

# Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **June 20, 2017 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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

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

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

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 19<sup>th</sup> day of June 2017, at 10:00 a.m.

Paul Hempsey  
Recording Secretary to the Board

## NOTICE DISTRIBUTION

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

# OUR MISSION

Northland Pioneer College  
creates, supports  
and promotes  
lifelong learning.



## Northland Pioneer College

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

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

# Governing Board Meeting Agenda

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

**Date:** June 20, 2017

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

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance .....	Chair Lucero
2.	Adoption of the Agenda..... <b>(Action)</b>	Chair Lucero
3.	Call for Public Comment .....	Chair Lucero
Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.		
4.	<b>Reports:</b>	
A.	<a href="#">Financial Position</a> .....	CBO Ellison
B.	NPC Friends and Family .....	Director Wilson
C.	NPC Faculty Association.....	No Report
D.	<a href="#">Human Resources</a> .....	Written Report
E.	CASO.....	No Report
F.	NPC Student Government Association .....	No Report
5.	Consent Agenda..... <b>(Action)</b>	Chair Lucero
A.	May 16, 2017 <a href="#">TNT Hearing Minutes</a>	
B.	May 16, 2017 <a href="#">Budget Hearing Minutes</a>	
C.	May 16, 2017 <a href="#">Special Board Meeting Minutes</a>	
D.	May 16, 2017 <a href="#">Regular Board Minutes</a>	
E.	Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and <a href="#">Holbrook USD</a> ; <a href="#">Joseph City USD</a> ; <a href="#">Chinle USD</a> ; <a href="#">Snowflake USD</a> .	
F.	Update to <a href="#">Policy 1105 - College Service Sites</a>	
G.	Update to <a href="#">Procedure 2036 - DGB Travel</a>	
H.	2017-2018 <a href="#">Salary and Wage Clarification</a>	
6.	<b>Old Business:</b>	
A.	<a href="#">Presidential Search</a> ..... <b>(Action)</b>	Board

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.



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<u>Item</u>	<u>Description</u>	<u>Resource</u>
7.	<b>New Business:</b>	
A.	Request to Approve <a href="#">Respiratory Therapy IGA</a> .....(Action)	Vice President Vest
B.	Presentation of Meritorious Service and Emeritus Awards..... Leonard Lee Shannon Newman Theresa Artz-Howard	Various
C.	Institutional Effectiveness Report .....	Dr. Eva Putzova
D.	<a href="#">Scholarship Report</a> .....	Vice President Vest
E.	Request to Approve <a href="#">Miami IGA</a> .....(Action)	Vice President Vest
F.	Executive Session Pursuant to 38-431.03(A)(1) – Personnel Matter .....(Action)	Chair Lucero
G.	Executive Session Pursuant to 38-431.03(A)(1) – Personnel Matter .....(Action)	Chair Lucero
H.	Executive Session Pursuant to 38-431.03(A)(1) – Personnel Matter .....(Action)	Chair Lucero
I.	Possible Action on Presidential Contract.....(Action)	Board Members
J.	Possible Action on Employee Agreement and Release .....(Action)	Board Members
K.	Possible Action on Employee Contract(s) .....(Action)	Board Members
8.	<b>Standing Business:</b>	
A.	Strategic Planning and Accreditation Steering Committee Report .....	Vice President Vest
B.	President’s Report .....	President Swarthout
C.	DGB Agenda Items and Informational Needs for Next Meeting .....	Chair Lucero
9.	Board Report/Summary of Current Events.....	Board Members
10.	Announcement of Next Regular Meeting..... <b>August 15, 2017</b>	Chair Lucero
11.	Adjournment .....(Action)	Chair Lucero

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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2016 to April 30, 2017

Budget Period Expired

83%

Tax Supported Funds				
General Unrestricted				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Primary Tax Levy	14,361,969	2,247,265	12,217,306	85%
State Aid:				
Maintenance and Operations	1,606,000	401,500	1,606,000	100%
Equalization	6,081,500	1,520,375	6,081,500	100%
Tuition and Fees	4,700,000	399,777	4,210,974	90%
Investment earnings	140,000	13,731	220,947	158%
Grants and Contracts	1,800,000	485,756	1,698,741	94%
Other Miscellaneous	196,300	18,720	197,887	101%
Fund Balance	377,250			
Transfers	(2,800,000)	(147,885)	(2,182,973)	78%
<b>TOTAL REVENUES</b>	<b>\$ 26,463,019</b>	<b>\$ 4,939,239</b>	<b>\$ 24,050,382</b>	<b>91%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	17,781,414	1,364,742	12,872,170	72%
Operating Expenditures	8,681,605	310,897	5,190,192	60%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 26,463,019</b>	<b>\$ 1,675,639</b>	<b>\$ 18,062,362</b>	<b>68%</b>
<b>Unrestricted Plant</b>				
	Current Month			
	Budget	Actual	Y-T-D Actual	%
<b>REVENUES</b>				
State Aid:				
Capital/STEM	353,700	88,425	353,700	100%
Other Miscellaneous				
Fund Balance	3,000,000			
Transfers	2,000,000	122,307	1,569,532	78%
<b>TOTAL REVENUES</b>	<b>\$ 5,353,700</b>	<b>\$ 210,732</b>	<b>\$ 1,923,232</b>	<b>36%</b>
<b>EXPENDITURES</b>				
Salaries and Wages				
Operating Expenditures				
Capital Expenditures	5,353,700	210,732	1,923,232	36%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,353,700</b>	<b>\$ 210,732</b>	<b>\$ 1,923,232</b>	<b>36%</b>

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
 Statement of Financial Position  
 July 1, 2016 to April 30, 2017

Budget Period Expired 83%

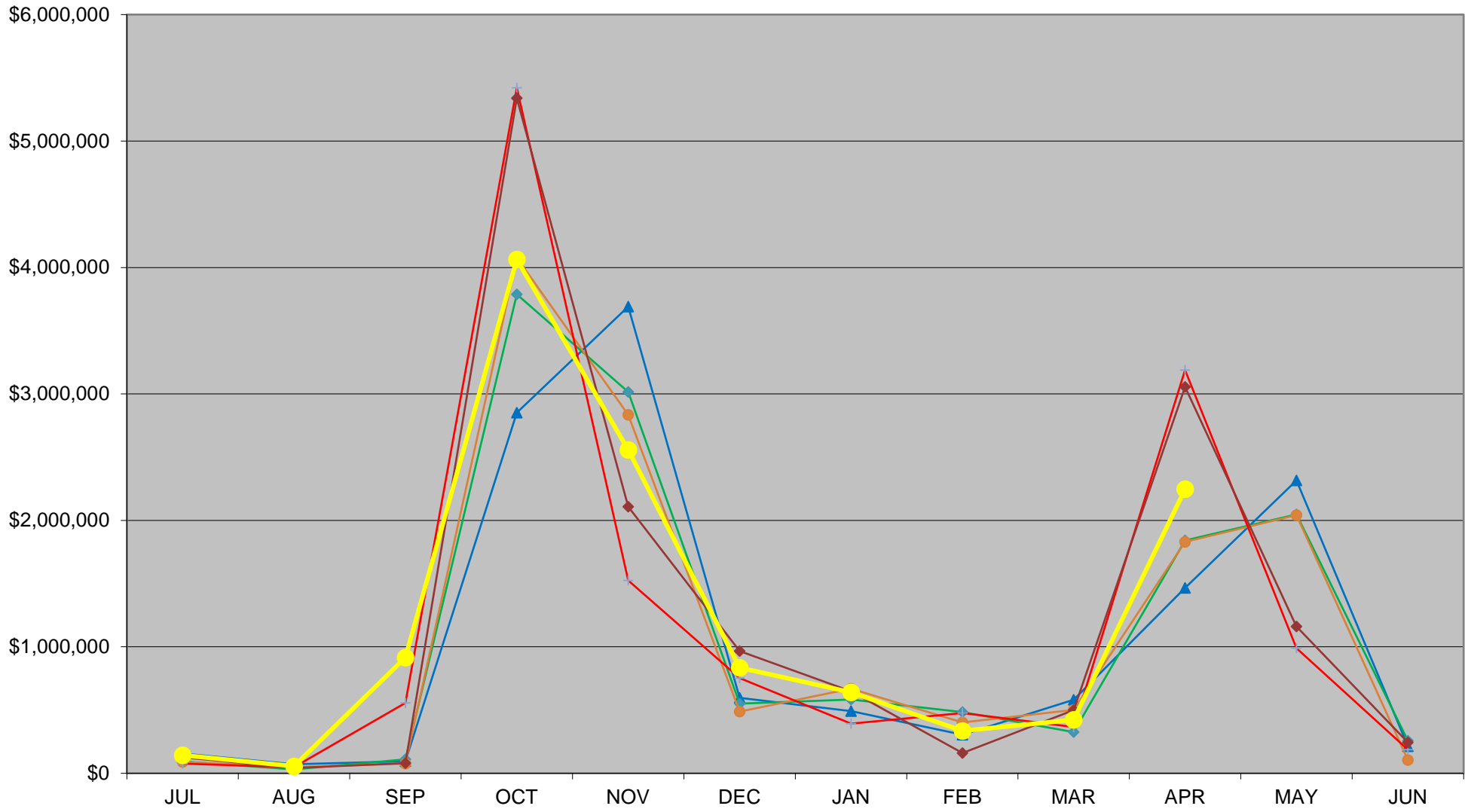
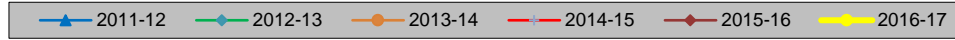
**Restricted and Auxiliary Funds**

