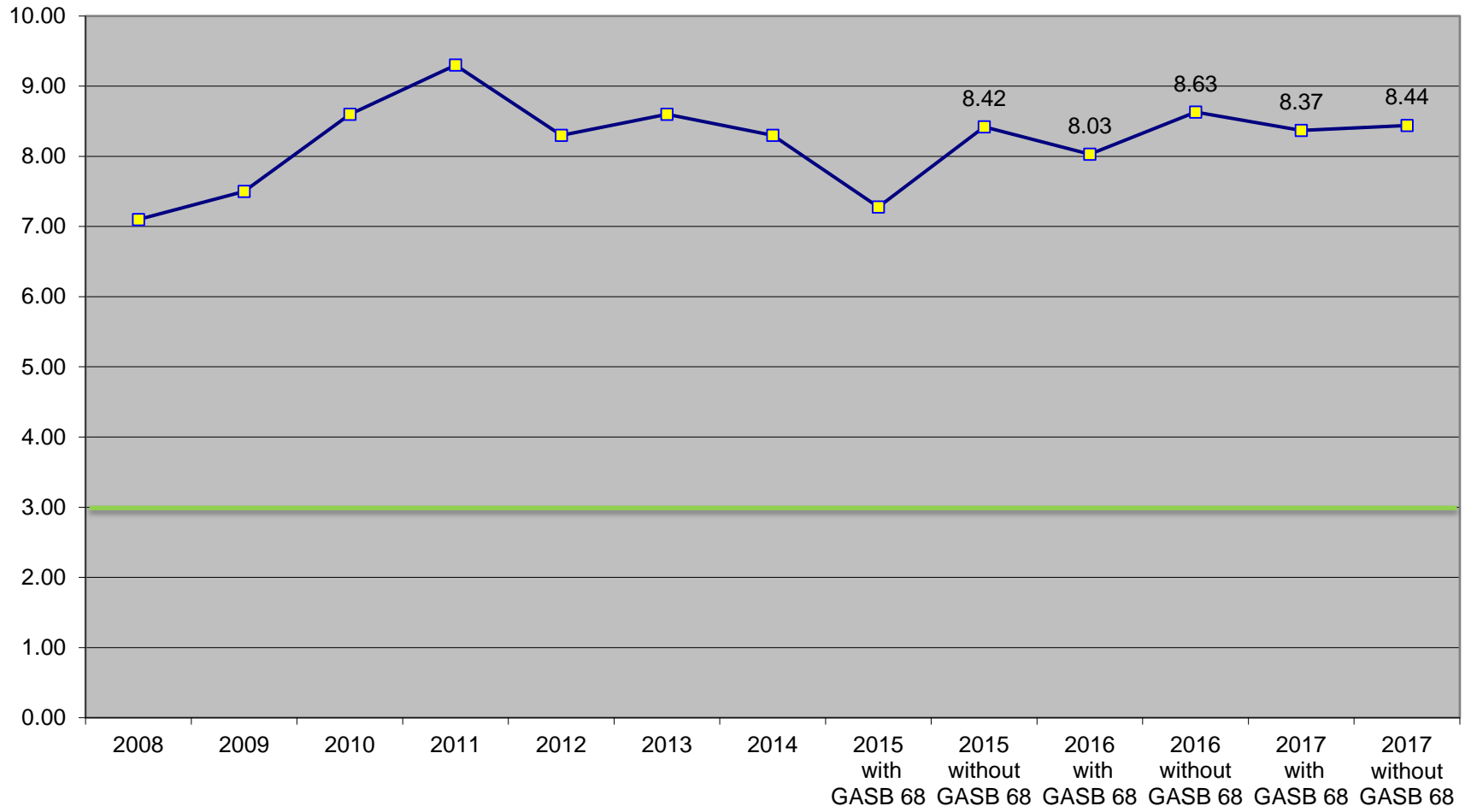
The CFI measures the overall financial health of the institution based on the sufficiency and flexibility of resources, the management of debt, the performance of assets, and the results of operations. A score of 3.0 is considered the threshold for financial health. NPC's score is well above the threshold and has been for years.

The financial ratios that make up the CFI include:

- **Primary Reserve Ratio** (*CFI weight = 35%*) – measures financial strength by comparing expendable net assets to total expenses. The ratio represents the percent of a year the institution could meet financial obligations with assets readily available. A ratio of .40 is considered the threshold for financial health. NPC's score is well above the threshold and has been for years.

