

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 meet for a Work Session, open to the public, on **September 17, 2019 beginning at 9:30 a.m. No action will be taken at this meeting.** Following that the Board will hold a regular District Governing Board Meeting, open to the public, on **September 17, 2019 beginning at 10:00 a.m.** Following the Regular Meeting the Board will have a Training Session, open to the Public, on **September 17, 2019 tentatively beginning at 1:00 p.m. No action will be taken at this meeting.** The meetings 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 meetings by telephone if necessary.

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

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

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 16th day of September 2019, at 9:30 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



Northland Pioneer College Mission:

NPC provides, supports and promotes lifelong learning.

Our Shared Vision:

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

Our Shared Values:

NPC upholds the following values:

- A quality learning environment
- Diversity and accessibility
- Integrity and accountability
- Collaboration toward success

overning Board Work Session Meeting Agenda

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

Date: September 17, 2019

Time: 9:30 a.m. (MST)

Item	Description	Resource
1.	Call to Order	Chair Lucero
2.	Adoption of the Agenda..... (Action)	Chair Lucero
3.	Old Business:	
	A. Construction at the White Mountain Campus	VPAS Ellison
	B. Accreditation	Director Yip-Reyes
4.	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

Accreditation Training

Sample Question Review: Educational Oversight

- What are the most important things NPC wants students to learn? Why does NPC think those things are important?
- What evidence does NPC have that students are learning those things?
- Is NPC satisfied with its evidence of student learning? Why or why not?

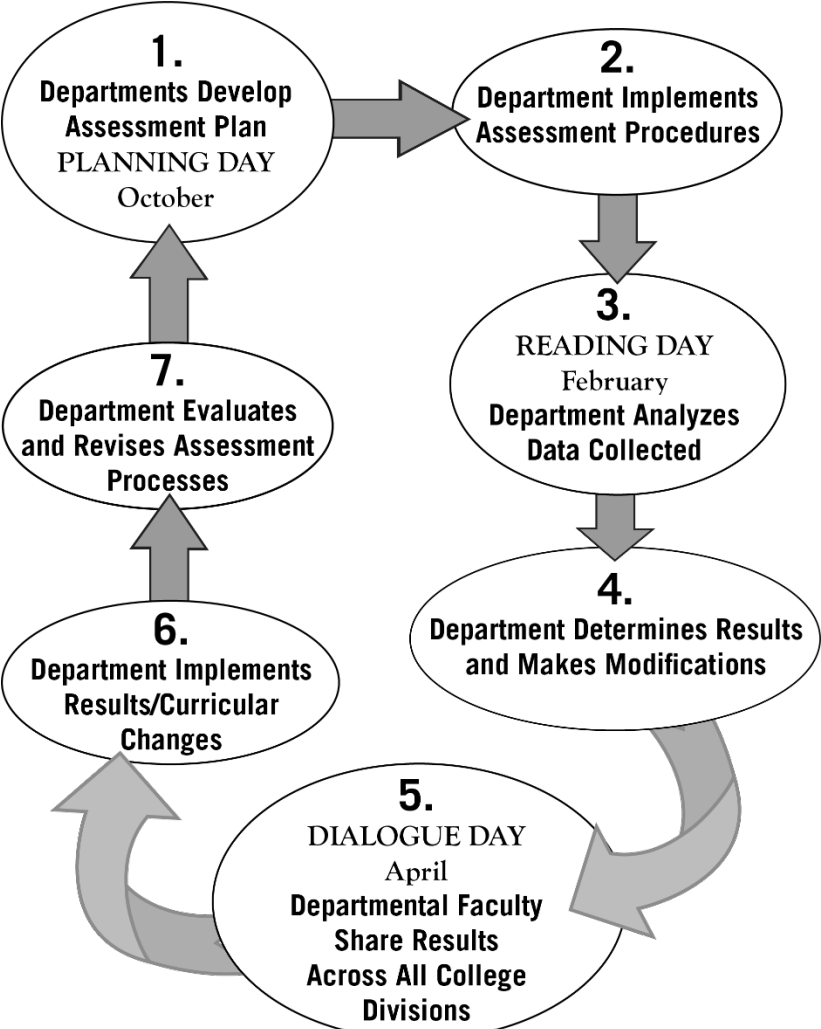
Sample Question Review: Educational Oversight

- How often do you receive updates on program reviews and/or student learning outcomes?
- What are some of the actions the board has taken after receiving the information?

Program Reviews & Curriculum Changes

- Explicit relationships between program reviews and ...
 - Budget Planning?
 - Curriculum Changes?
 - Assessment of Student Learning?

NPC Assessment Process



Student Learning Outcomes - Emphasis on General Education Values

- Departments and programs are encouraged to choose to measure one or more of NPC's general education outcomes:
 - Critical Thinking/Critical Inquiry
 - Effective Communication
 - Quantitative Reasoning
 - Scientific Inquiry
 - Information Literacy
 - Diversity

Other Potential Topics

- Program-level learning outcome assessment
- Institutional-level learning outcome assessment
- Assessment of learning outcomes in co-curricular setting

overning Board Meeting Agenda

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

Date: September 17, 2019

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

Item	Description	Resource
1.	Call to Order and Pledge of Allegiance	Chair Lucero
2.	Adoption of the Agenda..... (Action)	Chair Lucero
3.	Call for Public Comment..... <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	VPAS Ellison
B.	NPC Friends and Family	Director Wilson
C.	NPC Faculty Association	Inez Schaechterle
D.	CASO	Rebecca Hunt
E.	NPC Student Government Association.....	Cynthia Owen
F.	Human Resources	Written Report
5.	Consent Agenda..... (Action)	Chair Lucero
A.	August 20, 2019 Special Meeting Minutes	
B.	August 20, 2019 Executive Session 1 Minutes	
C.	August 20, 2019 Work Session Minutes	
D.	August 20, 2019 Regular Meeting Minutes	
E.	August 19, 2019 Executive Session 2 Minutes	
F.	2018-19 Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Heber-Overgaard USD .	
G.	2019-20 Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Snowflake USD, St. Johns USD .	
6.	Old Business: None.	
7.	New Business:	
A.	Request to Accept Resignation of Board Member (Action)	President Vest
B.	Memorandum of Understanding between Northland Pioneer College and Northland Pioneer College Friends and Family.....	President Vest
C.	Request to Approve Renewal of Cisco Smartnet Contract (Action)	President Vest
D.	Request to Approve Renewal of TALON Smartnet Contract (Action)	President Vest
E.	Request to approve 2020-21 Strategic Planning and Budget Development Calendar (Action)	VPAS Ellison
F.	Request to Award: Summit Healthcare (Action)	Allison Landy
8.	Standing Business:	
A.	Strategic Planning and Accreditation Steering Committee Report.....	Kevin Jones
B.	President's Report.....	President Vest
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..... October 15, 2019	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).
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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2019 to July 31, 2019

Budget Period Expired

8%

Tax Supported Funds

	General Unrestricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	15,254,000	100,461	100,461	1%
State Aid:				
Maintenance and Operations	1,567,700	391,925	391,925	25%
Equalization	7,751,900	1,937,975	1,937,975	25%
Additional Rural Funding	-	222,300	222,300	
Tuition and Fees	4,860,000	525,727	525,727	11%
Investment earnings	195,600	134,159	134,159	69%
Grants and Contracts	2,000,000	-	-	0%
Other Miscellaneous	-	28,289	28,289	
Fund Balance	-	-	-	
Transfers	(2,900,000)	(191,393)	(191,393)	7%
TOTAL REVENUES	\$ 28,729,200	\$ 3,149,443	\$ 3,149,443	11%

EXPENDITURES				
Salaries and Benefits	18,897,429	1,085,343	1,085,343	6%
Operating Expenditures	9,831,771	658,833	658,833	7%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 28,729,200	\$ 1,744,176	\$ 1,744,176	6%

	Unrestricted Plant			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	339,500	84,875	84,875	25%
Fund Balance - WMC Facilities	12,500,000	-	-	0%
Transfers	2,000,000	181,551	181,551	9%
TOTAL REVENUES	\$ 14,839,500	\$ 266,426	\$ 266,426	2%

EXPENDITURES				
Capital Expenditures	2,339,500	266,426	266,426	11%
Capital Expenditures - WMC Facilities	12,500,000	-	-	0%
TOTAL EXPENDITURES	\$ 14,839,500	\$ 266,426	\$ 266,426	2%