	Restricted			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Grants and Contracts	6,000,000	266,868	3,739,443	62%
Fund Balance	-			
Transfers	600,000		440,156	73%
<b>TOTAL REVENUES</b>	<b>\$ 6,600,000</b>	<b>\$ 266,868</b>	<b>\$ 4,179,599</b>	<b>63%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	1,053,961	107,857	979,073	93%
Operating Expenditures	5,546,039	39,457	2,816,040	51%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,600,000</b>	<b>\$ 147,314</b>	<b>\$ 3,795,113</b>	<b>58%</b>
	Auxiliary			
	Budget	Current Month Actual	Y-T-D Actual	%
<b>REVENUES</b>				
Sales and Services	450,000	3,127	129,624	29%
Fund Balance	-			
Transfers	200,000	25,578	173,285	87%
<b>TOTAL REVENUES</b>	<b>\$ 650,000</b>	<b>\$ 28,705</b>	<b>\$ 302,909</b>	<b>47%</b>
<b>EXPENDITURES</b>				
Salaries and Wages	239,746	25,277	220,477	92%
Operating Expenditures	410,254	3,429	82,432	20%
Capital Expenditures				
<b>TOTAL EXPENDITURES</b>	<b>\$ 650,000</b>	<b>\$ 28,706</b>	<b>\$ 302,909</b>	<b>47%</b>

**Cash Flows**

Cash flows from all activities (YTD) .....	\$30,456,122
Cash used for all activities (YTD) .....	<b>\$24,083,616</b>
Net Cash for all activities (YTD) .....	\$6,372,506

### Monthly Primary Property Tax Receipts



**DGB Human Resources Update  
June 20, 2017**

**OPEN POSITIONS**

1. **Network Security Coordinator – Open until filled. 5 applicants.**
2. **Administrative Systems Analyst – Open until filled. 7 applicants.**
3. **Coordinator of Administrative Systems and Projects –Open until filled. 7 applicants.**
4. **Faculty in Medical Assistant – Closed June 16.**
5. **Director of Human Resources – First Review July 3, 2017. 6 applicants.**
6. **Campus Monitor – PDC – Closed June 12, 2017. 7 applicants.**
7. **Maintenance II – Open until filled. 7 applicants**
8. **Faculty in Nursing Assistant Training/Program Coordinator – Closed June 12, 2017. 2 applicants.**

**CLOSED: IN REVIEW**

1. **Assistant to the Facilities Coordinator – Closed June 9, 2017. 5 applicants.**
2. **Support Center Operator – Closed May 19, 2017. 32 applicant**
3. **Institutional Research Analyst Open until filled. 12 applicants.**
4. **Jr. Network & Systems Administrator – Closed March 19, 2017. 13 applicants.**
5. **Systems Support Technician – Closed March 19, 2017. 8 applicants.**
6. **Records & Registration Clerk-Veteran Certifying Official– Open until filled. 20 applicants**
7. **Faculty in English – Closed May 26, 2017. 36 applicants.**
8. **Faculty in Mathematics-WMC Closed June 7, 2017. 31 applicants.**
9. **Campus Monitor – PDC – Closes June 12, 2017. 7 applicants.**
10. **Center Manager-WRV – Closed May 7, 2017. 3 applicants.**
11. **Data Analyst – Closed June 2, 2017. 4 applicants.**

**FILLED**

1. **Faculty in College and Career Preparation – Cathleen Burson starts August 14, 2017. Cathy received her Associate of Arts from Central Arizona College and her Bachelor of Sciences in Education and Master of Education from Northern Arizona University.**
2. **Faculty in Cosmetology – Glenna Lavoie starts August 14, 2017. Glenna is currently an adjunct instructor and is working towards her Associate of Applied Science degree.**
3. **Center Advisor/Library Technician-WRV–April Horne started May 15, 2017. April received her Bachelor of Science from Arizona State University.**
4. **Faculty in Nursing – Ruth Zimmerman starts August 14, 2017. Ruth received her Bachelor of Science in Nursing from Arizona State University and her Master of Science in Nursing from the University of Phoenix. Loria Hute received her Bachelor of Science in Nursing and her Master of Science in Nursing from Northern Arizona University.**
5. **Academic Advisor and Student Activities Coordinator – Ryan Orr started May 22, 2017. Ryan received his Associate of Arts from Northland Pioneer College. He received his Bachelor degree from Arizona State University.**
6. **Faculty in Business-LCC –Richard Dean starts August 14, 2017. Richard was previously Faculty in Business and Half-time Coordinator at Arizona Department of Corrections.**



# Navajo County Community College District Truth in Taxation Public Hearing Minutes

May 16, 2017 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

**Governing Board Member Absent:** Mr. George Joe; Mr. Daniel Peaches.

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

**Others Present:** Kim Reed; Everett Robinson; Laura Parsons; Betsyann Wilson; Ann Hess; Jeremy Raisor; Peggy Belknap; Stuart Bishop; Randy Hoskins; Pat Lopez; Ryan Rademacher; Cara Joe-Dukepoo; Rickey Jackson; Bill Fee; Ed Gentry; Gail Campbell.

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

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

## **Agenda Item 2: Truth in Taxation Publication**

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

## **Agenda Item 3: Request of Proposed 2017-2018 Primary Property Tax**

CBO Ellison reviewed the Proposed 2017-2018 Primary Property Tax with the Board commenting that the information has not changed from the previous months it has been discussed.

Chair Lucero asked what the actual rate of increase to Property Taxes. CBO Ellison responded that if we compare the proposed tax rate to last year's adopted rate it will be an actual increase of one percent.

## **Agenda Item 4: Call for Public Comment**

Interim Vice President Ellison read a statement from Mr. Jerry Brownlow in objection to the tax increase.



**Agenda Item 5: Adjournment**

*The meeting was adjourned at 10:08 a.m. upon a motion by Mr. Matteson, a second by Mr. Leslie, and a unanimous affirmative vote.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

DRAFT



**Navajo County Community College District  
2016-2017 Proposed Budget Public Hearing Minutes**

May 16, 2017 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

**Governing Board Member Absent:** Mr. George Joe; Mr. Daniel Peaches.

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

**Others Present:** Kim Reed; Everett Robinson; Laura Parsons; Betsyann Wilson; Ann Hess; Jeremy Raisor; Peggy Belknap; Stuart Bishop; Randy Hoskins; Pat Lopez; Ryan Rademacher; Cara Joe-Dukepoo; Rickey Jackson; Bill Fee; Ed Gentry; Gail Campbell.

**Agenda Item 1: Call to Order**

Chair Lucero called the meeting to order at 10:08 a.m.

**Agenda Item 2: Presentation of Proposed 2017-2018 Budget**

CBO Ellison addressed the Board and presented the Proposed 2016-2017 Budget commenting the Preliminary budget adopted in April remains unchanged.

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

None.

**Agenda Item 4: Adjournment**

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

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

Navajo Community College District Proposed Budget Public Hearing – 5/16/17 – Page 1 of 1



**Northland Pioneer College**

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# Navajo County Community College District Special Board Meeting Minutes

May 16, 2017 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

**Governing Board Member Absent:** Mr. George Joe; Mr. Daniel Peaches.

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

**Others Present:** Kim Reed; Everett Robinson; Laura Parsons; Betsyann Wilson; Ann Hess; Jeremy Raisor; Peggy Belknap; Stuart Bishop; Randy Hoskins; Pat Lopez; Ryan Rademacher; Cara Joe-Dukepoo; Rickey Jackson; Bill Fee; Ed Gentry; Gail Campbell.

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

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

## **Agenda Item 2: Request to Approve 2017-2018 Proposed Tax Levy**

CBO Ellison reviewed the Request to Approve the 2017-2018 Proposed Tax Levy stating that there was no changes from the information provided in April and staff recommends approval.

Chair Lucero noted his concern that issues revolving around the closure of Cholla would continue to place more of a tax burden on the remaining property tax payers in the county. Mr. Matteson agreed with Chair Lucero's concern but noted the college was formed to provide educational opportunities to the residents of the county and if we do not provide adequate funding the burden will fall on the students, through tuition rates, and believes it is fair and equitable to spread the burden to property holders and businesses in the area. Chair Lucero noted that, as everyone will be doing, the college should also be tightening its belt for the future. President Swarhout commented that staff were tasked and committed to coming up with three major alternatives to provide cost savings for the college over the summer months.