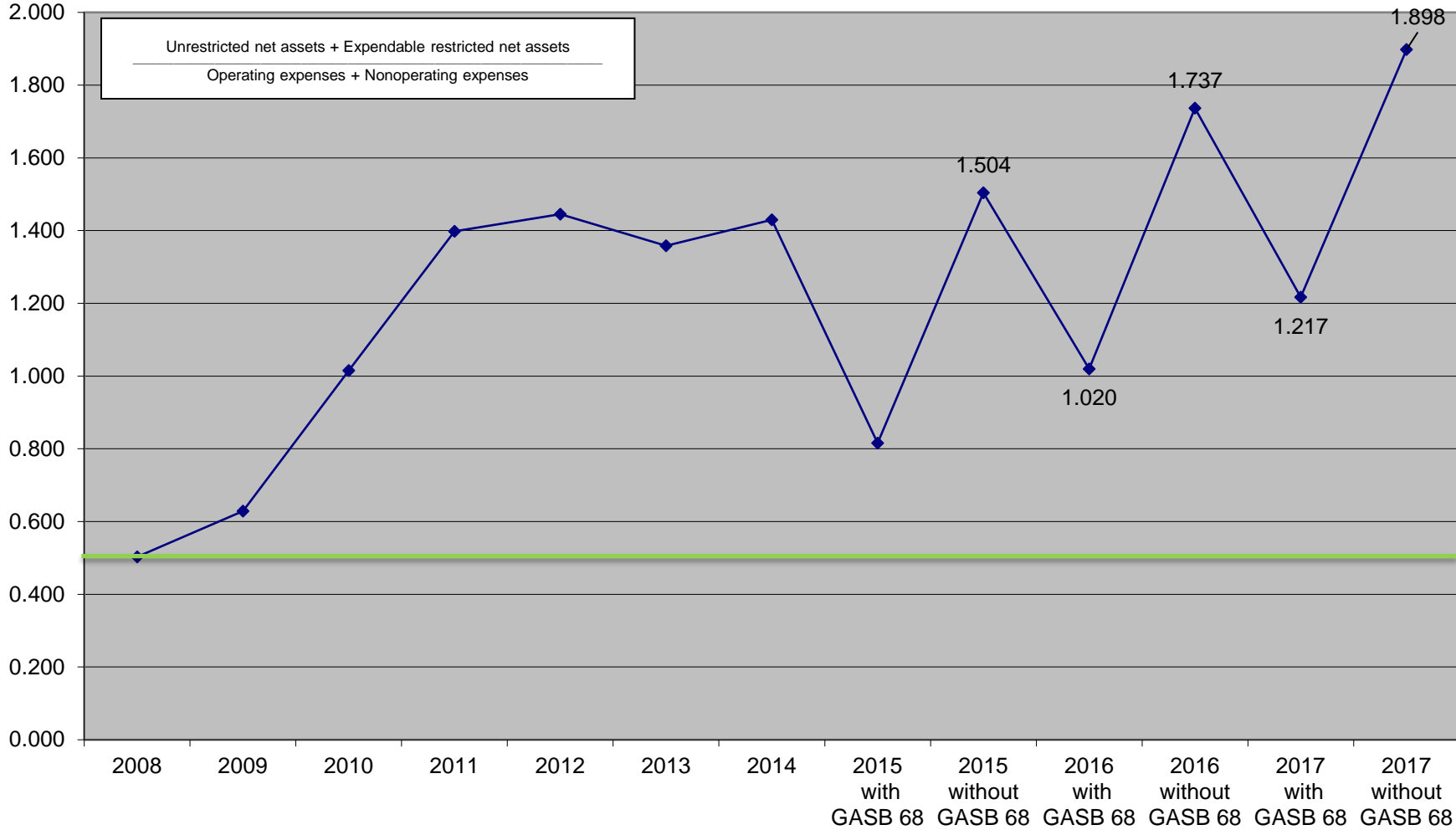
- **Net Operating Revenues Ratio (%)** (*CFI weight = 10%*) - measures whether the institutional operations resulted in a surplus or a deficit for the year. The ability of an institution to operate within available resources in basic day-to-day functions. The threshold for financial health is 4 percent. NPC's score is well above the threshold and has been for years.
 - **Return on Net Assets (%)** (*CFI weight = 20%*) - measures whether the institution's total assets (restricted and unrestricted) are increasing or decreasing. A ratio that is 3-4% above inflation is considered the threshold for financial health. A higher RONA means that the institution is using its assets and working capital efficiently and effectively. NPC's ratio has been above the inflation rate.
- Viability Ratio** (*CFI weight = 35%*) - measures the ability of an institution to meet its entire debt obligation with expendable assets. A ratio of 1.25 is considered the threshold for financial health. NPC has no long term debt or bonds, so this ratio is not applicable.