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2019 to July 31, 2019

Budget Period Expired 8%

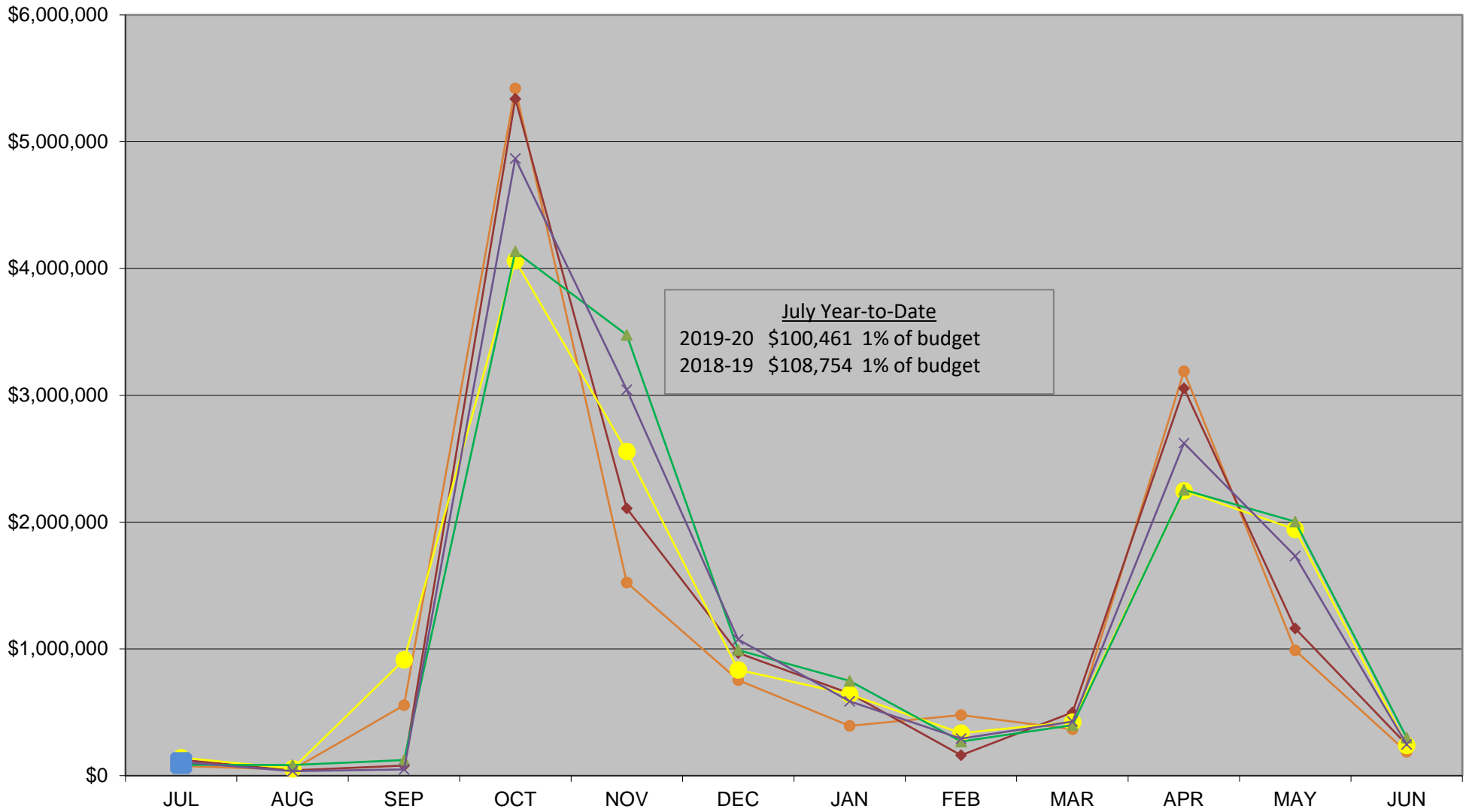
Restricted and Auxiliary Funds

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Grants and Contracts	6,000,000	131,446	131,446	2%
Fund Balance	-			
Transfers	600,000	-	-	0%
TOTAL REVENUES	\$ 6,600,000	\$ 131,446	\$ 131,446	2%
EXPENDITURES				
Salaries and Benefits	976,929	85,392	85,392	9%
Operating Expenditures	5,623,071	35,067	35,067	1%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 6,600,000	\$ 120,459	\$ 120,459	2%
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Sales and Services	300,000	14,189	14,189	5%
Fund Balance	-			
Transfers	300,000	9,842	9,842	3%
TOTAL REVENUES	\$ 600,000	\$ 24,031	\$ 24,031	4%
EXPENDITURES				
Salaries and Benefits	298,971	22,297	22,297	7%
Operating Expenditures	301,029	1,734	1,734	1%
Capital Expenditures				
TOTAL EXPENDITURES	\$ 600,000	\$ 24,031	\$ 24,031	4%

Cash Flows

Cash flows from all activities (YTD)	\$3,571,346
Cash used for all activities (YTD)	\$2,155,092
Net Cash for all activities (YTD)	\$1,416,254

Monthly Primary Property Tax Receipts



**DGB Human Resources Update
September 17, 2019**

OPEN POSITIONS

- 1. Director of Information Services – Open until filled. 52 applicants.**
- 2. Systems Engineer – Open until filled. 1 applicant.**
- 3. Faculty in Energy and Industrial Technician – Open until filled. 7 applicants.**
- 4. Administrative Systems Analyst – Open until filled. 11 applicants.**
- 5. Financial Aid Systems Technician – Open until filled. 23 applicants.**
- 6. Early Childhood Learning Collaborative Coordinator – Open until filled. 8 applicants.**
- 7. Human Resources Specialist – Closes September 22, 2019**
- 8. Groundskeeper – Open until filled. 6 applicants.**
- 9. Accounting Manager – Closes September 30, 2019**
- 10. Director of Library Services – Open until filled.**

CLOSED: IN REVIEW

- 11. Secretary to the Associate Dean of Education & College and Career Preparation – Open until filled. 25 applicants.**
- 12. Manager of Emergency Services and Public Safety – Closed June 18, 2019. 2 applicants.**
- 13. Audio/Video Support Technician – Closed August 2, 2019. 2 applicants.**
- 14. St. Johns Center Manager – Closed August 9, 2019. 7 applicants.**
- 15. Instructional Support Specialist – Closed August 15, 2019. 11 applicants.**

FILLED

- 16. Construction Manager – Richard Strickland started September 16, 2019. Richard received his Associate, Bachelor and MBA from Colorado Technical University.**
- 17. SBDC Business Analyst and Event Coordinator – Tessy LaPorte starts October 1, 2019. Tessy has an Associate degree from Pima Community College and is currently working on her Bachelor's degree from Troy University.**
- 18. Graphic Design and Digital Media Specialist – Matthew Chavez started September 1, 2019. Matthew received his Bachelor's degree from Southwest University.**
- 19. Faculty in Early Childhood Development (Interim – 1 year position) – Lorie Hendershot started August 16. Lori received her Associate degree from Ricks College, her Bachelor's degree from Brigham Young University and her Master's degree from Northern Arizona University.**

Navajo County Community College District Governing Board Special Meeting Minutes

August 20, 2019 – 9:30 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Derrick Leslie; Mr. Elias Jouen; Mr. Daniel Peaches (joined after first vote).

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Mark Vest; Recording Secretary to the Board Paul Hempsey.

Others Present: Mr. Robert Haws.

Agenda Item 1: Call to Order

Chair Lucero called the meeting to order at 9:30 a.m.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Jouen seconded the motion. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, and Mr. Leslie, voting in favor. There were no votes against.

Agenda Item 3: New Business

3.A. Executive Session Pursuant to A.R.S. 38-431.03.A.3- Legal Advice

Executive Session Pursuant to 38-431.03(A)(3)

At 9:31 a.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Jouen seconded the motion. The motion passed unanimously.

At 9:53 a.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Leslie, seconded by Mr. Peaches and a unanimous vote.

Agenda Item 4: Adjournment

The meeting was adjourned at 9:54 a.m. upon a motion by Mr. Peaches, a second by Mr. Matteson. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, and Mr. Leslie, voting in favor. There were no votes against.

Respectfully submitted,

A handwritten signature in black ink that reads "Paul Hempsey". The signature is written in a cursive style with a long, sweeping underline.