*Mr. Matteson moved to approve the proposed 2017-2018 property tax levy rate as presented. The motion was seconded by Mr. Leslie. The vote passed upon a roll-call vote, with affirmative votes from Mr. Matteson, and Mr. Leslie. Chair Lucero opposed.*

## **Agenda Item 3: Request to Approve 2017-2018 Proposed Budget**

CBO Ellison reviewed the request to Approve 2016-2017 Proposed Budget with the Board stating there had been no changes since the Board approved the preliminary budget in April.



*Mr. Matteson moved to adopt the proposed 2017-2018 budget as presented. Mr. Leslie seconded the motion. **The motion passed upon a unanimous roll-call vote.***

**Agenda Item 4: Request to Adopt 2017-2020 Proposed Capital Budget**

CBO Ellison reviewed the request to adopt the 2017-2020 Capital Budget stating staff recommends approval.

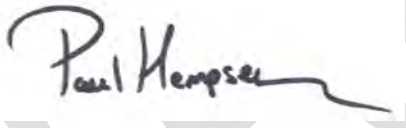
Mr. Matteson confirmed that there were no changes to our expected revenues in the State Budget. CBO Ellison confirmed there were no changes and the correct amounts were included in the budgets presented.

*Mr. Matteson moved for adoption of the 2017-2020 proposed capital budget as presented. Mr. Leslie seconded. **The motion passed with a unanimous roll-call vote.***

**Agenda Item 5: Adjournment**

*The meeting was adjourned at 10:19 a.m. upon a motion by Mr. Matteson, a second by Mr. Leslie, and a unanimous affirmative vote.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board



# Navajo County Community College District Governing Board Meeting Minutes

May 16, 2017 – 10:00 a.m.  
Painted Desert Campus, Tiponi Community Center  
2251 East Navajo Boulevard, Holbrook, Arizona

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

**Governing Board Member Absent:** Mr. George Joe; Mr. Daniel Peaches.

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

**Others Present:** Kim Reed; Everett Robinson; Laura Parsons; Betsyann Wilson; Ann Hess; Jeremy Raisor; Peggy Belknap; Stuart Bishop; Randy Hoskins; Pat Lopez; Ryan Rademacher; Cara Joe-Dukepoo; Rickey Jackson; Bill Fee; Ed Gentry; Gail Campbell.

## **Agenda Item 1: Call to Order and Pledge of Allegiance**

Chair Lucero called the meeting to order at 10:19 a.m. and led the Pledge of Allegiance.

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

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

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

None.

## **Agenda Item 4: Reports**

### **4.A. Financial Position – CBO Ellison**

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

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

Director Wilson addressed the Board and reported on recent activities, successes, and upcoming events for Friends and Family. Director Wilson noted that the Golf Tournament generated \$10,600 and she has high hopes for the upcoming Disc Golf Tournament.

### **4.C. Faculty Association**

Ryan Rademacher addressed the Board introducing the incoming Faculty Association President, Pat Lopez, and highlighted information from the Faculty Association written report.



Mr. Matteson asked if the Faculty Association had identified Faculty to serve on the Presidential Search Committee. Ryan Rademacher commented that names of volunteers had been forwarded to the President's Office.

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

A written report was provided for the Board. President Swarthout noted that a number of the external openings had been filled since the posting of the materials.

Vice President Vest introduced Gail Campbell who is the new Associate Dean of Education and College and Career Prep.

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

Written Report.

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

No Report.

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

#### **A. April 18, 2017 Regular Board Minutes**

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

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

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

COO Foutz provided an update on the RFP for Firms to assist in the Presidential Search. Mr. Matteson asked if there had been any inquiries regarding the RFP. COO Foutz stated there had not but he expected most would arrive at the last moment.

President Swarthout provided some questions for the Board to consider on the make-up of the search committee and the Board provided some further direction.

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

#### **7.A. Request to Approve Faculty Emeritus Status - Janice Cortina and Dana Jolly**

*Mr. Matteson made a motion to approve Faculty Emeritus Status for Janice Cortina and Dana Jolly. Mr. Leslie seconded. The vote was unanimous in the affirmative.*

#### **7.B. Presentation of Meritorious and Emeritus Awards**

President Swarthout noted that the three awardees were unable to attend today's meeting.





### **7.C. Review of Higher Learning Commission (HLC) Financial Ratios**

CBO Ellison reviewed the HLC Financial Ratios with the Board.

### **7.D. Accept Strategic Planning Annual Report**

Vice President Vest addressed the Board and reviewed the Strategic Planning Annual Report.

Mr. Matteson asked if the Institutional Effectiveness Consultant had begun work. President Swarthout stated that she had started on May 1. Mr. Matteson asked if the Data Analyst position was filled. Associate Dean Campbell reported the position had to be reopened due to a weak applicant pool and reviews were starting on new applications submitted.

Mr. Matteson asked how the Transportation Committee was fairing. Vice President Vest reported that SPASC had received the requested White Paper from the committee as well as from the Childcare Committee but had not had a chance to review the Childcare paper yet. Mr. Matteson asked what the recommendation from the Transportation Committee was. Vice President Vest noted that the committee was asked to provide a number of options and had reported that there was a relatively small portion of students that had a significant issue with transportation. One option provided was re-designating scholarship money to assist these students. President Swarthout also noted that the City of Winslow had received a grant to assess transportation needs in the Winslow area and, although they are primarily looking at a connection with Flagstaff, the college should be looking to connect with them on a potential partnership.

*Mr. Matteson made a motion to accept the Strategic Planning Annual Report as presented. Mr. Leslie seconded. **The vote was unanimous in the affirmative.***

### **7.E. AADGB**

Chair Lucero stated he attended his first meeting of the Arizona Association of District Governing Boards (AADGB) and one topic discussed was starting a grass roots movement to increase funding for all Community Colleges.

President Swarthout noted that there would be a number of colleges that might struggle to pay for this type of effort and noted it does not look good coming from Community Colleges rather than from a public forum.

### **7.F. Request to Approve the Purchase of Router Equipment**

CIO Way addressed the Board and reviewed the request to approve the purchase of Router Equipment noting that it is a budgeted item and staff recommends approval.

*Mr. Matteson made a motion to accept the Purchase of Router Equipment as presented. Mr. Leslie seconded. **The vote was unanimous in the affirmative.***





**7.G. Request to Approve the Renewal of Jenzabar Contract**

CIO Way addressed the Board and reviewed the request to approve the renewal of the Jenzabar Contract for the 2017-18 fiscal year, noting that staff recommends approval.

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

**7.H. Request to Approve Purchase of Network Security Equipment**

CIO Way addressed the Board and reviewed the request to approve the purchase of Network Security Equipment noting that this request was made using funds that they had saved from reducing costs, through negotiations, on other purchases throughout the year.

*Mr. Matteson made a motion to approve the purchase of Network Security Equipment as presented. Mr. Leslie seconded. The vote was unanimous in the affirmative.*

**Agenda Item 8: Standing Business**

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

Vice President Vest addressed the Board and provided a report on current SPASC activities.

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

President Swarthout reported the June Arizona Community College Coordinating Council (AC4) meeting would take place in Winslow. The Arizona Women in Higher Education conference would take place in Flagstaff on June 1<sup>st</sup> and 2<sup>nd</sup> and President Swarthout would attend the AWHE Executive Board meeting on the evening prior to the start of the conference. Along with COO Foutz, President Swarthout will meet with lobbyists to discuss potential legislative approaches to the Property Tax losses the college will face.

**8.C. Agenda Items/Informational Needs**

Mr. Leslie asked for updated information on the Skills Center User Fee. President Swarthout commented that the Board did remove it from next year's fee schedule and additional information will be provided.

**Agenda Item 9: Board Report/Summary of Current Event**

President Swarthout thanked the Board members who attended Commencement. Mr. Matteson commented that Commencement was an excellent event and commended all who helped make it a special day, especially Colleen Readel.

**Agenda Item 10: Announcement of Next Regular Meeting:** Regular District Governing Board meeting on Tuesday, June 20, 2017.



**Agenda Item 11: Adjournment**

*The meeting was adjourned at 11:19 a.m. upon a motion by Mr. Matteson, a second by Mr. Leslie, and a unanimous affirmative vote.*

Respectfully submitted,



Paul Hempsey  
Recording Secretary to the Board

DRAFT



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
HOLBROOK UNIFIED SCHOOL DISTRICT NO. 3**

This Intergovernmental Agreement (“Agreement”) is entered into this 9th day of May, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Holbrook Unified School District No. 3 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

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

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

**3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:
  - i. After the governing boards of School District and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it [Effective Date].
- B. The term of this Agreement shall be from the Effective Date through June 30, 2018 (“Term”).