Composite Financial Indicator



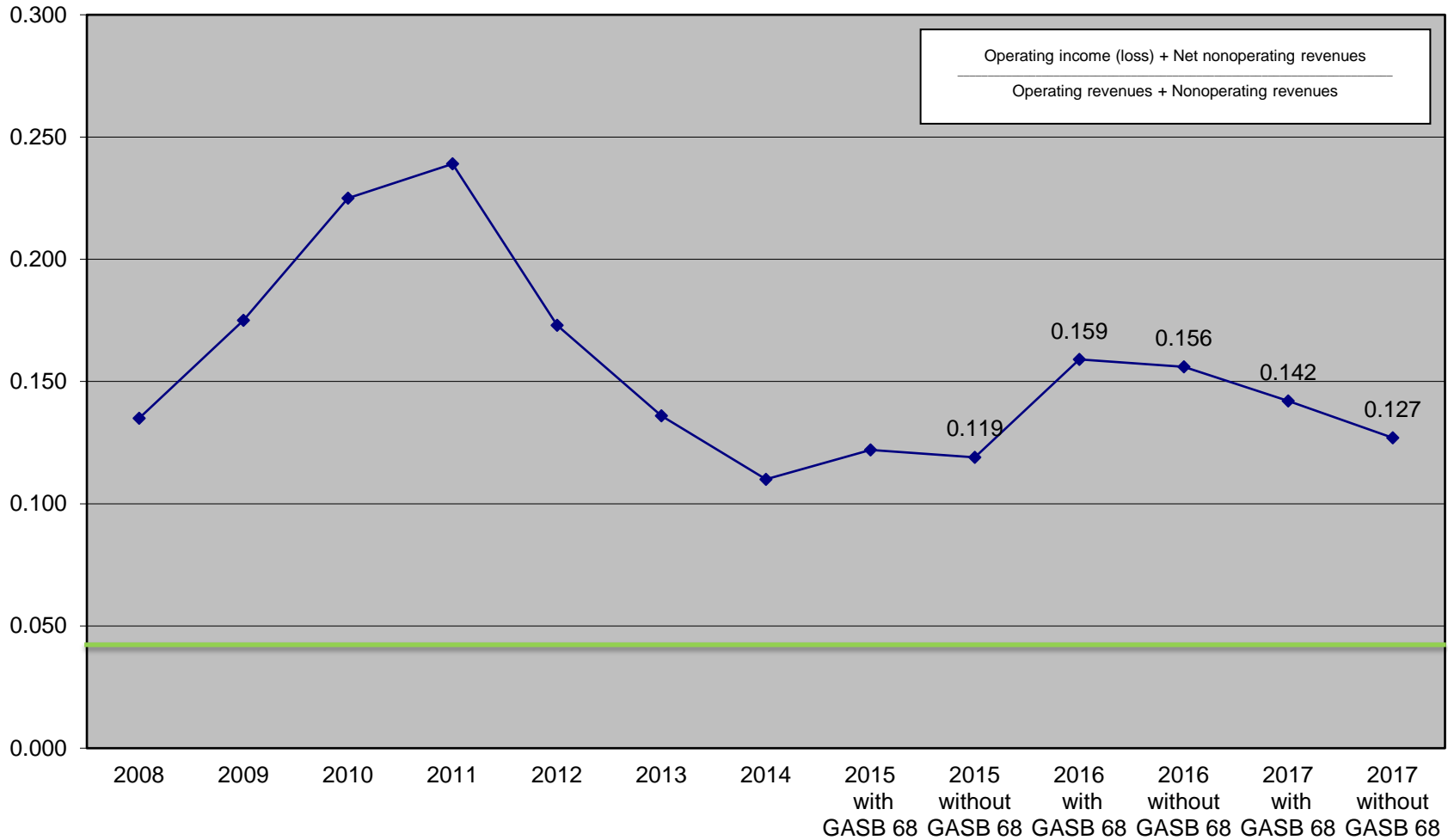
Primary Reserve Ratio

CFI Weight = 35%



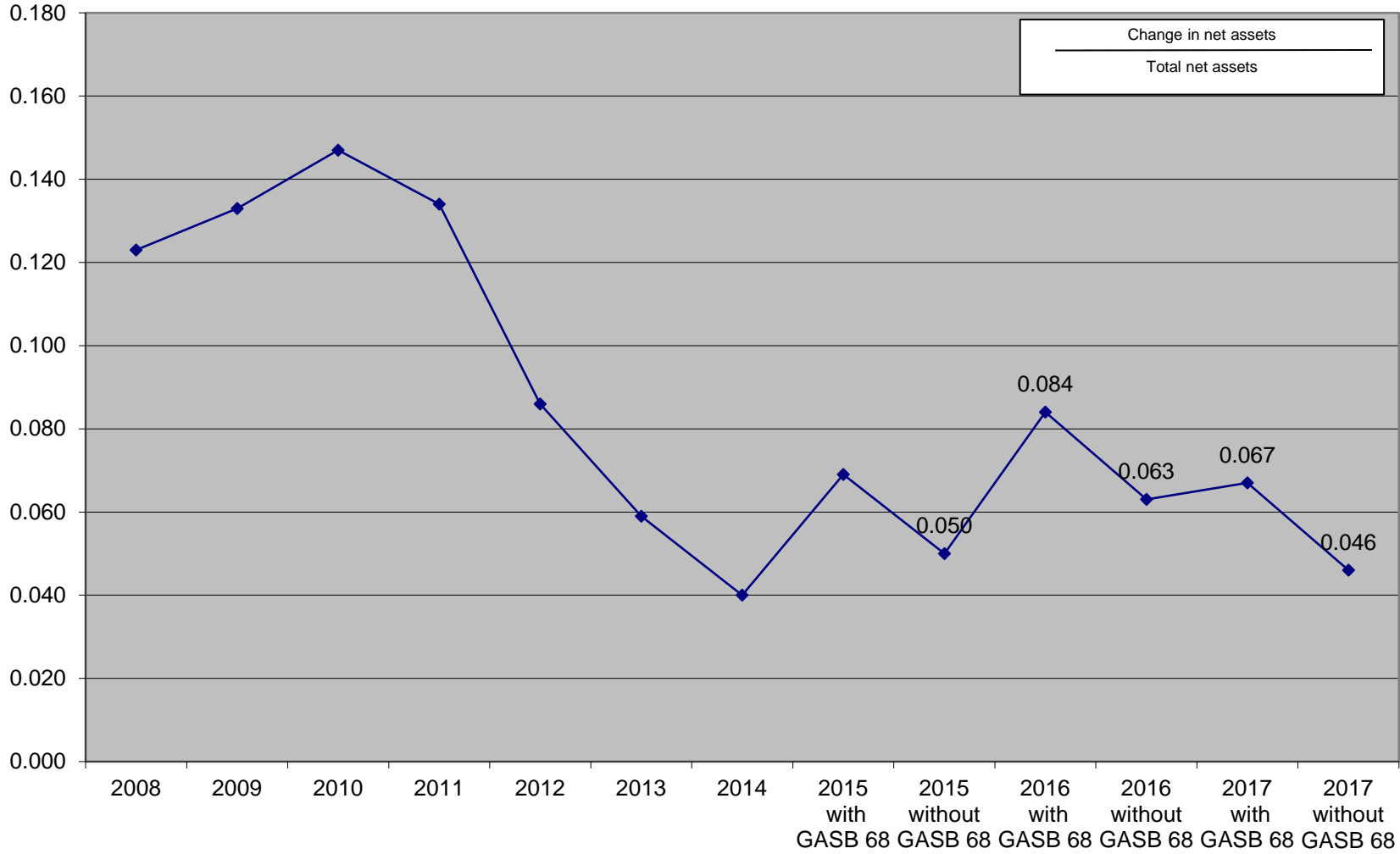
Net Operating Revenue

CFI Weight = 10%