Paul Hempsey
Recording Secretary to the Board

DRAFT

Navajo County Community College District Governing Board Work Session Minutes

August 20, 2019 – 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. Elias Jouen; Mr. Derrick Leslie.

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Mark Vest; Vice President for Administrative Services (VPAS) Maderia Ellison; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Matt Weber; Jeremy Raisor; Josh Rogers; Judy Yip-Reyes; Betsyann Wilson; Ann Hess; Kevin Jones; Gail Campbell; Lauren Maestas; Amber Hill; Peggy Belknap; Terrie Shevat; Jason LaBute; Rickey Jackson; Toni Gibbons; Inez Schaechterle; Roshelle Lacapa; David Huish; Jon Wisner.

Others Present by Phone:

Agenda Item 1: Construction at the White Mountain Campus

VPAS Ellison addressed the Board and provided an update on the Construction projects at the White Mountain Campus noting that an offer had been made for the Construction Manager position but the college had not received a signed contract by the time of the meeting. VPAS Ellison answered questions from Board members.

Agenda Item 2: Accreditation

Dr. Judy Yip-Reyes, Director of Institutional Effectiveness, provided a recap of the information already provided to the Board and continued with further training. Director Yip-Reyes and President Vest also answered questions from Board Members.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

Navajo County Community College District Governing Board Meeting Minutes

August 20, 2019 – 10:30 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. Elias Jouen.

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Mark Vest; Vice President for Administrative Services (VPAS) Maderia Ellison; Vice President for Learning and Student Services (VPLSS) Jessica Clark; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Matt Weber; Jeremy Raisor; Josh Rogers; Judy Yip-Reyes; Betsyann Wilson; Ann Hess; Kevin Jones; Gail Campbell; Lauren Maestas; Amber Hill; Peggy Belknap; Terrie Shevat; Jason LaBute; Rickey Jackson; Laura Parsons; Inez Schaechterle; Roshelle Lacapa; David Huish; Jon Wisner; Allison Landy; Colleen Readel.

Others Present by Phone:

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Lucero called the meeting to order at 10:34 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Jouen seconded the motion. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Reports

4.A. Financial Position – VPAS Ellison

VPAS Ellison addressed the Board and reviewed the Financial Position Report noting that it is for the completed 2018-19 fiscal year.

4.B. NPC Friends and Family – Director Wilson

Director Wilson addressed the Board and provided an update on recent Friends and Family activities highlighting the Disc Golf Tournament which raised \$4000 for student scholarships. Director Wilson also noted the introduction of two \$1000 Nursing Scholarships.

4.C. Faculty Association

Inez Schaechterle, Faculty Association President, addressed the Board and reported on some of the extra-curricular activities completed by faculty members over the summer.

4.D. Human Resources

Written Report.

4.E. NPC CASO

Written Report.

4.F. NPC Student Government Association

No Report.

Agenda Item 5: Consent Agenda

- A. **June 18, 2019 Regular Board Meeting Minutes**
- B. **June 18, 2019 Work Session Minutes**
- C. **June 18, 2019 Executive Session Minutes**
- D. **Dual Enrollment Intergovernmental Agreements** between Navajo County Community College District and Chinle USD; Heber-Overgaard USD; Whiteriver USD; Winslow USD.

Mr. Matteson made a motion to approve the consent agenda as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Agenda Item 6: Old Business

None.

Agenda Item 7: New Business

7.A. Assessment of Student Knowledge Report

Allison Landy, Chair of the Assessment of Student Knowledge committee, addressed the Board and referenced the written report provided in the Board packet while expanding on the process and coordination throughout the college.

Mr. Matteson praised the efforts of staff to help the students at the college and the depth of the report provided by Dr. Landy.

7.B. Institutional Effectiveness Quarterly Report

Judy Yip-Reyes, Director of Institutional Effectiveness, addressed the Board and provided the quarterly update from her department.

7.C. Financial Aid Update

Jeremy Raisor, Director of Enrollment Services, provided an update on the ongoing efforts in Financial Aid to improve service to the students.

Mr. Leslie asked how the departure of the Financial Aid Technician would impact the college and the students. Director Raisor responded that job responsibilities had been split between

himself and the Manager of Financial Aid Operations and it should have a very limited effect on students.

Mr. Matteson asked if the software purchased for Financial Aid was beneficial. Director Raisor responded that he believed it is and would continue to be a great benefit to the college and noted some of the features that were not, currently, being utilized after a question from Mr. Leslie. Director Raisor expanded on the reasons why the features were not currently being used after further questions from Mr. Leslie and stated the hope that most would eventually be utilized.

7.D. Program Reviews

VPLSS Clark addressed the Board and provided the highlights from each of the Program Reviews provided in the packet.

Mr. Leslie asked for more information on the high failure rate in the Nursing Assistant Training during the review period and President Vest, who was Vice President for Learning and Student Services at the time, provided additional information.

7.E. Request to Release Funds for Construction at NATC

VPLSS Clark reviewed the request to release funds from the \$1 million state appropriation, not to exceed \$250,000, once funds have been received.

Mr. Lucero asked what the funds would be used for. Director Huish provided details on the use of funds noting the “Tiny Houses” were already constructed and funds would be used to update the architectural plans and provide infrastructure improvements on site. Dean of Career and Technical Education, Peggy Belknap, provided further information on why the request was for \$250,000. After much discussion the board decided they would rather utilize a multi-step approach that would allow for better oversight.

Mr. Matteson made a motion to approve SPS+ Architects to update their existing NATC plans to allow for a bid process for construction to take place, in an amount not to exceed \$26,525.00.

Mr. Jouen seconded. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.F. Request to Appoint VPLSS Clark to the NATC Board

President Vest reviewed the request to appoint VPLSS Clark to the NATC Board.

Mr. Matteson made a motion to approve the request to appoint VPLSS Clark to the NATC Board, as Chair. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

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

At 11:54 p.m. Mr. Matteson made a motion for the Board to go into Executive Session. Mr. Leslie seconded the motion. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

At 12:57 p.m. The Board moved back into regular session and adjourned from executive session upon a motion by Mr. Matteson, seconded by Mr. Peaches. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.H. Possible Action from President’s Evaluation

No action was taken.

Agenda Item 8: Standing Business

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

Kevin Jones and Colleen Readle, co-chairs of SPASC, addressed the Board and presented the committee’s annual report.

8.B. President’s Report

President Vest reported that he would attend the Arizona Community College Coordinating Council meeting in Yavapai next week

8.C. Agenda Items/Informational Needs for future meetings

None.

Agenda Item 9: Board Report/Summary of Current Event

None.

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, September 17, 2019.

Agenda Item 11: Adjournment

The meeting was adjourned at 1:10 p.m. upon a motion by Mr. Matteson and a second by Mr. Jouen. The vote passed upon a roll-call vote with Mr. Jouen, Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HEBER-OVERGAARD UNIFIED SCHOOL DISTRICT NO. 6**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Heber-Overgaard Unified School District No. 6 (“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:

Ron Tenney, Superintendent
Heber-Overgaard Unified School District No.6
PO Box 547,
Heber, AZ 85928

COLLEGE

SCHOOL DISTRICT

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



By: Ron Tenney,
Title: Superintendent

Date

5/8/18
Date

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 Mackis
Title: Attorney
Counsel for Navajo County Community
College District
Dated: _____

By: _____
Title: _____
Counsel for School District
Dated: _____

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
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-SPRING DE CLASSES-

COURSE	TITLE	INSTRUCTOR	CREDITS
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WMC MCO CON101 69 13506	JOBSITE LAYOUT	3265 -MTWR-	9:00-9:55	SAMON, RIC	3.00
WMC MCO CON102 69 13507	INTRO TO CONSTRUCTION M	3265 -MTWR-	9:00-9:55	SAMON, RIC	3.00
WMC MCO CON111 69 13508	PLAN READING AND EMPLOY	3265 -MTWR-	9:00-9:55	SAMON, RIC	3.00
WMC MCO CON124 70 10691	MASONRY SYSTEMS	3265 -MTWR-	9:00-9:55	SAMON, RIC	3.00
WMC MCO CON125 70 10693	CONCRETE SYSTEMS	3265 -MTWR-	9:00-9:55	SAMON, RIC	3.00
WMC MCO CON101 68 13509	JOBSITE LAYOUT	3267 -MTWR-	8:00-8:55	SAMON, RIC	3.00
WMC MCO CON102 68 13510	INTRO TO CONSTRUCTION M	3267 -MTWR-	8:00-8:55	SAMON, RIC	3.00
WMC MCO CON111 68 13511	PLAN READING AND EMPLOY	3267 -MTWR-	8:00-8:55	SAMON, RIC	3.00
WMC MCO CON124 71 10692	MASONRY SYSTEMS	3267 -MTWR-	8:00-8:55	SAMON, RIC	3.00
WMC MCO CON125 71 10694	CONCRETE SYSTEMS	3267 -MTWR-	8:00-8:55	SAMON, RIC	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	<input checked="" type="checkbox"/>
2.	District	Student	<input checked="" type="checkbox"/>
3.	District	Student	

4. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

Check the appropriate line:

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

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

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

pursuant to paragraph 2.