**4. OBLIGATIONS OF COLLEGE**

**4.1 General Course Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

## **4.2 Instructors and Instruction**

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

## **4.3 Assessment and Monitoring**

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

## **4.4 Policy and Procedure**

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

## **4.5 Students with Disabilities**

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

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

#### **4.6 Reporting**

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

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

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

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

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

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

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

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

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



## **5.2 Instructors and Instruction**

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

## **5.3 Assessment and Monitoring**

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

## **5.4 Policy and Procedure**

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
  - 1. has completed the necessary registration forms;
  - 2. has completed College assessment examinations, if required by College;
  - 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
  - 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
  - 5. is aware of the requirements for determination of in-state tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.
- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.



## **5.5 Students with Disabilities**

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

## **5.6 Reporting**

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

## **5.7 Facilities and Funding**

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

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

# **6. MUTUAL AGREEMENTS**

## **6.1 Instructor**

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

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

## **6.2 Student**

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

## **6.3 Removal from Course**

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

## **6.4 Schedule and Number of Students**

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

## **6.5 Availability of Instructors**

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

## **6.6 Guidelines**

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

## **6.7 Rigor of Courses**

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

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

### **7.1 Fees**

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

### **7.2 Supplies**

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

### **7.3 Tuition**

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

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

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

### **7.4 Billing Format**

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

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 Risk to Health or Safety**

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

### **10.3 No Relief from Obligations**

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

### **10.4 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

## **11.2 Indemnification**

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

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

## **13. NON-ASSIGNABILITY**

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

## **14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

## **15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

## **16. ENTIRE AGREEMENT**

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

## **17. INVALIDITY OF PART OF THE AGREEMENT**

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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

If to College:

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

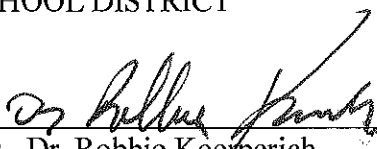
If to School District:

Dr. Robbie Koerperich, Superintendent  
Holbrook Unified School District No. 3  
P O Box 640  
Holbrook, AZ 86025

COLLEGE

SCHOOL DISTRICT

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

  
By: Dr. Robbie Koerperich,  
Title: Superintendent

Date

Date

5.9.17



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 Swarhout, President  
Northland Pioneer College  
P.O. Box 610  
Holbrook, Arizona 86025

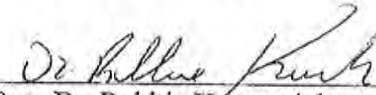
If to School District:

Dr. Robbie Koerperich, Superintendent  
Holbrook Unified School District No. 3  
P O Box 640  
Holbrook, AZ 86025

COLLEGE

SCHOOL DISTRICT

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

  
By: Dr. Robbie Koerperich,  
Title: Superintendent


Date

5-10-17  
Date

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

By:   
Legal Counsel for College

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

By:   
Legal Counsel for School District

**EXHIBIT A  
FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

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

**2. PAYMENTS TO THE SCHOOL DISTRICT**

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

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

**TUITION:**

College tuition is Seventy-two dollars (\$72) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

**ADDITIONAL FEES AND/OR COSTS:**

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

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

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

*Check the appropriate line:*

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

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

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

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

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



**5. FINANCIAL AID**

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

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

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

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

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

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

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

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

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

Amount College received in FTSE in prior academic year:

(Specify dollar amount)

\$1,582,100  
\_\_\_\_\_

Portion of that FTSE distributed to School District:

(Specify percentage or dollar amount)

Less than 1%  
\_\_\_\_\_

Amount School District returned to College:

-0-  
\_\_\_\_\_

## EXHIBIT B

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

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

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

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

#### -FALL DE CLASSES-

COURSE	TITLE			INSTRUCTOR	CREDITS
ENL101 61990	COLLEGE COMPOSITION	19	-MTWRF-	9:00a- 9:55a CAFFEY, FAI	3
MAT221 62472	CALCULUS I	10	-MTWRF-	8:00a-10:00a STRONG, JEF	4
WLD100 62734	SAFETY AND MATH	11	-MTWRF-	2:35p- 3:30p LARSEN, DAL	2
WLD100 62736	SAFETY AND MATH	10	-MTWRF-	1:35p- 2:30p LARSEN, DAL	2
DRF120 61220	TECHNICAL DRAFTING	7	-MTWRF-	2:35p- 3:30p MENDELL, JA	3
DRF150 61231	AUTOCAD I	1	-MTWRF-	2:35p- 3:30p MENDELL, JA	3
DRF120 61223	TECHNICAL DRAFTING	6	-MTWRF-	9:00a- 9:55a MENDELL, JA	3
DRF220 61236	TECHNICAL DRAFTING	4	-MTWRF-	9:00a- 9:55a MENDELL, JA	3
DRF120 61219	TECHNICAL DRAFTING	5	-MTWRF-	10:00a-10:55a MENDELL, JA	3
DRF220 61238	TECHNICAL DRAFTING	5	-MTWRF-	10:00a-10:55a MENDELL, JA	3
ECD100 61249	HEALTHY ENVIRONMENT	10	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD101 61274	CHILDS TOTAL LEARN	9	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD102 61297	SAFE ENVIRONMENT	10	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD105 61333	ENCOURAGE SELF-DISC	9	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD113 61409	COMMUNIC-LANGUAGE S	9	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD120 61485	POSITIVE SELF-CONCE	1	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD126 61558	LARGE MUSCLE DEVELO	1	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD127 61574	SMALL MUSCLE DEVELO	1	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD147 61637	PRENATAL AND INFANT	10	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD148 61648	TODDLER DEVELOPMENT	2	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD149 61661	DEVEL OF PRESCHOOL	2	-MTWRF-	10:00a-10:55a CARLSON, CH	1
ECD150 61675	MIDDLE CHILDHOOD YE	2	-MTWRF-	10:00a-10:55a CARLSON, CH	1
CON102 64311	INTRO TO CONSTRUCTI	12	-MTWRF-	2:35a- 3:30p TUBBS, ADRI	3
CON111 64312	PLAN READING AND EM	14	-MTWRF-	2:35p- 3:30p TUBBS, ADRI	3
PHY113	GENERAL PHYSICS I			DANIELS, J	4

#### -SPRING DE CLASSES-

COURSE	TITLE			INSTRUCTOR	CREDITS
DRF150 03 74137	AUTOCAD I	6 9250	-MTWRF-	12:35p- 1:30p MENDELL, JA	3.00 01/04/
DRF220 14 74136	TECHNICAL DRAFTING I	1 9303	-MTWRF-	9:00a- 9:55a MENDELL, JA	3.00 01/04/
DRF250 14 71347	AUTOCAD II	2 9303	-MTWRF-	9:00a- 9:55a MENDELL, JA	3.00 01/04/
DRF251 07 71350	AUTOCAD 3D	1 9310	-MTWRF-	10:00a-10:55a MENDELL, JA	3.00 01/04/
ENL102 03 72103	COLLEGE COMPOSITION	17 0	-MTWRF-	9:00a- 9:55a CAFFEY, FAI	3.00 01/04/
MAT231 03 72622	CALCULUS II	9 0	-MTWRF-	7:55a- 9:55a STRONG, JEF	4.00 01/04/
LAN171 70 72469	NAVAJO I	28 0	-MTWRF-	1:35p- 2:30p JACKSON, SY	4.00 08/03/

COURSE	TITLE				INSTRUCTOR	CREDITS
LAN172	74 72473 NAVAJO II	5	9146	-MTWRF-	7:55a- 8:55a JACKSON, SY	4.00 08/03/
CON100	73 70977 CONSTRUCTION MATH AN	1	9155	-MTWRF-	12:35p- 1:30p TUBBS, ADRI	3.00 01/04/
CON102	73 74288 INTRO TO CONSTRUCTIO	1	9155	-MTWRF-	12:35p- 1:30p TUBBS, ADRI	3.00 01/04/
CON110	73 70990 PLAN READ SITE LAYOU	0	9155	-MTWRF-	12:35p- 1:30p TUBBS, ADRI	3.00 01/04/
CON121	77 71003 CABINETMAKING I	8	9155	-MTWRF-	12:35p- 1:30p TUBBS, ADRI	3.00 01/04/
ECD103	74 71418 PLANNED ARRNGMNT-SCH	3	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD108	74 71457 TECH OBSERVING CHILD	9	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD110	74 74176 RELATNSHP WITH PAREN	1	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD112	74 74177 ENHANC FAMILY INVOLV	1	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD114	74 71515 BEG MATHEMATICAL CON	3	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD115	74 71535 NUTRITION EARLY CHIL	9	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD116	74 71551 SCIENCING AND DISCOV	3	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD123	74 71623 MUSIC AND CREATIVE M	9	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD124	74 71641 DRAMATIC PLAY	0	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD125	74 71663 CREATIVE MEDIA	0	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD136	74 71717 UNDRSTAND HOW CHILD	0	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
ECD175	74 74178 PROFESSIONALISM	1	9378	-MTWRF-	9:00a- 9:55a CARLSON, CH	1.00 01/04/
WLD100	01 72884 SAFETY AND MATH	0	9392	-MTWRF-	1:35p- 2:30p LARSEN, DAL	2.00 01/04/
WLD151	01 72911 CUTTING PROCESS AND	9	9392	-MTWRF-	1:35p- 2:30p LARSEN, DAL	3.00 01/04/
WLD171	01 74285 WELDING CUTTING PROC	0	9392	-MTWRF-	1:35p- 2:30p LARSEN, DAL	2.00 01/04/
PHY114	GENERAL PHYSICS II				DANIELS, J	4.0

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2**

This Intergovernmental Agreement (“Agreement”) is entered into this 9<sup>th</sup> day of May, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Joseph City Unified School District No. 2 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

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

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

**3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:
  - i. After the governing boards of School District and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it [Effective Date].
- B. The term of this Agreement shall be from the Effective Date through June 30, 2018 (“Term”).