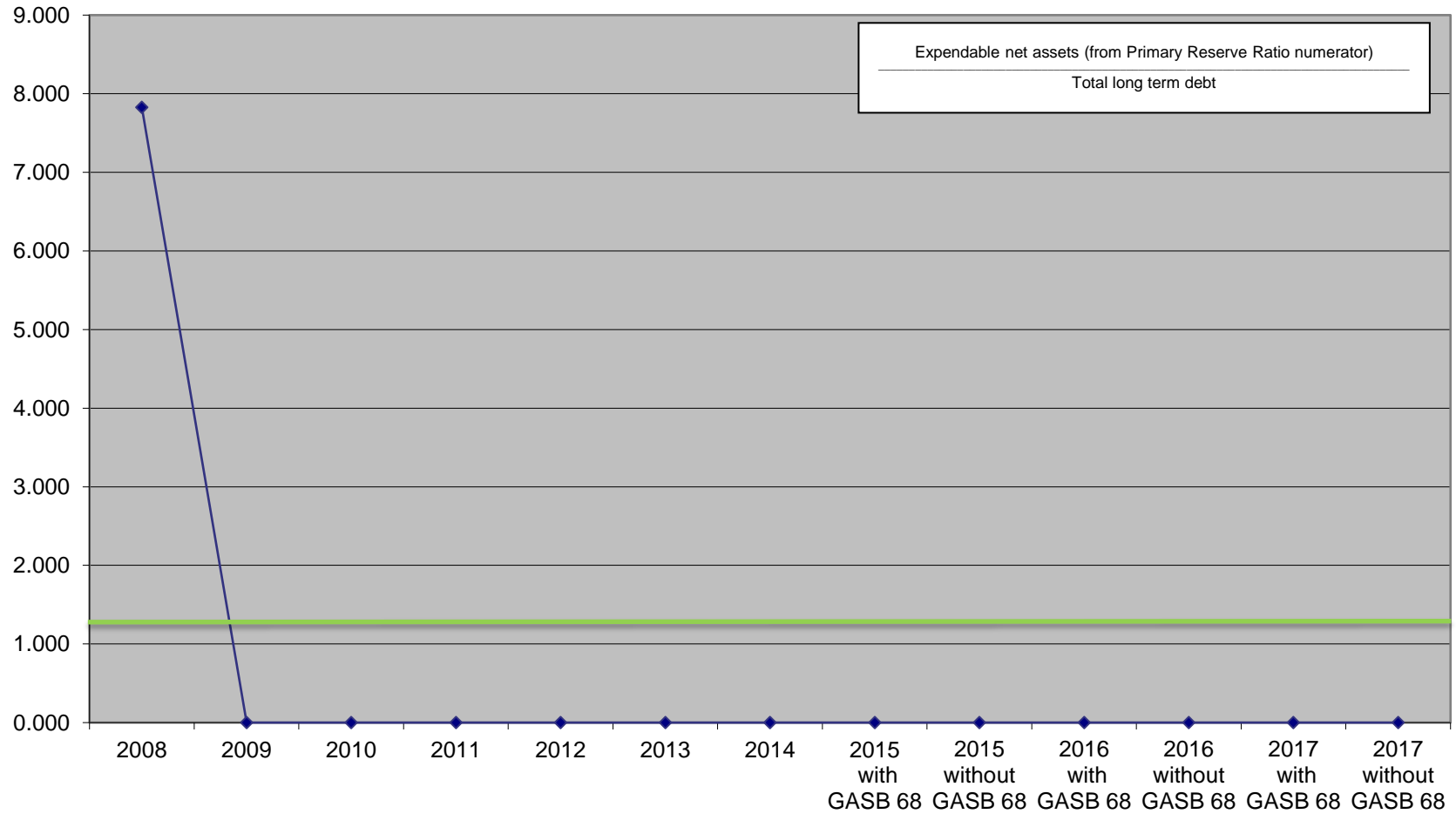
Return on Net Assets

CFI Weight = 20%



Viability Ratio

CFI Weight = 35%



Program Review Summary: General Education, Early Childhood, and Film & Digital Video