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

5. FINANCIAL AID

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

[If 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)

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

Not Applicable

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE 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
NORTHLAND PIONEER COLLEGE 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 2019/20 (“Term”).

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NORTHLAND PIONEER COLLEGE 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:

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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 2019/20 (“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 Course 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 unemancipated 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:

Mark Vest, President
Northland Pioneer College
P.O. Box 610
Holbrook, AZ 86025

If to School District:

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

COLLEGE

By: Mark Vest
Title: President

Date

SCHOOL DISTRICT



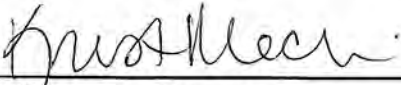
By: Ed Burgoyne
Title: Superintendent

Date

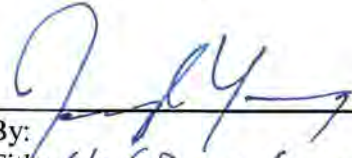
7-16-2019

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: ~~Attorney~~ ~~Sims Mackin~~
Counsel for Navajo County Community
College District
Dated: 8/15/19



By:
Title: ~~Chief Deputy County Attorney~~
Counsel for School District
Dated: 7/17/2019

EXHIBIT A
TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

The number of students admitted for any Dual Enrollment Course shall not be less than (6) students per section and shall not exceed a maximum of (30) students per section except and to the extent that the parties agree otherwise in writing in a specified circumstance. All courses listed with an asterisk are also offered to freshmen and sophomore students.

STJ SJCO BUS106 65 33439 TECHNIQUES OF PERSON ROGERS, DES 3.00 08/13/2018 12/21/2018 99	5 0	-MTWRF- 7:50a- 8:50a
STJ SJCO BUS122 65 33440 COMPUTER ACCOUNT WIT ROGERS, DES 3.00 08/13/2018 12/21/2018 99	10 0	-MTWRF- 12:30p- 1:30p
STJ SJCO CHM130 70 33410 FUNDAMENTAL CHEMISTR BURDICK, LY 4.00 08/13/2018 05/24/2019 99	15 0	-MTWRF- 7:50a- 8:50a
STJ SJCO CHM130 71 33411 FUNDAMENTAL CHEMISTR BURDICK, LY 4.00 08/13/2018 05/24/2019 99	18 0	-MTWRF- 1:35p- 2:30p
STJ SJCO CHM130 72 33660 FUNDAMENTAL CHEMISTR BURDICK, LY 4.00 10/04/2018 05/24/2019 99	1 0	-MTWRF- 1:35p- 2:30p
STJ SJCO BUS110 70 43449 SMALL BUSINESS MANAG ROGERS, DES 3.00 01/07/2019 05/24/2019 99	5 0	-MTWRF- 7:50a- 8:50a
STJ SJCO BUS112 74 43450 FUNDAMENTALS OF BOOK ROGERS, DES 3.00 01/07/2019 05/24/2019 99	10 0	-MTWRF- 12:30p- 1:30p
STJ SJCO MAT152 78 43333 ADVANCED ALGEBRA BUSHMAN, JA 3.00 08/13/2018 05/24/2019 99	6 0	-MTWRF- 9:55a-10:50a
STJ SJCO MAT152 79 43334 ADVANCED ALGEBRA BUSHMAN, JA 3.00 08/13/2018 05/24/2019 99	18 0	-MTWRF- 10:55a-11:50a
STJ SJCO MAT189 65 43336 PRECALCULUS ALGEBRA- BUSHMAN, JA 3.00 08/13/2018 05/24/2019 99	4 0	-MTWRF- 8:55a- 9:50a

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-seven Dollars (\$77) per credit hour for each in-state student and three hundred seventy Dollars (\$ 370) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

ADDITIONAL FEES AND/OR COSTS:

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

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

 N/A

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

7. FULL TIME STUDENT EQUIVALENT FINANCIAL INFORMATION

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$ 1,649,000

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-

Request to Accept Resignation of Board Member

Recommendation:

Staff recommends the District Governing Board accept the resignation of Mr. James Matteson, District IV.

Summary:

On August 29th, 2019, Mr. Matteson submitted an email of resignation from the District Governing Board of the college, effective September 1st, 2019. A resolution, to be signed by the Board members present for the vote, will be delivered to the Superintendent of Schools who is responsible for appointing a replacement till the next available election.

From: [Vest, Mark H.](#)
To: [Hempsey, John \(Paul\)](#)
Subject: FW: NPC Board
Date: Thursday, August 29, 2019 2:04:03 PM

From: James Matteson [mailto:jmatteson3676@yahoo.com]
Sent: Thursday, August 29, 2019 2:03 PM
To: Jalyn.Gerlich@NavajoCounty.AZ.Gov
Cc: Vest, Mark H. <mark.vest@npc.edu>
Subject: NPC Board

Dear Ms. Gerlich:

I am currently on the DGB of NPC, representing the people of District Four. I have served for nearly six years, and am now facing some surgery, and will be out for some time. Therefor, I believe that I need to tender my resignation, so as to provide an opportunity to gain a new member before the first of the year. I have enjoyed my term, and hope that the faculty and staff will think well of me.

Thank you for the opportunity to serve.

James H. Matteson

Memorandum of Understanding between Northland Pioneer College and Northland Pioneer College Friends and Family

Summary:

What follows is the recently completed Memorandum of Understanding between Northland Pioneer College and NPC Friends and Family. Friends and Family is a 501(c)3 organization with the exclusive purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of NPC and its students. Friends and Family and NPC have jointly developed the attached Memorandum of Understanding to clearly define and document the responsibilities of both parties in the ongoing mission of Friends and Family to support NPC and its students. The Memorandum documents and defines the current relationship between the two parties, and protects the College should that relationship change in the future for some unforeseen reason.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into, by and between Northland Pioneer College ("NPC"), a political subdivision of the State of Arizona, and Northland Pioneer College Friends and Family, Inc. ("Foundation"), an Arizona not-for-profit corporation, to establish the relationship between the two entities.

BACKGROUND

- A. NPC was established in 1972, by voter ballot, and the first classes were offered in 1974.
- B. NPC's Mission is to provide, support and promote lifelong learning.
- C. The Foundation was organized and incorporated in 1983 for the exclusive purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of NPC and its students.
- D. The Foundation's Mission is to support the mission of Northland Pioneer College, creating, supporting and promoting lifelong learning, through fund-raising, advocacy and volunteerism.
- E. The Foundation's Vision is to support Northland Pioneer College objectives and activities through resource development and to promote community awareness of the College and its programs.
- F. NPC and its District Governing Board have determined that the financial support that NPC receives from the Foundation is a significant public benefit to NPC and its students, and that such support is directly linked to NPC's educational mission.

AGREEMENT

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

- 1. Term.** This Memorandum will be effective from July 1, 2019 and will continue indefinitely. Either party may terminate this Memorandum for any reason by giving 90-days advanced written notification to the other party; however, the Foundation's right to terminate this Agreement is subject to a plan and assurances approved in advance by NPC for the continued operations of the Foundation. In the absence of those, the Foundation shall be obligated to transfer its assets to the appropriate successor with 501(c)(3) status to continue the mission and work of the Foundation in supporting NPC.
- 2. Terms:** The terms and conditions of this Memorandum may be reviewed annually by both parties during the fourth quarter of the calendar year, and modified with mutual written consent.

3. Name, Seal and Logotype. Consistent with its mission to help to advance the plans and objectives of NPC, the Foundation is granted a license to use the name, Northland Pioneer College, and its logo. However, for the purposes of its business operations, such as contracting with vendors or communicating with auditors, the Foundation will operate under its own seal and logotype and shall not use the NPC seal or other identifying marks.