**4. OBLIGATIONS OF COLLEGE**

**4.1 General Course Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.2 Instructors and Instruction**

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

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

#### **4.3 Assessment and Monitoring**

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

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

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

#### **4.4 Policy and Procedure**

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

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

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

#### **4.5 Students with Disabilities**

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



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

#### **4.6 Reporting**

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

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

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

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

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

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

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

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

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

#### **5.2 Instructors and Instruction**



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

### **5.3 Assessment and Monitoring**

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

### **5.4 Policy and Procedure**

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
1. has completed the necessary registration forms;
  2. has completed College assessment examinations, if required by College;
  3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
  4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
  5. is aware of the requirements for determination of in-state tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.
- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

### **5.5 Students with Disabilities**

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

## **5.6 Reporting**

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

## **5.7 Facilities and Funding**

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

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

# **6. MUTUAL AGREEMENTS**

## **6.1 Instructor**

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

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

## **6.2 Student**

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

### **6.3 Removal from Course**

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

### **6.4 Schedule and Number of Students**

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

### **6.5 Availability of Instructors**

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

### **6.6 Guidelines**

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

## **6.7 Rigor of Courses**

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

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

### **7.1 Fees**

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

### **7.2 Supplies**

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

### **7.3 Tuition**

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

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

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

### **7.4 Billing Format**

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

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 Risk to Health or Safety**

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

### **10.3 No Relief from Obligations**

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

### **10.4 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

### **11.2 Indemnification**

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

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

## **13. NON-ASSIGNABILITY**

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

## **14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

## **15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

## **16. ENTIRE AGREEMENT**

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

## **17. INVALIDITY OF PART OF THE AGREEMENT**

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

## **18. GOVERNING LAW**

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

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

## **19. NOTICE**

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



If to College:

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

If to School District:

Bryan Fields, Superintendent  
Joseph City Unified School District No. 2  
P.O. Box 8  
Joseph City, Arizona 86032

COLLEGE

SCHOOL DISTRICT

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

Bryan Fields  
By: Bryan Fields  
Title: Superintendent

Date

May 9, 2017  
Date

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

By: Bruce Mark  
Legal Counsel for College

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

By: [Signature]  
Legal Counsel for School District



**EXHIBIT A  
FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

Each party shall provide and pay for instructors as follows: \_\_\_\_\_

**2. PAYMENTS TO THE SCHOOL DISTRICT**

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

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

**TUITION:**

College tuition is Seventy-two Dollars (\$72) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

**ADDITIONAL FEES AND/OR COSTS:**

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

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	<i>For each fee or cost, check the appropriate line to indicate whether the School District or student is responsible for payment to the College of the fee or cost. .</i>	
1. Media Fee	District _____	Student <u>  X  </u>
2. Course Fees (schedule attached)	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 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: <i>(specify administrator and address)</i>	Invoices to be sent to the School District: <i>(specify administrator and address)</i>
<u>Not applicable</u>	_____
_____	_____
_____	_____
_____	_____

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

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*  
\$1,582,100

Portion of that FTSE distributed to School District:

*(Specify percentage or dollar amount)*  
Less than 1%

Amount School District returned to College:

-0-

**EXHIBIT B**

**TYPE OF INSTRUCTION  
DUAL ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

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

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

**-FALL DE CLASSES-**

COURSE	TITLE	SEMESTER	INSTRUCTOR	CREDITS
ENL101	COLLEGE COMPOSITION I	FALL	BOWLER	3.0

**-SPRING DE CLASSES-**

ENL102	COLLEGE COMPOSITION II	SPRING	BOWLER	3.0
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- **It is anticipated that Joseph City will add Welding as a dual-enrollment course depending on the finalization of the certification of our new teacher.**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
CHINLE UNIFIED SCHOOL DISTRICT NO. 24**

This Intergovernmental Agreement (“Agreement”) is entered into this 10<sup>th</sup> day of May, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Chinle Unified School District No. 24 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

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

1

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

**3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:
  - i. After the governing boards of School District and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it [Effective Date].
- B. The term of this Agreement shall be from the Effective Date through June 30, 2018 (“Term”).

**4. OBLIGATIONS OF COLLEGE**

**4.1 General Course Requirements**

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph E in this Section 4.1 who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

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

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

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

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

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

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

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

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

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

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

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

#### **4.2 Instructors and Instruction**

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

#### **4.3 Assessment and Monitoring**

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

#### **4.4 Policy and Procedure**

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

#### **4.5 Students with Disabilities**

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

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

#### **4.6 Reporting**

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

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

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

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

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

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

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

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

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

#### **5.2 Instructors and Instruction**



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

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

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

### **5.3 Assessment and Monitoring**

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

### **5.4 Policy and Procedure**

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

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

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

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

### **5.5 Students with Disabilities**

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

#### **5.6 Reporting**

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

#### **5.7 Facilities and Funding**

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

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

### **6. MUTUAL AGREEMENTS**

#### **6.1 Instructor**

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

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

#### **6.2 Student**

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

### **6.3 Removal from Course**

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

### **6.4 Schedule and Number of Students**

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

### **6.5 Availability of Instructors**

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

### **6.6 Guidelines**

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

## **6.7 Rigor of Courses**

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

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

### **7.1 Fees**

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

### **7.2 Supplies**

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

### **7.3 Tuition**

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

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

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

### **7.4 Billing Format**

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

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 Risk to Health or Safety**

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

### **10.3 No Relief from Obligations**

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

### **10.4 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

### **11.2 Indemnification**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. NON-ASSIGNABILITY**

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

**14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

**15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

**16. ENTIRE AGREEMENT**

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

**17. INVALIDITY OF PART OF THE AGREEMENT**

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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

If to College:

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

If to School District:

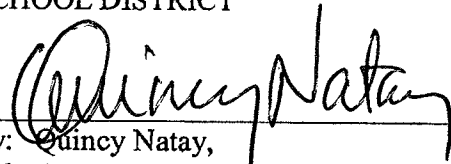
Quincy Natay, Superintendent  
Chinle Unified School District No. 24  
P O Box 587  
Chinle, AZ 86503

COLLEGE

SCHOOL DISTRICT

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

By: Quincy Natay,  
Title: Superintendent



8/10/17

Date

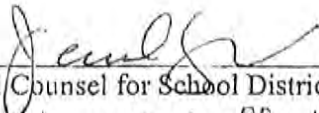
Date



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

By:   
Legal Counsel for College

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

By:   
Legal Counsel for School District  
*James D Griffith, Associate Attorney  
Mangum, Work, Stroops & Warden, PLLC*

**EXHIBIT A  
FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

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

**2. PAYMENTS TO THE SCHOOL DISTRICT**

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

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

College tuition is Seventy-two Dollars (\$72) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

**ADDITIONAL FEES AND/OR COSTS:**

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

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

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

*Check the appropriate line:*

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

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

**5. FINANCIAL AID**

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

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

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

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

Invoices to be sent to the College:

*(specify administrator and address)*

Not applicable

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Invoices to be sent to the School District:

*(specify administrator and address)*

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

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*

\$1,582,100

Portion of that FTSE distributed to School District:

*(Specify percentage or dollar amount)*

Less than 1%

Amount School District returned to College:

-0-

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## EXHIBIT B

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

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

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

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

#### -FALL DE CLASSES-

COURSE	TITLE				INSTRUCTOR	CREDITS
HES170 62210	MEDICAL TERM CLINCL	19	-MTWR--	1:00p- 3:20p	REYNOLDS, K	3
WLD100 62735	SAFETY AND MATH	16	-MTWRF-	8:30a- 9:30a	WAGNER, WOO	2
WLD172 63783	SMAW ARC	16	-MTWRF-	9:35a-10:35a	WAGNER, WOO	3

#### -SPRING DE CLASSES-

COURSE	TITLE				INSTRUCTOR	CREDITS
O BUS100 74 70277	INTRODUCTION TO BUSI	17 0	-MTWRF-	10:40a-11:40a	YAZZIE, LOR	3.00 08/02,
O WLD170 71 74354	METAL PREP QUALITY A	14 9319	-MTWRF-	1:30p- 2:30p	WAGNER, WOO	2.00 01/31,
O WLD171 71 74355	WELDING CUTTING PROC	14 9319	-MTWRF-	1:30p- 2:30p	WAGNER, WOO	2.00 01/17,

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

This Intergovernmental Agreement (“Agreement”) is entered into this   1   day of   MAY  , 2017, between Navajo County Community College District, dba Northland Pioneer College (“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**

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

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

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

**3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:
  - i. After the governing boards of School District and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it [Effective Date].
- B. The term of this Agreement shall be from the Effective Date through June 30, 2018 (“Term”).