Summary:

General Education (GE), Early Childhood (ECD), and Film & Digital Video (FDV) have all completed five-year program reviews in the 2017-2018 academic year. The three programs all reside in the Arts & Sciences Division. GE and FDV have seen some increase in enrollment due to high school collaborations, whereas ECD has experienced a decline based on program changes and the sunset of two significant grants. As noted in the tables below, when student enrollment declines the result is an increase in cost per FTSE. GE and ECD have extensive amounts of data based on the longevity of the programs. However, there is limited information for FDV since the program is currently in its third year.

Northland Pioneer College positions General Education at the center of its mission. The GE course offerings (69 courses) are categorized in five areas, Communications, Mathematics, Arts and Humanities, Physical and Biological Sciences, and Social and Behavioral Sciences. Demand for GE courses has increased as more high school students are attending classes on campus. The increase is the result of College Bound Scholarship, decrease in qualified dual enrollment faculty at area high schools, and the number of students participating in TALON (Technology to Advance Learning Outcome at Northland). During the past five years there has been an increase in completion rates in General Education classes which may be related to the concentration on retention and completion efforts.

ECD's departmental mission is to strengthen the early childhood profession by inspiring students and instilling in them the knowledge and competencies needed to ensure that children from birth through eight years and their families receive nurturing, culturally responsive, and developmentally appropriate instruction and care. ECD programs have been redesigned in an effort to broaden learning and career opportunities for students. Students in Early Childhood may now choose between two educational pathways, the AGECA inclusive, Associate of Arts in Early Childhood (AAEC) or the non-AGEC based, Associate of Applied Science in Early Childhood Studies (AAS-EC Studies). Both degree paths include the Certificate of

Proficiency in EC Studies embedded at their core, ensuring that regardless of career goal, all students receive the foundational knowledge needed to pursue an early childhood profession. Loss of grant funding greatly impacted the department's enrollment and services. The department experienced a 33% reduction in grant funds, which along with curricular changes, impacted program enrollment and the ability to provide a full range of services. The future of the Early Childhood Department relies on continued attention to changes in the industry and the continuation of grant opportunities.

The program of study in Film and Digital Video (FDV) offers an Associate of Applied Science, a Certificate of Applied Science, and a Certificate of Proficiency. The program of study was designed and accepted during the 2014-2015 academic year, and began offering classes in 2015-2016. No students have graduated from the program, with either an A.A.S., C.A.S., or a C.P. in the two years of data collection, nor in the third year (2017-18). This will change in 2018-19, when several students are on schedule to graduate with at least one of these degrees. The future of the program depends on the nurturing of existing relationships with area high schools and the expansion of future collaborations where students may take dual enrollment courses and finish with NPC.

All programs have the opportunity to increase enrollment by collaborating with local high schools. ECD will regain their presence in outlying communities as a result of securing grant funds. FDV will streamline its degree and modify some coursework to broaden the appeal.

Program planning for the upcoming five-year interval is similar in all programs. Updating curriculum, streamline programs to enhance completion, and collaborate/coordinate with area high schools to increase offerings . Improved assessment practices are a priority across all instructional departments.

Program	Faculty FTE	Staff FTE	Notes
Gen Ed	29	4.375	<ul style="list-style-type: none"> • 29 full-time faculty • 1 Division Dean • 1 Division Secretary • 22 Adjunct faculty • 2 lab managers • 6 part-time lab aids
Early Childhood	3	.4	<ul style="list-style-type: none"> • 3 Faculty lines 2 on institutional dollars and 1 on grant. • 8 Adjunct Faculty (more needed) • 1 part-time lab aid
Film & Digital Video	1		<ul style="list-style-type: none"> • 1 full-time faculty • 3 dual enrollment adjuncts

Program	2013 FTSE	2017 FTSE	2013 Cost/FTSE	2017 Cost/FTSE
General Education	576.71	694.50	\$4067	\$3381
Early Childhood	130.85	79.21	\$3982	\$4414
Film & Digital Video	2016 - 18.21	23.58	2016 - \$4695	\$3436

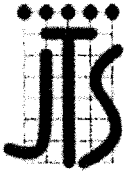
Request to Approve JTS Service Level Agreement (SLA)

Recommendation:

Staff recommends an approval to purchase JTS Service and Support (3 year Service Level Agreement – SLA, Hardware Equipment and Warranties), for a total value of \$156,206.73 including all necessary tax. The company adheres to SAM.Gov (System for Award Management) compliance.

Summary:

This purchase will provide 3 years of service level agreement spare hardware equipment and all applicable and necessary warranties for the microwave tower environment. The agreement covers maintenance support, engineering services, three service trips per year and response time support. JTS was awarded the labor services in collaboration with network design in July 2017 and is familiar, capable and competent to provide the services required. They are a unique provider in the region familiar with the Huawei Microwave equipment, our network design and infrastructure to service the college efficiently. This is a FY18-19 budgeted item.