4. NPC Governance.

4.1. The NPC District Governing Board is responsible for:

4.1.1. hiring the NPC President

4.1.2. creating accountability and defining the desired future state of NPC through establishing of the Ends which NPC will strive to achieve:

4.1.2.1. Education

4.1.2.2. Economic Development

4.1.2.3. Social and Cultural opportunities

4.1.3. approving the annual budget, including tuition, and matters dealing with real property

4.2. The NPC President is responsible for:

4.2.1. operationalizing the Ends;

4.2.2. leading faculty and staff to create NPC Mission, Vision, strategic plans, and annual priorities;

4.2.3. monitoring the performance and overseeing of all aspects of NPC operations; and,

4.2.4. hiring, compensating, and evaluating all NPC employees, including those employees who provide services to the Foundation

5. Foundation Governance.

5.1. The Foundation is a separately incorporated 501(c)(3) organization created exclusively to raise, manage, distribute, and steward private resources to support the Mission and Ends of NPC.

5.2. The Foundation is overseen independently by a board of directors consisting of community leaders who provide their time and insight into the development of additional donations for the benefit of NPC as well as the prudent management of endowments.

5.3. The Foundation's Board of Directors has fiduciary responsibility for the control and management of all assets of the Foundation, and ensures that all gifts are utilized in a manner consistent with donor intent.

5.4. The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities. Additionally, the Foundation has established expectations of individual board members based upon ethical guidelines and policies.

5.5. The Foundation is responsible for paying directly for all Foundation operational expenses out of the assets of the Foundation, except as provided in Paragraph 6.1.2.

6. NPC Responsibilities.

6.1 The NPC President is responsible for communicating NPC priorities and long-term plans to the Foundation.

6.2 In consideration for the Foundation's significant financial and other support of NPC and its mission, NPC will provide the Foundation with the following, at no cost to the Foundation:

6.2.1 Use of NPC facilities: Foundation will be given appropriate furnished office spaces, as well as access to classrooms, conference rooms, and other spaces needed to facilitate their mission. There will be no charge for rent, utilities, custodial services, or maintenance.

6.2.2 Administrative Support: NPC will provide the Foundation a variety of support services including Purchasing & Receiving, Human Resources, IT services, etc.

6.2.3 Personnel: NPC will pay 100% of the cost of salary, wages, benefits and related expenses of up to one .75 FTE NPC employee who will perform community relations duties for NPC in addition to fundraising duties for the Foundation. Future NPC cost increases are limited to 25% of the increase in annual salary and benefit costs. The number of supported positions may increase or decrease upon the mutual agreement of NPC and Foundation.

7 Foundation Responsibilities.

7.1 Fundraising.

7.1.1 The Foundation shall create an environment conducive to increasing levels of private support exclusively to support the mission and priorities of NPC.

7.1.2 The Foundation, in consultation with the NPC President, is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of NPC's mission. These programs include annual giving, major gifts, planned gifts, special projects/events and campaigns as appropriate.

-
- 7.1.3 The Foundation will establish, adhere to, and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and provide appropriate recognition and stewardship of such gifts.
 - 7.1.4 NPC recognizes that the Foundation bears major responsibility for fundraising. NPC representatives will coordinate fundraising initiatives including major gifts solicitations with the Foundation.
 - 7.1.5 The NPC President will work in conjunction with the leadership of the Foundation board and the Foundation chief executive to identify, cultivate, and solicit prospects for private gifts.
 - 7.1.6 The Foundation shall establish and enforce policies to protect donor confidentiality and rights to the extent allowable by law.

7.2 Asset Management.

- 7.2.1 The Foundation will establish investment and spending policies that adhere to applicable federal and state laws.
- 7.2.2 The Foundation will receive, hold, manage, invest, and disperse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.
- 7.2.3 The Foundation will engage an independent accounting firm annually to conduct an audit of the Foundation's financial records and will provide NPC with a copy of the annual audited financial statements, including management letters.

7.3 Institutional Flexibility.

- 7.3.1 In addition to providing scholarship support, the Foundation may, as appropriate, raise funds for academic programs or other NPC priorities which will provide NPC an extra margin of excellence beyond that which is available through traditional tuition and State financial support.
- 7.3.2 The Foundation may, as appropriate, provide financial support for NPC entrepreneurial activities.

7.4 Transfer of Funds

- 7.4.1 The Foundation is the primary recipient of private gifts and will, as appropriate, transfer gifts to NPC in compliance with applicable laws, NPC policies, and gift agreements.
- 7.4.2 The Foundation will make all decisions regarding the use of all gifts, including funds and in-kind donations, adhering to donor intent.
- 7.4.3 The Foundation's disbursements on behalf of NPC must be reasonable expenses that support NPC, are consistent with donor intent, and do not conflict with the law.
- 7.4.4 When distributing gift funds to NPC, the Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. NPC will abide by such restrictions and provide appropriate documentation.

8 Foundation Funding and Administration.

- 8.1 The Foundation is responsible for establishing a financial plan to underwrite the cost of Foundation programs, operations and services.
- 8.2 Foundation has the right to use a reasonable percentage of the annual total Endowment fund balance, not to exceed 10% to support its operations.
- 8.3 The Foundation shall maintain copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations according to the Foundation's document retention and destruction policy.
- 8.4 The Foundation will provide access to data and records to NPC in accordance with applicable laws, Foundation policies, and guidelines. The Foundation will comply with all public disclosure laws applicable to it and provide copies of its annual report and other information that may be publicly released to NPC.

9 Miscellaneous.

- 9.1 This Memorandum shall be governed by the laws of the State of Arizona. The parties shall have all remedies available by law or in equity.
- 9.2 In performance of this Memorandum, neither party shall discriminate illegally against any person on the basis of race, color, national origin, creed, sex, age, disability, or sexual preference. Both parties shall comply with all laws,

regulations, and executive orders applicable to them concerning non-discrimination, affirmative action and employment opportunity.

- 9.3 To the fullest extent allowable by law, each party ("indemnitor") agrees to indemnify, defend, and hold harmless the other party ("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 to any person (including death) or property damage, but only to the extent that such claims resulting in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 9.4 The parties agree to resolve any differences or disputes which may arise by engaging in good faith negotiations between themselves. If good faith negotiations are unsuccessful, the parties agree to submit any differences or disputes to mediation with a qualified mediator to be agreed upon by the parties. If mediation is unsuccessful, the parties agree to submit any unresolved disputes to arbitration by a qualified arbitrator. The decision of the arbitrator will be final and binding on both parties.
- 9.5 The parties may revise this agreement by executing a written amendment signed by authorized representatives of both parties.

This Memorandum is hereby executed by the authorized representatives of the parties signing below.

<p>FOUNDATION NPC Friends and Family, Inc.</p> <p>By _____ Betsyann Wilson, Executive Director</p> <p>Date _____</p>

<p>NPC Northland Pioneer College</p> <p>By _____ Mark H. Vest, President</p> <p>Date _____</p>

Request to Approve Renewal of Cisco Smartnet Contract

Recommendation:

Staff recommends approval renew the existing Cisco Smartnet contract through CDW-G for a price of \$196,818.71 which includes applicable taxes.

Summary:

This budgeted, annual renewal will provide multiple service contracts for technical support, upgrades and warranty services. This is a renewal contract price for existing services which support unified communications and Cisco network infrastructure (route switch, firewalls, etc.). The pricing derives from a current software value added reseller contract the vendor holds with the state of Arizona, which may be used by state entities. Note: The total price on the requisition to the vendor is \$191,406.65. Adding 3% tax for the City of Holbrook (\$5,412.06) outside of the requisition makes the combined total \$196,818.71.