**4. OBLIGATIONS OF COLLEGE**

**4.1 General Course Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.2 Instructors and Instruction**

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



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

#### **4.3 Assessment and Monitoring**

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

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

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

#### **4.4 Policy and Procedure**

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

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

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

#### **4.5 Students with Disabilities**

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

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

## **4.6 Reporting**

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

## **5. OBLIGATIONS OF SCHOOL DISTRICT**

### **5.1 General Course Requirements**

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

### **5.2 Instructors and Instruction**

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

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

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

### **5.3 Assessment and Monitoring**

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

### **5.4 Policy and Procedure**

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

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

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

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

### **5.5 Students with Disabilities**

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

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

## **5.6 Reporting**

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

## **5.7 Facilities and Funding**

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

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

# **6. MUTUAL AGREEMENTS**

## **6.1 Instructor**

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

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

## **6.2 Student**

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

### **6.3 Removal from Course**

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

### **6.4 Schedule and Number of Students**

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

### **6.5 Availability of Instructors**

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

### **6.6 Guidelines**

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

### **6.7 Rigor of Courses**

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

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

### **7.1 Fees**

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

### **7.2 Supplies**

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

### **7.3 Tuition**

- A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an un-emancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out of state tuition rates.

### **7.4 Billing Format**

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

## **8. RECORDS**

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

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 Risk to Health or Safety**

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that



Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five working days of such meeting. If reconciliation is not achieved within the five day period, this Agreement will automatically terminate.

### **10.3 No Relief from Obligations**

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

### **10.4 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

### **11.2 Indemnification**

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

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

## **13. NON-ASSIGNABILITY**

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



**14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

**15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

**16. ENTIRE AGREEMENT**

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

**17. INVALIDITY OF PART OF THE AGREEMENT**

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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

If to College:

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

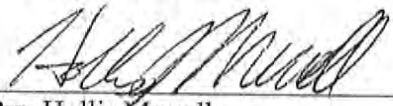
If to School District:

Superintendent Hollis Merrell  
Snowflake Unified School District No. 5  
682 School Bus Lane  
Snowflake, Arizona 85937

COLLEGE

SCHOOL DISTRICT

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

  
By: Hollis Merrell  
Title: Superintendent

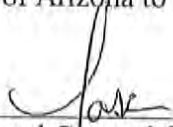
Date

5-1-17  
Date

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

By:   
Legal Counsel for College

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

By:   
Legal Counsel for School District

**EXHIBIT A  
FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

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

**2. PAYMENTS TO THE SCHOOL DISTRICT**

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

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

**TUITION:**

College tuition is Seventy-two Dollars (\$72) per credit hour for each in-state student and Three hundred twenty-five Dollars (\$325) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status.

**ADDITIONAL FEES AND/OR COSTS:**

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

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

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

*Check the appropriate line:*

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

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

**5. FINANCIAL AID**

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

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

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

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

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

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

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

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

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

Amount College received in FTSE in prior academic year:

*(Specify dollar amount)*

\$1,582,100  
\_\_\_\_\_

Portion of that FTSE distributed to School District:

*(Specify percentage or dollar amount)*

Less than 1%  
\_\_\_\_\_

Amount School District returned to College:

-0-  
\_\_\_\_\_

**EXHIBIT B**

**TYPE OF INSTRUCTION  
DUAL ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

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

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

**-FALL DE CLASSES-**

COURSE	TITLE	INSTRUCTOR	CREDITS
ART105 60151	BEGINNING DRAWING I 7	-MTWR-- 12:40p- 1:35p STUART, GLE	3
ENL101 61978	COLLEGE COMPOSITION 30	-MTWR-- 9:00a- 9:55a RUFFELL, NA	3
FDV130 64317	VIDEO PRODUCTION 15	-MTWR-- 1:40p- 2:35p WESTOVER, H	3
FDV222 62100	DIGITAL VIDEO PRE-P 11	-MTWR-- 10:00a-10:55a WESTOVER, H	2
MAT152 62446	ADVANCED ALGEBRA 21	-MTWR-- 10:00a-10:55a GODFREY, DO	3

**-SPRING DE CLASSES-**

COURSE	TITLE	INSTRUCTOR	CREDITS
ENL102 17 72117	COLLEGE COMPOSITION 29 0	-MTWR-- 9:00a- 9:54a RUFFELL, NA	3.00 01/09/
FDV140 70 74022	VIDEO EDITING 15 0	-MTWR-- 1:40p- 2:34p WESTOVER, H	3.00 01/09/
MAT152 73 74023	ADVANCED ALGEBRA 29 0	-MTWR-- 12:40p- 1:34p GODFREY, DO	3.00 08/10/
MAT189 23 72589	PRECALCULUS ALGEBRA- 22 0	-MTWR-- 11:35a-12:35p GODFREY, DO	3.00 01/09/
MAT221 75 74024	CALCULUS I 17 0	-MTWR-- 1:40p- 2:34p GODFREY, DO	4.00 08/10/
FDV232 40 72195	DIGITAL VIDEO PRODUC 7 9027	-MTWR-- 10:00a-10:54a WESTOVER, H	2.00 01/09/
FDV242 40 72199	DIGITAL VIDEO POST-P 7 9027	-MTWR-- 10:00a-10:54a WESTOVER, H	2.00 01/09/

## **Policy 1105 College Service Sites**

Northland Pioneer College provides services throughout a large, but sparsely populated community college district. It does so with a decentralized network linking instructional services, student services, and administrative services to campuses and additional locations.

A campus must meet the following criteria:

1. It is designated a campus by the District Governing Board.
2. It provides full-service instructional programming that culminates in the awarding of degrees/certificates, consistent with the comprehensive college mission.
3. It provides access to a full complement of student support services.
4. It has a leased or owned physical plant that is staffed on a full-time basis, according to the calendar of the college district.
5. It must maintain an enrollment sufficient to warrant its continued operations and expenditures.

An additional location must meet the following criteria:

1. It is designated an additional location by the District Governing Board.
2. It provides limited instructional programming that will usually not permit the awarding of degrees/certificates, and may not reflect the entire scope of the comprehensive college mission.
3. It provides access to a full complement of student support services, albeit on a limited basis.
4. It has a leased or owned physical plant that may be staffed on a full-time or part-time basis, and the hours of operation may be less than those specified in the calendar of the college district.
5. It must maintain an enrollment sufficient to warrant its continued operation and expenditures.
6. An additional location may still be referred to as a "Center" in college documents as that term is locally recognized.

(Rev 06-20-17)

### **1.15.1 Authority**

Pursuant to ARS §15-1406B, a community college district may establish procedures and amounts for travel for a district purpose by a board member, member-elect, officer or employee. Such procedures and amounts may authorize reimbursement for lodging, subsistence, and travel expenses. The statewide travel policy as issued by the Arizona Department of Administration, is adopted by the college Governing Board as the principal authority for travel by board members, members-elect, officers and employees. In addition, the college travel regulation has been designed to qualify as an accountable plan under regulations established by the Internal Revenue Service (IRS).

### **1.15.2 Definitions**

#### **1. Approved Travel Status**

- A. For a College/District traveler to be in approved travel status, the person must be conducting official College/District business with authorization as stated in section [1.15.3 Approval Authority](#).
- B. If expenses are to be incurred and/or paid, a travel authorization document must be completed and approved prior to travel. A conference brochure (or equivalent detailed document) should accompany conference-related travel requests. When travel expenses are not incurred or are paid for by another agency or individual, colleges may still require that a travel authorization document be completed. For in-county travel required for routine District business purposes, a travel authorization document is not required.

#### **2. Conference**

Any event, including meetings, classes, educational workshops, etc., where the traveler is acting in an authorized/approved capacity for college.

#### **3. Conference Designated Lodging**

The hotel where the conference is being held or the hotel(s) specified in the conference brochure (or equivalent detailed documents). (See [1.15.8 Lodging](#) for additional information).