JTS

5310 S Cockrell Hill Road Phone 972-620-1435
 Dallas, TX 75236 Fax 972-247-5023
The Preferred Choice in Wireless Integration

Proposal

Quote #	JTSQ8656-02
Date	06/06/18
Sales Rep.	John Thompson

Customer

Ernest Hess
 Northland Pioneer College
 1001 W Duece of Clubs
 Show Low, AZ 85901

Ship To

Ernest Hess
 Northland Pioneer College
 1001 W Duece of Clubs
 Show Low, AZ 85901

Project

3 Yr. Service Level Agreement, Huawei Spare Equipment, and Warranties

3 Yr. Service Level Agreement, Huawei Spare Equipment, and Warranties

SLA details have been provided in the proposal above.

Statement of Work for Spare Equipment

1. All equipment will be procured and sent to JTS warehouse
2. All units will be unpackaged and checked for operability
3. IDU's and ODU's will be configured with all licenses added
4. Units will be tested to assure proper operation
5. Units will be labeled and repackaged for shipment
6. Units will be shipped from JTS Warehouse to Northland Pioneer College
7. Spare radios will be placed into stock in the event a unit in the field fails

Warranties will be ordered upon receipt of purchase order or at the completion and acceptance of the microwave order.

Notes:

1. 3 Year SLA will be billed in its entirety upon receipt of purchase order
2. Huawei spare equipment will be billed upon receipt of purchase order
3. Hardware Warranties will be billed upon receipt of purchase order
4. JTS configuration services will be billed upon completion
5. Freight will be billed upon delivery of equipment
6. All Terms and Conditions stated above are in relation to this formal quote

Item	Qty	Description	Total
1	1	905 Maintenance Support Service, 4 year standard RMA support	\$1,142.86
2	1	950A Maintenance Support Service, 4 year standard RMA support	\$2,571.43
3	1	980L Maintenance Support Service, 4 year standard RMA support	\$4,285.71
4	1	Huawei Spare Equipment	\$48,100.51
5	40	Engineering Services, per Hour	\$4,000.00
6	1	Shipping	\$1,071.43
7	1	3 Year Option with 10% Discount - Includes 3 Service Trips per Year - (1) 48Hr. Response Time Service Trip / (2) Within 5 Business Day Response Time Service Trip	\$95,034.79

SubTotal	\$156,206.73
Sales Tax	\$0.00
Shipping	\$0.00

Total \$156,206.73

SAM Search Results
List of records matching your search for :

Search Term : johnston* technical* services* inc.*
Record Status: Active

ENTITY	JOHNSTON TECHNICAL SERVICES, INC.	Status:Active
DUNS: 191882836	+4:	CAGE Code: 3Z0G5 DoDAAC:
Expiration Date: Oct 10, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5310 S COCKRELL HILL RD		
City: DALLAS	State/Province: TEXAS	
ZIP Code: 75236-2110	Country: UNITED STATES	

Professional Services Contract – Emergency Management

Recommendation:

Staff recommends approval of a professional services contract with Emergency Management Safety Services, LLC and its owner, Stuart Bishop, to provide emergency management and safety consulting to the College for the 2018-19 academic year. The contracting entity will provide comprehensive emergency management and safety coordination for a contract amount of \$55,000.

Summary:

NPC lacks a college police force or organized institutional security service. As such, Stuart Bishop is uniquely qualified to provide emergency management and safety coordination and consultation for the college. Mr. Bishop is very familiar with college employees, procedures, processes, and facilities. He also has close ties with local law enforcement, fire, and first responder organizations.

This contract will provide the college with cost-effective, high-value access to Mr. Bishop's expertise. Mr. Bishop will take responsibility for a range of trainings and projects as noted in the professional services agreement. The contract amount is planned for in the current budget.

May 29, 2018

Dr. Jeanne Swarthout/ Mark Vest
President/ Incoming President
Northland Pioneer College
P.O. Box 610
Holbrook, AZ 86025-0610

Dear Dr. Swarthout and Mr. Vest:

Per our conversation, please consider this agreement proposal to provide professional consulting services in the area of emergency management and safety awareness to Northland Pioneer College (hereby referred to as NPC).

CONSULTING AGREEMENT

Emergency Management Safety Services, LLC, and its principal consultant Stuart Bishop will provide NPC professional services as outlined in the scope of work at a monthly rate of five thousand (\$5,000) dollars, made payable on the 30th of each month for the duration of the contract starting August 1, 2018 through June 30, 2019 with a possibility of the contract extension, if so desired by NPC.

SCOPE OF WORK

Goal: To maintain a safe and healthy campus environment for all NPC students, faculty, staff and visitors while protecting NPC assets by taking all reasonable and practical steps to prevent harmful events and losses, while supporting the educational mission of NPC.