QUOTE CONFIRMATION



DEAR PAUL MOFFITT,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KWBN071	9/3/2019	CISCO SUB SMARTNET RNWL	302679	\$16,679.35

IMPORTANT - PLEASE READ
Special Instructions: term dates: 9/3/2019 - 9/30/2020

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco ASA with FirePOWER Services IPS, Apps, AMP and URL Filtering - subscr Mfg. Part#: L-ASA5506-TAMC-1Y-RENEWAL UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	2	4018024	\$411.20	\$822.40
Cisco Email Security Inbound Bundle - subscription license (1 year) + 1 Yea Mfg. Part#: ESA-ESI-1Y-S3-RENEWAL UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	1300	3238917	\$11.46	\$14,898.00

PURCHASER BILLING INFO	SUBTOTAL	\$15,720.40
Billing Address: NORTHLAND PIONEER COLLEGE BUSINESS OFFICE PO BOX 610 HOLBROOK, AZ 86025-0610 Phone: (928) 524-7600 Payment Terms: Request Terms	SHIPPING	\$0.00
	SALES TAX	\$958.95
	GRAND TOTAL	\$16,679.35
	DELIVER TO Shipping Address: NORTHLAND PIONEER COLLEGE ATTN: PAUL MOFFITT 102 N 1ST AVE HOLBROOK, AZ 86025-2902 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Rachel Somers	(866) 708-1693 rachpar@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR PAUL MOFFITT,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KWBN249	9/3/2019	CISCO SMARTNET RNWL 1YR	302679	\$174,727.30

IMPORTANT - PLEASE READ
Special Instructions: term dates: 10/1/2019 - 9/30/2020 TAX: MULTIPLE TAX JURISDICTIONS APPLY TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CISCO SMARTNET ESS SW SUPP UPGR Mfg. Part#: CON-ECMU-1-50K Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$1,541.17 Contract: National IPA Technology Solutions Education (2018011-01)	1	2728229	\$25,265.01	\$25,265.01
Cisco Independent Software Vendor Application Services technical support - Mfg. Part#: CON-ISV1-1-1K UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$42.60 Contract: National IPA Technology Solutions Education (2018011-01)	1	2282742	\$698.40	\$698.40
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-1-100K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$5,357.24 Contract: National IPA Technology Solutions Education (2018011-01)	1	1504546	\$87,823.57	\$87,823.57
Cisco Unified Communications Essential Operate Service - extended service a Mfg. Part#: CON-ECDN-1-75K UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: HOLBROOK, AZ 6.1000% \$3,104.58 Contract: National IPA Technology Solutions Education (2018011-01)	1	5199012	\$50,894.73	\$50,894.73

PURCHASER BILLING INFO	SUBTOTAL	\$164,681.71
Billing Address: NORTHLAND PIONEER COLLEGE BUSINESS OFFICE PO BOX 610 HOLBROOK, AZ 86025-0610 Phone: (928) 524-7600 Payment Terms: Request Terms	SHIPPING	\$0.00
	SALES TAX	\$10,045.59
	GRAND TOTAL	\$174,727.30
	DELIVER TO	

Shipping Address:
NORTHLAND PIONEER COLLEGE
ATTN:PAUL MOFFITT
102 N 1ST AVE
HOLBROOK, AZ 86025-2902
Shipping Method: ELECTRONIC DISTRIBUTION

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Rachel Somers

(866) 708-1693

rachpar@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 026157235

ENTITY CDW Government LLC	Status: Active
DUNS: 026157235 +4:	CAGE Code: 1KH72 DoDAAC:
Expiration Date: 07/15/2020	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 230 N Milwaukee Ave	
City: Vernon Hills	State/Province: ILLINOIS
ZIP Code: 60061-4304	Country: UNITED STATES

Request to Approve Renewal of TALON Smartnet Contract

Recommendation:

Staff recommends approval to renew the existing TALON-specific Cisco Smartnet contract through Logicalis for a price of \$54,961.33 which includes applicable taxes.

Summary:

This budgeted, annual renewal will provide TALON Smartnet technical support, upgrades and warranty services. This is a renewal contract price for existing services which support unified communications and Cisco network infrastructure (route switch, firewalls, etc.). The pricing derives from a current software value added reseller contract the vendor holds with the state of Arizona, which may be used by state entities. Note: The total price on the requisition to Vendor is \$54,961.33.



Services Representative:
 Micah Ross
 1375 West Main Avenue, De Pere, WI 54115
 Phone:
 Fax:
 Micah.Ross@us.logicalis.com

Northland Pioneer College
 Ernest Hess
 982-532-6769
 ernest.hess@npc.edu
 2251 Navajo Blvd
 Holbrook, AZ 86025

Account Representative:
 Robert Lundblade
 8945 S. Harl Ave., Suite 102, Tempe, AZ 85284
 Phone: 480-850-3480
 Fax:
 Robert.Lundblade@us.logicalis.com

CISCO SUPPORT QUOTE SUMMARY

Contract 19-07PV-03

<u>Target Contract</u>	<u>Quote Number</u>	<u>Service Level</u>	<u>Extended Price</u>	<u>Company</u>
95692037	231479944	SNT/SNTP/ECDN/ECMU	\$ 54,101.17	Northland Pioneer College
		Software Tax	\$ 860.16	
TOTAL SUPPORT COST			\$ 54,961.33	

Do you have support agreements that you would like Logicalis to manage? Ask me how to move them!

The information in this proposal is considered proprietary and CONFIDENTIAL to Logicalis, Inc.
 By acceptance of this information, your company agrees to maintain this confidentiality and use such information for internal purposes only.
Any variation in quantity, or requested delivery may result in price changes. Prices are valid for 30 days from date of quotation unless otherwise stated.
 Prices are subject to change without notice in the event the product's manufacturer/distributor changes the price to Logicalis
 Shipping charges are subject to handling fees for specifying carriers and same day shipments
 Logicalis provides standard delivery to your loading dock, inside delivery is available at an additional charge if stated on your purchase order.

This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this quotation.
 By signing below, I accept this offer and represent that I am authorized to purchase these items on behalf of the above named customer.

**** PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER ****

Authorized Signature _____ **Date:** _____

Logicalis Terms Net 30

[LOGICALIS' terms of sale, available at http://www.us.logicalis.com/tcsales](http://www.us.logicalis.com/tcsales), are incorporated herein by reference.

For applicable engagements, State, Mohave, and SLD contract terms are incorporated herein by reference; however, for terms not addressed in the State, Mohave or SLD contracts, Logicalis' terms of sale shall supersede

Please provide billing address if it is different than address at top of the page

Billing address: _____

Service Support Quotation

**** PLEASE INCLUDE QUOTE # ON PURCHASE ORDER ****

SmartNet Quote Number: 231479944
 Quote Date: 08/20/2019
 Target Contract: 95692037
 Billing Cycle: Prepaid
 Total Hardware Cost: \$ 44,648.88
 Total Software Cost: \$ 9,452.29
Total Support Cost: \$ 54,101.17

Support Level:

ECDN - Cisco Unified Communications Essential Operate S SNT - (8x5xNBD) SMARTnet Standard
 Service Availability - 8 Hours/Day x 5 Days/Week
 Response Time - Next Business Day
 Hardware replacement and software application support
 Advanced Parts Replacement - 8 Hours/Day x 5 Days/Week - Next Business Day
 24x7 TAC Support
 Software support includes maintenance, minor and major updates for your licensed feature set

SNT - SMARTnet Premium

Service Availability - 24 Hours/Day x 7 Days/Week
 Response Time - 4 Hours
 Advanced Parts Replacement
 Software support includes maintenance, minor and major updates for your licensed feature set

ECMU - (SWSS) Basic Software Application Support w/ Upgrades

Service Availability - 24 Hours/Day x 7 Days/Week
 Software support includes both major and minor version upgrades