#### **4. Governing Authority**

The individual or individuals authorized to approve travel. (See [1.15.3 Approval Authority](#))

#### **5. Ground Transportation**

Tolls, taxi, shuttle bus, limousine, subway, light rail, streetcar, trains, etc., use to and from airports, hotels, conference sites, train stations, or bus terminals as needed in order to conduct business is classified as ground transportation.



**6. Incidental Expenses**

Expenses including, but not limited to, gratuities, laundry, baggage handling tips, and other tips. Incidental expenses are covered by per diem and are not eligible for separate reimbursement.

**7. In-County Trips**

Travel within Navajo County and between college locations on official business.

**8. In-State Travel**

Travel on official business outside Navajo County but within the state of Arizona.

**9. Meals and Incidental Expenses (M&IE)**

The cost to supplement sustenance as well as any incidental expenses while in approved travel status.

**10. Official Function**

An activity or item that:

- A. Does not appear to be, without explanation, an ordinary and necessary function of college as a public educational institution; and
- B. Provides a tangible benefit and links directly to college's educational mission; and
- C. Is reasonable and commensurate in value to the tangible benefit that college will receive.

**11. Out-of-State Travel**

Travel outside of Arizona, but still within the parameters of the United States, including U.S. possessions or territories.

**12. Per Diem Rate**

The daily amount (or partial day, if applicable, see [1.15.7](#)) used to reimburse meals and incidental expenses as established by the state of Arizona. Note: the amount allowed for meals is not intended to cover the entire cost of a meal taken while in travel status. The amount is calculated to compensate the traveler for the estimated difference between the cost of a meal taken on the road and cost of a meal prepared at home.

**13. Traveler**

Every District Governing Board member who is in approved travel status.

**14. Valid Receipt**

Any proof of payment from an authoritative source (including scanned or Online receipts) that includes sufficient detail to identify the services and/or items purchased. For airfare, car rentals, hotels, and registration fees, the receipt should be in the traveler's name. Exceptions, such as for expenses shared by two or more board members, may be approved by the Business Office.

**1.15.3 Approval Authority**

*All travel for DGB members exceeding \$500 must be approved by the DGB prior to travel. Travel for less than \$500 shall be approved by the college president or his/her designee. All procurement practices must be followed, and an approved travel authorization document (approved by the Business Office) made out to the traveler must be completed prior to the travel. No District obligation exists to reimburse for travel costs unless traveler is in an approved travel status prior to trip departure.*

**Funding Sources with Restrictive Guidelines:** For travel situations that have more restrictive standards, such as external grants, professional growth, etc., the provisions of the more restrictive funding source shall be followed.

**Official Functions:** Expenses incurred by a traveler for activities or events must be an official function.

### **1.15.5 Limitations**

**Most Direct Route.** Reimbursement is limited to expense of travel by the most direct and usually-traveled route, by the most economical means of transport. When determining the most economical means, both cost and traveler's time must be considered. That portion of travel that is by indirect route, which is not in the best interest of the College/District, or is for personal business, will not be reimbursed.

**Submitting Travel Claim.** Travel reimbursement requests must be submitted to the Business Office within 30 calendar days after the end of each calendar month or by June 30th of the current fiscal year, whichever comes first. If a trip concludes during the last half of June, special efforts must be taken to submit reimbursement requests by June 30th of the fiscal year for which the travel occurred. All reimbursement requests made after this time-frame require approval by the College President or designee and from the funding entity if professional development funds are used.

**Cost Overruns.** Because estimates are used to develop trip budgets, traveler's will be allowed a 10% tolerance level for over expenditures. No further approval by the governing authority is required. When the total expense of the trip exceeds 110% of the estimated total cost, reimbursement of the additional expense will be at the discretion of the governing authority that approved the travel authorization document.

**Funding Sources with Restrictive Guidelines.** For travel situations that have more restrictive standards, such as external grants, professional growth, etc. the provisions of the more restrictive funding source shall be followed.

**Mileage.** Mileage reimbursement requests must be submitted to the Business Office within 30 calendar days after the end of each calendar month or by June 30th of the current fiscal year, whichever comes first.

**In-County Travel.** A travel authorization document is not required for in-county conferences when the only costs being incurred are registration and/or mileage as long as a purchase order requisition or credit card expense is in place for the registration fees, whether paid directly or as a reimbursement to the board member. Meals and incidental expenses are not reimbursed for local travel.

### **1.15.6 Transportation**

Allowable expenses are for airfare, personally owned vehicle mileage, bridge and road tolls, necessary taxi, shuttle, light-rail, subway, train/railroad, bus, ferry or streetcar fares, vehicle rental, and necessary parking fees.

Reimbursement will be made only for the method of transportation that is in the best interest of the College/District considering the travel expense as well as the traveler's time. When more than one traveler uses the same privately owned vehicle, only one claim for mileage reimbursement will be allowed and other travelers should be identified. Reimbursement rates are set by the Arizona Department of Administration and are incorporated by reference.

#### **Rented Motor Vehicles**

1. Rented vehicles may be authorized when more economical means of travel are not available. Use of rented automobiles shall be limited to instances where it is to the advantage of the College/District and not for the personal convenience of the traveler. The governing authority is responsible for determining the type of vehicle rented as well as whether or not the advantages of using a rented vehicle outweigh the costs of other modes of transportation. Reimbursement of motor vehicle rentals must be substantiated by a valid receipt.
2. Travelers using rented vehicles will not be allowed to claim mileage. Reasonable gasoline purchases will be reimbursable if receipts are provided.

#### **Airlines**

1. Airfare may be purchased via a purchase order with an approved travel agency, with a valid procurement card, or as a reimbursement after travel has taken place. Caution: to reduce the liability to the traveler, every effort should be made to use a credit card or purchase order to an approved travel agency. Reimbursement for commercial airfare may exceed the lowest fare only if seats are unavailable at the lowest fare and travel is imperative. In all cases, the decision to pay a higher fare must take into consideration the best interest of the College/District. Receipts are required for baggage fees. Reimbursements are limited to one bag except for reasonable allowances.
2. Flight insurance purchased by the traveler is not reimbursable.

3. If a trip is canceled, every effort must be made to recover the credit. The following situations describe the factors to consider when reimbursing for cancellations:
  - A. When the cancellation of the trip was within the traveler’s control and:
    - i. No credit is issued – the traveler must reimburse the District/College for the cost of the ticket.
    - ii. A credit is issued – the credit must be used for college business travel or the traveler must reimburse the District/College.
  - B. When the cancellation of the trip was outside of the traveler’s control and:
    - i. No credit is issued – the District/College will cover the cost of the ticket.
    - ii. A credit is issued – the credit must be used for college business travel or the traveler can “buy” the credit from the District/College for personal use. If the credit can’t be used, the District will absorb the cost of the ticket.

**4. Change fees**

The purpose of the change fee must be clearly documented in order to be reimbursed.

- A. Change fees can be reimbursed if the change was due to a circumstance or event outside the control of the traveler.
- B. Change fees will be reimbursed if the change enabled the traveler to decrease the cost of the trip by returning earlier than originally planned.

**Railroads and Buses**

Railroad or bus travel may be used when convenient or economical and if excessive travel time and additional expenses do not result.

**Ground Transportation**

1. Tolls, taxi, parking, shuttle, limousine, light-rail, subway, train, streetcar and non-airport parking are classified as ground transportation and can be claimed without receipts up to \$25.00 per expense claim form. The most economical means of transportation shall be used in traveling to and from airports, train stations or bus terminals. Ground transportation for personal activities, such as sightseeing or travel to restaurants, is not reimbursable.
  - A. Receipts required. Claims exceeding \$25.00 require receipts for all amounts claimed. The purpose for the ground transportation claimed must be identified. In the event that receipts are not available (i.e., subways, buses, light rail), the traveler may submit a ground transportation log in lieu of receipts.

2. When traveling to and from airports, train stations or bus terminals, the most economical and reasonable means of transportation shall be used. To determine the most economical means of ground transportation, all factors such as car rental costs, parking, taxi fares, and/or available shuttle or limousine services must be considered. When departing Arizona, storage or parking for personally-owned vehicles at airports, train stations or bus terminals is allowed at economy lot rates. If a traveler is dropped off at the airport, no parking is reimbursable. When the traveler is picked up at the airport, up to one hour of parking may be reimbursed. Tips for transportation and baggage handling, as well as storage charges are to be paid from the traveler's M&IE allowance.

### **1.15.7 Lodging, Meals, and Incidental Expenses (M&IE)**

Lodging, meals, and incidental expenses shall be reimbursed according to [Procedure 2370](#).

### **1.15.11 Miscellaneous Travel Issues**

**Consultants.** Travel for individuals not specifically covered by this Administrative Regulation, including consultants and other non-employees, should be included in the negotiated contracted for services.

**Out-of-State Use of Equipment.** Any out-of-state use of College/District owned equipment, including vehicles, must be specifically approved by the governing authority (as defined in 1.15.3).