The scope of work will be organized into the following categories:

1. EMERGENCY MANAGEMENT

- Direct the development of updates to NPC's emergency/crisis response plan to ensure the safety of students, staff and patrons and efficiently utilize district financial resources.
- Provide guidance to NPC emergency response resources during planning stages, as well as during an actual event.
- Plan and develop protocols for and content of NPC's emergency notification and alert messages to be deployed during a campus event.
- Analyze NPC center and campus safety needs and develop strategies and plans to improve public safety.
- Provide recommendations to the NPC President for improvement of public safety.
- Serve as NPC's representative in county disaster planning as required.
- Coordinate NPC emergency plans and operations with other local, county, state, tribal and federal agencies as needed.
- Act as a liaison to/between external resources such as local police departments, fire departments, and other governmental agencies to ensure effective integration of actions.

- Plan, develop, and implement a variety of all-hazards approach exercises designed to test NPC's ability to respond to various emergency management situations, and to identify gaps in current response plans.
- Provide guidance for the levels and types of training needed for NPC's management team members, and other key employees.
- Respond to NPC crisis situations, including on-site crisis management, and afterhours responses, if requested.
- Coordinate disaster preparedness exercise with outside emergency response agencies
- Provide guidance to NPC in identifying critical business processes and in development of continuity plans for resumption of normal operations after an event, if requested.
- Identify training resources available, coordinate attendance, and maintain an accurate database of training received by NPC employees to ensure NIMS training requirements have been met, as required.
- Other duties as may be requested by the NPC President.

2. SAFETY

- Manage the process and activities of the NPC safety programs for students and employees.
- Respond to NPC emergency events, if requested.
- Actively participate in the NPC Safety Committees. Provide support and direction and assumes a leadership role in reducing employee injuries.
- Respond to and resolves difficult and sensitive employee, parent, and citizen safety complaints or concerns, if requested.
- Assure NPC is in compliance with laws relating to safety, industrial health, environmental protection, hazard control, and loss prevention programs, if requested.
- Review analyze, and evaluate NPC safety plans and offers recommendations for improvement.
- Respond to and investigate all student and staff-related safety issues and implements plans and programs to minimize future incidents, if requested.
- Participate in the inspections and reviews NPC operations and facilities for risk management provisions and recommends appropriate corrective action, if requested.
- Provide support, education, and training to staff to build risk awareness within NPC.
- Lead safety and risk liability improvement projects as directed by the NPC President.
- Investigate and analyze accident/s involving NPC employees injured while using NPC equipment or facilities, if requested.
- Other duties as may be requested by the NPC President

DELIVERABLES

- Oversee the NPC campus/center video camera upgrade project
- Update the NPC Emergency Operation website
- Update the NPC Emergency Guidelines
- Update the NPC Emergency Response Plan
- Monitor the NPC Spectra “Active Alert” program with NPC Information Services to make sure all NPC computers are connected to the program
- Review the NPC RAVE notification system to determine its’ intended purpose
- Integrate the Navajo County “Ready Navajo” alerting system into the NPC notification system where possible
- Participate in NPC Campus/Center Safety Committee meetings
- Maintain Liaison between external sources such as local police departments, fire departments, and other governmental agencies
- Analyze NPC campus/center safety needs and develops strategies and plans to improve public safety
- Coordinate “safety awareness” meetings between NPC staff/students and local police departments who are responsible for serving that NPC campus/center
- Coordinate with NPC Training Coordinator to develop Safety Awareness training

PROFESSIONAL FEES

Northland Pioneer College agrees to pay \$5,000 monthly for a total of \$55,000 for services under this agreement. The professional fees will be payable to: Emergency Management Safety Services, LLC, according to the following monthly schedule:

Invoice	Date Due	Monthly Amount	Cumulative Amount
1	August 30, 2018	\$5,000	\$5,000
2	September 30, 2018	\$5,000	\$10,000
3	October 30, 2018	\$5,000	\$15,000
4	November 30, 2018	\$5,000	\$20,000
5	December 30, 2018	\$5,000	\$25,000
6	January 30, 2019	\$5,000	\$30,000
7	February 28, 2019	\$5,000	\$35,000
8	March 30, 2019	\$5,000	\$40,000
9	April 30, 2019	\$5,000	\$45,000
10	May 30, 2019	\$5,000	\$50,000
11	June 30, 2019	\$5,000	\$55,000

ADDITIONAL TERMS AND CONDITIONS

- At all times, Emergency Management Safety Services, LLC, will comply with the terms of the Family Educational Rights and Privacy Act in 1974 in all respects.
- This agreement shall be governed by the laws of Arizona. The parties shall have all remedies available by law or in equity.
- The parties may change this agreement only through a written agreement.
- The parties may agree to extend this agreement under the same terms and conditions and monthly pay schedule if so desired.
- To the fullest extent permitted by law, Emergency Management Safety Services, LLC, shall defend, indemnify, and hold harmless NPC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Emergency Management Safety Services, LLC, its agents, employees, or any subcontractors in the performance of this agreement.
- Pursuant to ARS 35-393.01, Emergency Management Safety Services, LLC, certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.
- As required by ARS 41-4401, Emergency Management Safety Services, LLC, certifies that it and all of its subcontractors, if any, and in compliance with federal immigration laws and regulations that relate to their employees and with ARS 23-214 (A). A breach of this warranty shall be deemed a material breach of this agreement and shall be subject to penalties up to and including termination of this agreement. NPC shall have the right to inspect the papers of Emergency Management Safety Series, LLC, and any of the subcontractors, if applicable, to insure that Emergency Management Safety Services, LLC, and any subcontractors, if applicable, are complying with this warranty.
- This agreement is subject to cancellation for conflict of interest as provided in ARS 38-511.
- Emergency Management Safety Services, LLC, will perform the agreed services in a professional and timely manner. If NPC becomes reasonably dissatisfied with the quality or timeliness of the work performed by Emergency Management Safety Services, LLC, NPC may terminate this agreement with sixty (60) days prior written notice. In the event NPC terminates the agreement for these reasons, Emergency Management Safety Services, LLC, shall be entitled to payment for all services performed through the effective date of the termination.
- NPC and Emergency Management Safety Services, LLC, and their employees or agents are independent contractors in relation to each other with respect to all matters arising under this agreement. Nothing herein shall be deemed a partnership, joint venture, association or employment relationship between the parties.