Coverage Term	
Earliest Start Date	Latest End Date
10/01/2019	09/30/2020

Source Service Level	Source Contract Number	Target Service Level	Quantity	Service SKU	Product Number	Product Description	Serial Number	Begin Date	End Date	# of Days Covered	Annual Price	Ext. Price
	95692037	ECMU	1	CON-ECMU-RVMTCSPP	R-VMTCS-PRO10P-K9	^Virtual TCS 10 Rec, 2 Live Port with Premiur		10/01/2019	05/31/2020	243	\$ 6,256.60	\$ 4,165.35
	95692037	ECMU	1	CON-ECMU-RVMTCSPP	R-VMTCS-PROBUN-K9	^Virtual TCS 5 Rec, 2 Live Port with Premium		10/01/2019	05/31/2020	243	\$ 4,575.90	\$ 3,046.42
	95692037	SNT	1	CON-SNT-BE6HM4K9	BE6H-M4-K9=	^Cisco Business Edition	FCH2019V24N	10/01/2019	09/30/2020	365	\$ 352.80	\$ 352.80
	95692037	SNT	1	CON-SNT-BE6HM4K9	BE6H-M4-K9=	^Cisco Business Edition	FCH2019V287	10/01/2019	09/30/2020	365	\$ 352.80	\$ 352.80
	95692037	SNT	1	CON-SNT-BE6HM4K9	BE6H-M4-K9=	^Cisco Business Edition	FCH2020V010	10/01/2019	09/30/2020	365	\$ 352.80	\$ 352.80
	95692037	SNT	1	CON-SNT-BE6HM4K9	BE6H-M4-K9=	^Cisco Business Edition	FCH2020V011	10/01/2019	09/30/2020	365	\$ 352.80	\$ 352.80
	95692037	SNT	1	CON-SNT-CVCDMEMM	CVC-DME-M4-M	SolutionsPlus: VBrick M4	FCH2019V239	10/01/2019	09/30/2020	365	\$ 363.38	\$ 363.38
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0S7	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0SA	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0SB	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0SC	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0SD	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0SE	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0SF	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0XV	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0XX	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	ECDN	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2020X0XY	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40
	95692037	SNT	1	CON-SNT-CTI-410V	CTI-410V-VTS-K9	^Cisco Multiparty Media	FCH2020V0AS	10/01/2019	09/30/2020	365	\$ 609.00	\$ 609.00
	95692037	SNT	1	CON-SNT-CTI-410V	CTI-410V-VTS-K9	^Cisco Multiparty Media	FCH2020V0B9	10/01/2019	09/30/2020	365	\$ 609.00	\$ 609.00
	95692037	ECDN	1	CON-ECDN-SX80IP60	CTS-SX80-IPST60-K9	Cisco SX80 Codec, Spe	FTT2019X1RY	10/01/2019	09/30/2020	365	\$ 2,240.70	\$ 2,240.70
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803FF	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-CTSCAM60	CTS-CAM-P60	Cisco TelePresence Pre	FTT201802L3	10/01/2019	09/30/2020	365	\$ 532.00	\$ 532.00
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803FC	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803FE	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-SX80IP60	CTS-SX80-IPST60-K9	Cisco SX80 Codec, Spe	FTT2019X1RZ	10/01/2019	09/30/2020	365	\$ 2,240.70	\$ 2,240.70
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803EP	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-CTSCAM60	CTS-CAM-P60	Cisco TelePresence Pre	FTT20180327	10/01/2019	09/30/2020	365	\$ 532.00	\$ 532.00
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803ES	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803EQ	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-SX80IP60	CTS-SX80-IPST60-K9	Cisco SX80 Codec, Spe	FTT2019X1S0	10/01/2019	09/30/2020	365	\$ 2,240.70	\$ 2,240.70
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803EU	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-CTSCAM60	CTS-CAM-P60	Cisco TelePresence Pre	FTT201801NX	10/01/2019	09/30/2020	365	\$ 532.00	\$ 532.00
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803EW	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803F9	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	ECDN	1	CON-ECDN-SX80IP60	CTS-SX80-IPST60-K9	Cisco SX80 Codec, Spe	FTT2019X1S1	10/01/2019	09/30/2020	365	\$ 2,240.70	\$ 2,240.70
	95692037	ECDN	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803FB	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60

Source Service Level	Source Contract Number	Target Service Level	Quantity	Service SKU	Product Number	Product Description	Serial Number	Begin Date	End Date	# of Days Covered	Annual Price	Ext. Price
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803FD	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSCAM60	CTS-CAM-P60	Cisco TelePresence Pre	FTT201802LF	10/01/2019	09/30/2020	365	\$ 532.00	\$ 532.00
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT201803FA	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	<u>ECMU</u>	25	CON-ECMU-UWL11XPR	UWL-11X-PRO	^CUWL Professional 11.x Users - Service Use		10/01/2019	04/30/2020	212	\$ 63.00	\$ 914.72
	95692037	<u>ECDN</u>	1	CON-ECDN-SX80IP60	CTS-SX80-IPST60-K9	Cisco SX80 Codec, Spe:	FTT2044X22Q	10/01/2019	09/30/2020	365	\$ 2,240.70	\$ 2,240.70
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT2045007Y	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSCAM60	CTS-CAM-P60	Cisco TelePresence Pre	FTT204301TK	10/01/2019	09/30/2020	365	\$ 532.00	\$ 532.00
	95692037	<u>ECDN</u>	1	CON-ECDN-SX80IP60	CTS-SX80-IPST60-K9	Cisco SX80 Codec, Spe:	FTT2045X009	10/01/2019	09/30/2020	365	\$ 2,240.70	\$ 2,240.70
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT2045007Z	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSCAM60	CTS-CAM-P60	Cisco TelePresence Pre	FTT204301UL	10/01/2019	09/30/2020	365	\$ 532.00	\$ 532.00
	95692037	<u>SNT</u>	1	CON-SNT-CTS-MICC	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone k		10/01/2019	09/30/2020	365	\$ 119.00	\$ 119.00
	95692037	<u>SNT</u>	1	CON-SNT-CTS-MICC	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone k		10/01/2019	09/30/2020	365	\$ 119.00	\$ 119.00
	95692037	<u>SNT</u>	1	CON-SNT-CTS-MICC	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone k		10/01/2019	09/30/2020	365	\$ 119.00	\$ 119.00
	95692037	<u>SNT</u>	1	CON-SNT-CTS-MICC	CTS-MIC-CLNG-G2=	Cisco Ceiling Microphone Gen 2 stand alone k		10/01/2019	09/30/2020	365	\$ 119.00	\$ 119.00
	95692037	<u>ECDN</u>	1	CON-ECDN-SX80IP60	CTS-SX80-IPST60-K9	Cisco SX80 Codec, Spe:	FTT2101X0PL	10/01/2019	09/30/2020	365	\$ 2,240.70	\$ 2,240.70
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSMICG2	CTS-MIC-CLNG-G2	Cisco TelePresence Ceil	FTT205300HO	10/01/2019	09/30/2020	365	\$ 103.60	\$ 103.60
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSMICTB	CTS-MIC-TABL60	Cisco TelePresence Tab	WKK20303078	10/01/2019	09/30/2020	365	\$ 28.00	\$ 28.00
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSCAM60	CTS-CAM-P60	Cisco TelePresence Pre	FTT21010167	10/01/2019	09/30/2020	365	\$ 532.00	\$ 532.00
	95692037	<u>ECMU</u>	1	CON-ECMU-LTMS25	L-TMS-25	Order L-TMS-APL-PAK for E-deliveryof add T		10/01/2019	09/30/2020	365	\$ 1,325.80	\$ 1,325.80
	95692037	<u>ECDN</u>	1	CON-ECDN-CTSMX300	CTS-MX300-K9	^Cisco TelePresence M	FTT2102X0KF	10/01/2019	09/30/2020	365	\$ 1,835.40	\$ 1,835.40

Do you have support agreements that you would like Logicalis to manage? Ask me how to move them!

The information in this proposal is considered proprietary and CONFIDENTIAL to Logicalis, Inc.

By acceptance of this information, your company agrees to maintain this confidentiality and use such information for internal purposes only.

Any variation in quantity, or requested delivery may result in price changes. Prices are valid for 30 days from date of quotation unless otherwise stated.

Prices are subject to change without notice in the event the product's manufacturer/distributor changes the price to Logicalis

Shipping charges are subject to handling fees for specifying carriers and same day shipments

Logicalis provides standard delivery to your loading dock, inside delivery is available at an additional charge if stated on your purchase order.

SAM Search Results
List of records matching your search for :

Search Term : logicalis*
Record Status: Active

ENTITY Logicalis, Inc.	Status: Active
DUNS: 807643150 +4:	CAGE Code: 1M7W4 DoDAAC:
Expiration Date: 02/14/2020	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: One Penn Plaza 51st Fl Ste 5130	
City: New York	State/Province: NEW YORK
ZIP Code: 10119-5160	Country: UNITED STATES

Request to approve 2020-21 Strategic Planning and Budget Development Calendar

Recommendation:

Staff recommends approval of the 2020-21 Strategic Planning and Budget Development Calendar.

Summary:

The Strategic Planning and Budget Development Calendar is similar to last year.

The development of the budget cycle starts in July of each year, when NPC develops and submits its State Aid request. The consolidated AZ Community Colleges State Aid request for FY2020-21 is due to the state by September 1st of each year.

The Business Office will be adjusting the due dates associated with the June 30th, year-end activity, for Accounts Payable, Purchasing and Grant deadlines to better manage the timing of information needed to complete the request for State Aid. Changes in deadlines will be communicated to all impacted through-out this fiscal year and will be highlighted in March, April and May 2020.