Accepting the terms of the agreement for Northland Pioneer College:

Northland Pioneer College

Date

Accepting the terms of agreement for Emergency Management Safety Services, LLC:

Stuart Bishop
(electronic signature)

Date: May 29, 2018

Stuart Bishop, CEO
Emergency Management Safety Services, LLC
P.O. Box 2285
Pinetop, AZ 85935
(928) 242-0138
stuartbishop101@gmail.com

Interim Director of Financial Aid

Summary:

The college is currently pursuing local (in-state) options to direct financial aid office operations through a professional services agreement. The college has set initial parameters for such an agreement to three months, with an amount not to exceed \$35,000. The rationale for this approach is as follows:

- June-August is peak financial aid work season, making it unlikely the college will draw a strong candidate pool for a permanent hire at this time.
- Promoting from within would not resolve the staff shortage created by the director vacancy.
- The administration would like an external person/entity to provide NPC with recommendations for efficiency and process improvements. Once those recommendations are in hand, the college will have a much clearer picture of the strengths and experience to prioritize in a search for a permanent financial aid director.

Should it be determined that the interim appointment last more than three months, the college will seek board approval to continue the professional services agreement.

Should the ongoing search for a local option fail, the college will request a teleconference July board meeting for the District Governing Board to review and approve a Request for Proposals to fill the interim position and provide improvement recommendations. Research demonstrates that a contract with a staffing firm will likely exceed the \$50,000 threshold and require board approval.

The existing salary/benefits line for the Director of Financial Aid position will be utilized for the professional services contract.

Request to Accept First Things First Grant

Recommendation:

Staff recommends acceptance of the following grant awarded through the Navajo Nation Regional Council of First Things First: Professional Development for Early Childhood Professionals in the amount of \$170,000.

Summary:

The purpose of this grant is to increase the number of highly qualified early childhood professionals in the Navajo Nation FTF service area. Grant service will increase participants' knowledge of infant/toddler mental health and social-emotional development. The grant is awarded for one year, with annual renewal up to three additional years. The dollar amount of grant renewal years may change based on funding availability. The grant intends to serve sixty Navajo Nation participants per year.

The college will utilize grant funds to create one full time project coordinator/instructor position and one half time recruiter/advisor. The grant will also provide financial support for college administration of grant activities. Finally, the grant also provides funding for indirect support and grant maintenance for the college.

The core goals of this grant replace an expiring Navajo Nation FTF professional development grant the college has administered for the past several years.

FIRST THINGS FIRST

4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | aztf.gov

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Marilee Dal Pra

June 12, 2018

TRANSMITTED BY EMAIL

Allison Landy, EdD
2251 E. Navajo Blvd.
Holbrook, AZ 86025
Allison.landy@npc.edu

RE: Request for Grant Applications (RFGA) FTF-RC001-19-0648-00
Contract number: FTF-RC001-19-0648-03

Dear Dr. Landy,

Your Professional Development for Early Childhood Professionals application for the Navajo Nation Regional Partnership Council of the Arizona Early Childhood Development and Health Board (First Things First) has been accepted. A countersigned copy of the Offer and Acceptance form is attached. The initial grant period shall be from July 1, 2018 through June 30, 2019 and the amount of the grant award is \$170,000.

Additionally, pursuant to the Insurance Requirements contained in the Uniform Terms and Conditions in the RFGA, it is your responsibility to ensure that all required coverage, in the types and amounts stated, shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other Contractor obligations. The applicable Certificate of Insurance must be submitted to this office, to my attention no later than July 15, 2018. Please included the contract number in the description section of the certificate.

Per the RFGA and as part of the enhanced data requirements, our Evaluation Unit will be in contact to schedule a required data training tailored to your specific strategy requirements.

As a reminder, pursuant to the Acknowledgement of FTF Funding section of the Request for Grant Application, First Things First reserves the right to review and approve all publications funded or partially funded through this contract. First Things First has decided to exercise this right. Please contact our Communications Division at communication@aztf.gov for approval of publications and/or media.

Congratulations on your contract award. First Things First looks forward to working with you. If you have any questions, please contact me at 602-771-5114 or via e-mail at jmartin@aztf.gov.

Sincerely,
Jeanne Martin
Jeanne Martin
Procurement Specialist