STRATEGIC PLANNING AND BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2020 – 2021

PROPOSED

ACTIVITY	RESOURCE	DUE BY
1. Receive & approve calendar	DGB	17 September 2019
2. Receive draft strategic plan	DGB	17 September
3. Approve strategic plan	DGB	15 October
4. Receive and approve budget assumptions & overview	DGB	17 December
5. Review strategic plan/budget at convocation or meetings	SPASC	6 January 2020
6. Solicit input for strategic plan at convocation or meetings	SPASC	6 January
7. Distribute budget materials for operational & capital	Bus Ofc	7 January
8. Financial Services receives budget requests	Department Managers	3 February
9. Executive team, faculty, CASO meet on compensation	Ex Tm FA CASO	3 February
10. Review of operational & capital plans/budget requests	Executive Team	10 February
11. Receive introductory budget analysis	DGB	18 February
12. Receive tuition and fee schedules	DGB	18 February
13. President receives compensation recommendation	FA CASO	2 March
14. Budget hearing	SPASC	6 March
15. Receive preliminary budget analysis	DGB	17 March
16. Receive compensation recommendation	DGB	17 March
17. Approve tuition and fee schedules	DGB	17 March
18. Approve compensation	DGB	21 April
19. Receive complete budget analysis	DGB	21 April
20. Adopt tentative budgets & related publications	DGB	21 April
21. Develop priorities for upcoming strategic plan	DGB	21 April
22. Publish notice of budget public hearing/TNT hearing	CFO	24 April
23. Publish notice of TNT hearing (2)	CFO	30 April
24. Publish notice of budget public hearing (2)/TNT hearing (3)	CFO	7 May
25. Conduct taxpayer public hearings	DGB	19 May
26. Adopt property tax levy and final budgets	DGB	19 May
27. Notify PTOC of primary property tax levy	CFO	22 May
28. Submit tax levy to Navajo County	CFO	22 May
29. Develop upcoming strategic plan draft	SPASC	31 July
30. Present strategic plan report & new draft at convocation	SPASC	17 August
31. Receive input for future strategic plans at convocation	SPASC	17 August
32. Receive annual report on strategic planning	DGB	18 August 2020

Request to Award: Summit Healthcare

Recommendation:

Staff recommends the award of the following subgrant to Summit Healthcare in the amount of \$55,000. Summit Healthcare is a named partner provider in the Navajo-Apache First Things First Professional Development for Early Care and Education Professionals (PD ECEP) grant that began operation July 1st, 2019.

Summary:

The Early Childhood Department at Northland Pioneer College was awarded the Navajo Apache First Things First PD ECEP grant, which was accepted by the board in June, 2019. The purpose of the grant is to provide comprehensive, supportive training and technical assistance to at least 60 early childhood professionals in the communities of Holbrook, Snowflake, Sanders, Saint Johns, Springerville, and Linden through the use of a Learning Collaboratives model. Learning Collaboratives are an evidence-based training and technical assistance framework that uses peer to peer learning (i.e., Communities of Practice) and individualized technical assistance to improve knowledge and support behavior change among early childhood care and education providers. The Learning Collaboratives Project will also include a locally offered Early Childhood Conference in May 2020 open to 275 early childhood professionals.

Per the terms of the PD ECEP grant award, NPC is implementing the grant project via a multi-agency partnership between NPC, Summit Healthcare, and Arizona PBS. *This award formalizes the subgrant contract with Summit Healthcare to provide Learning Collaborative content in topic areas related to Trauma and Resilience.* Summit Healthcare is specially trained in trauma-informed care, Adverse Childhood Experiences, and Resilience models and is a key partner in our grant.

Through this award, Summit Healthcare will assist the college with the fulfillment of the grant requirements stipulated in the First Things First PD ECEP grant.

AGREEMENT BETWEEN NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT AND

Summit Healthcare

This Agreement made and entered into on the 10th day of September, 2019, by and between Navajo County Community College District hereinafter referred to as "District" or "College" and Summit Healthcare hereinafter referred to as the "Subgrantee."

The District and the Subgrantee agree as follows:

FIRST: The Subgrantee agrees to perform the professional, technical and/or management services hereinafter set forth in the Scope of Services when, and as assigned by the District, and

SECOND: The District agrees to pay the Subgrantee a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: SUBGRANTEE'S SERVICES

The Subgrantee agrees to provide professional services and consultation to assist the College as outlined in the Scope of Services with any exceptions noted in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior written approval of the District.

ARTICLE 2: FEE STRUCTURE

Under this agreement, the Subgrantee will be paid up to an amount of \$55,000 in no fewer than 4 payments of no more than 1/3 the total amount.

ARTICLE 3: METHOD OF PAYMENT

Payments to the Subgrantee will be made no less than quarterly, and upon the presentation and approval of the Subgrantee's invoice. Each such invoice shall be documented in such detail to identify each of the tasks completed during the quarter.

ARTICLE 4: INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Subgrantee, its employees, agents or any tier of subcontractors in the performance of the Agreement. Subgrantee's duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Subgrantee or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Subgrantee be legally liable.

ARTICLE 5: EMPLOYEE RELATIONSHIP

The Subgrantee is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Subgrantee.

ARTICLE 6: CANCELLATION

This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Subgrantee. In the event of such cancellation, the Subgrantee shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Subgrantee.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Subgrantee reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 8: PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Subgrantee and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Subgrantee shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST

The Subgrantee agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Subgrantee shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Subgrantee shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT

The initial term of the contract shall be for one year from date of award. Two, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW

This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

ARTICLE 12: SEVERABILITY

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 13: NOTICES

All notices to either party shall be deemed to have been provided by depositing the same, postage pre- paid, with the United States Postal Service, addressed as follows:

District Representative:

Subgrantee Representative:

ARTICLE 14: CANCELLATION OF CONFLICTS OF INTEREST

This Agreement is subject to cancellation by the District for conflicts of interest pursuant to A.R.S. § 38-511, the terms of which are incorporated here by this reference.

ARTICLE 15: NON-DISCRIMINATION

The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING

This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Subgrantee shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE

Subgrantee shall furnish insurance as required by the Navajo-Apache First Things First Professional Development for Early Childhood Professionals grant awarded to the District.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Holbrook, Arizona the day and year first above written.

Northland Pioneer College:

Subgrantee:

By: _____

By: _____

Title: _____

Title: _____

Attachment A
SCOPE OF SERVICES

PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.
- E. Coordinate with Subgrantee to ensure effective implementation of Subgrantee requirements and deliverables.
- F. Provide technical assistance and training, including implementation of Learning Collaboratives in accordance with the grant implementation plan and as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- G. Design and print all marketing and recruitment materials for activities as needed to implement the scope of services for the grant.
- H. Provide professional advisement activities to participants of all Learning Collaborative participants.

RESPONSIBILITIES OF SUBGRANTEE Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award as outlined in the grant proposal and implementation plan.
- B. Ensure implementation of Learning Collaboratives with fidelity to the Nemours Early Childhood Learning Collaborative Model in agreed upon locations within the areas of Navajo

and Apache Counties as determined by the grantee and identified during partner quarterly meetings.

C. Ensure coordination with local early childhood stakeholders (e.g., NACOG Head Start, local childcare providers, and local school districts) to plan and conduct each of the Learning Collaboratives.

D. Implement with alignment to the Nemours Early Learning Collaborative model, including learning sessions and individualized coaching/mentoring between sessions.

E. Attend all quarterly meetings as established by the District.

F. Provide all requested data to the District in a timely and accurate manner at least quarterly.

G. Distribute marketing materials and support recruitment in agreed upon communities.

H. Ensure compliance with all elements of the First Things First Standards of Practice for the strategy.

I. Submit requests for payments at least quarterly, for no more than 1/3 the total grant award, up to the budgeted amount allowed (\$55,000).

J. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.

K. Make records available to Grantor, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

Governing Board Training Agenda

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

Date: September 17, 2019

Time: 1:00 p.m. (MST)

Item	Description	Resource
1.	Call to Order	Chair Lucero
2.	Adoption of the Agenda (Action)	Chair Lucero
3.	New Business:	
	A. Board Training	Dr. Rufus Gasper
4.	Adjournment (Action)	Chair Lucero

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



Northland Pioneer College

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