**Non-Reimbursable/Non-Allowable Expenses.** The following expenses are NOT reimbursable under any circumstances:

- A. Alcohol
- B. Airline or social club membership dues
- C. Babysitting or childcare costs
- D. Personal car repairs/routine maintenance or locksmith charges
- E. Clothing, luggage, briefcases
- F. Credit card delinquency fees/finance charges/annual fees
- G. Expenses for travel companions/family
- H. Trip cancellation insurance
- I. Frequent flier miles
- J. Preferred seating
- K. Priority check in
- L. Fast pass for TSA
- M. Health club facilities, saunas, massages
- N. Helicopter services for airport transfers

- O. Kennel fees and pet care for pets while on travel status
- P. Loss/theft of cash
- Q. Loss/theft of personal property (lost baggage, etc.)
- R. Magazines, books, newspapers, or movies
- S. Optional travel or baggage insurance
- T. Parking or traffic fines
- U. Personal accident or property insurance
- V. Personal entertainment/grooming/gifts/souvenirs
- W. Personal sightseeing/tourist activities

**Other.** Any travel issues that are not specifically addressed within this regulation require review by the Vice Chancellor of Business Services or the appropriate designee.

[Based on Policy #1962; Rev 06-20-17]

## **MODIFICATION TO 2017-18 SALARY & WAGE SCHEDULES FOR FACULTY & NONEXEMPT EMPLOYEES**

**Recommendation:**

Staff recommends approval.

**Summary:**

In March 2017, Staff recommended and the Board approved increasing salaries and wages 1.5% for fiscal 2017-2018 for all eligible contract employees and adjunct faculty with an estimated cost of \$210,000.

Staff originally proposed faculty and nonexempt employees have their salary schedules adjusted by increasing the base by 1.5% over the prior year. However, Staff determined that it was more advantageous to move employees up one grade on the prior year's salary schedules instead of increasing the base which helps with salary compression. This change in methodology is cost neutral.

Exempt and professional nonexempt employees were not impacted as they have salary ranges and not salary schedules.

Attached are the revised salary schedules for faculty and nonexempt employees, which reduces the base by 1.5% and reverts to previous year's salary and wage schedules.





**Northland Pioneer College  
2017 - 2018 Faculty Salary Schedule APPROVED**

	Grade										
	1	2	3	4	5	6	7	8	9	10	11
1	\$41,276	\$42,019	\$42,776	\$43,546	\$44,329	\$45,127	\$45,940	\$46,767	\$47,608	\$48,465	\$49,338
2	\$41,896	\$42,650	\$43,417	\$44,199	\$44,994	\$45,804	\$46,629	\$47,468	\$48,323	\$49,192	\$50,078
3	\$42,524	\$43,289	\$44,069	\$44,862	\$45,669	\$46,491	\$47,328	\$48,180	\$49,047	\$49,930	\$50,829
4	\$43,162	\$43,939	\$44,730	\$45,535	\$46,354	\$47,189	\$48,038	\$48,903	\$49,783	\$50,679	\$51,591
5	\$43,809	\$44,598	\$45,401	\$46,218	\$47,050	\$47,897	\$48,759	\$49,636	\$50,530	\$51,439	\$52,365
6	\$44,466	\$45,267	\$46,082	\$46,911	\$47,755	\$48,615	\$49,490	\$50,381	\$51,288	\$52,211	\$53,151
7	\$45,133	\$45,946	\$46,773	\$47,615	\$48,472	\$49,344	\$50,232	\$51,137	\$52,057	\$52,994	\$53,948
8	\$45,810	\$46,635	\$47,474	\$48,329	\$49,199	\$50,084	\$50,986	\$51,904	\$52,838	\$53,789	\$54,757
9	\$46,498	\$47,334	\$48,186	\$49,054	\$49,937	\$50,836	\$51,751	\$52,682	\$53,631	\$54,596	\$55,579
10	\$47,195	\$48,044	\$48,909	\$49,790	\$50,686	\$51,598	\$52,527	\$53,472	\$54,435	\$55,415	\$56,412
11	\$47,903	\$48,765	\$49,643	\$50,536	\$51,446	\$52,372	\$53,315	\$54,275	\$55,251	\$56,246	\$57,258
12	\$48,621	\$49,497	\$50,388	\$51,295	\$52,218	\$53,158	\$54,115	\$55,089	\$56,080	\$57,090	\$58,117
13	\$49,351	\$50,239	\$51,143	\$52,064	\$53,001	\$53,955	\$54,926	\$55,915	\$56,921	\$57,946	\$58,989
14	\$50,091	\$50,993	\$51,911	\$52,845	\$53,796	\$54,764	\$55,750	\$56,754	\$57,775	\$58,815	\$59,874
15	\$50,842	\$51,758	\$52,689	\$53,638	\$54,603	\$55,586	\$56,586	\$57,605	\$58,642	\$59,697	\$60,772
16	\$51,605	\$52,534	\$53,480	\$54,442	\$55,422	\$56,420	\$57,435	\$58,469	\$59,522	\$60,593	\$61,684
17	\$52,379	\$53,322	\$54,282	\$55,259	\$56,253	\$57,266	\$58,297	\$59,346	\$60,414	\$61,502	\$62,609
18	\$53,165	\$54,122	\$55,096	\$56,088	\$57,097	\$58,125	\$59,171	\$60,236	\$61,321	\$62,424	\$63,548
19	\$53,962	\$54,934	\$55,922	\$56,929	\$57,954	\$58,997	\$60,059	\$61,140	\$62,240	\$63,361	\$64,501
20	\$54,772	\$55,758	\$56,761	\$57,783	\$58,823	\$59,882	\$60,960	\$62,057	\$63,174	\$64,311	\$65,469
21	\$55,593	\$56,594	\$57,613	\$58,650	\$59,705	\$60,780	\$61,874	\$62,988	\$64,122	\$65,276	\$66,451
22	\$56,427	\$57,443	\$58,477	\$59,529	\$60,601	\$61,692	\$62,802	\$63,933	\$65,083	\$66,255	\$67,448
23	\$57,274	\$58,304	\$59,354	\$60,422	\$61,510	\$62,617	\$63,744	\$64,892	\$66,060	\$67,249	\$68,459
24	\$58,133	\$59,179	\$60,244	\$61,329	\$62,433	\$63,556	\$64,700	\$65,865	\$67,051	\$68,257	\$69,486
25	\$59,005	\$60,067	\$61,148	\$62,249	\$63,369	\$64,510	\$65,671	\$66,853	\$68,056	\$69,281	\$70,528
26	\$59,890	\$60,968	\$62,065	\$63,182	\$64,320	\$65,477	\$66,656	\$67,856	\$69,077	\$70,321	\$71,586
27	\$60,788	\$61,882	\$62,996	\$64,130	\$65,284	\$66,460	\$67,656	\$68,874	\$70,113	\$71,375	\$72,660
28	\$61,700	\$62,811	\$63,941	\$65,092	\$66,264	\$67,456	\$68,671	\$69,907	\$71,165	\$72,446	\$73,750
29	\$62,625	\$63,753	\$64,900	\$66,068	\$67,258	\$68,468	\$69,701	\$70,955	\$72,233	\$73,533	\$74,856
30	\$63,565	\$64,709	\$65,874	\$67,059	\$68,267	\$69,495	\$70,746	\$72,020	\$73,316	\$74,636	\$75,979
31	\$64,518	\$65,680	\$66,862	\$68,065	\$69,291	\$70,538	\$71,807	\$73,100	\$74,416	\$75,755	\$77,119
32	\$65,486	\$66,665	\$67,865	\$69,086	\$70,330	\$71,596	\$72,885	\$74,196	\$75,532	\$76,892	\$78,276
33	\$66,468	\$67,665	\$68,883	\$70,123	\$71,385	\$72,670	\$73,978	\$75,309	\$76,665	\$78,045	\$79,450

<u>Adjunct Faculty Rate/Load Unit</u>		<u>Substitute Rate</u>
Level 1	\$710	\$20.00/hr
Level 2	\$730	
Level 3	\$750	

**Northland Pioneer College  
Hourly Rate - Nonexempt Staff 2017-2018 Schedule APPROVED**

Step	Grade >												
	1	2	3	4	5	6	7	8	9	10	11		
1	\$ 12.48	\$ 12.84	\$ 13.20	\$ 13.56	\$ 13.92	\$ 14.28	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08		
2	\$ 12.84	\$ 13.20	\$ 13.56	\$ 13.92	\$ 14.28	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44		
3	\$ 13.20	\$ 13.56	\$ 13.92	\$ 14.28	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80		
4	\$ 13.56	\$ 13.92	\$ 14.28	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16		
5	\$ 13.92	\$ 14.28	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52		
6	\$ 14.28	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88		
7	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24		
8	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60		
9	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96		
10	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32		
11	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68		
12	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04		
13	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40		
14	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76		
15	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12		
16	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48		
Level 1													
Level 2													
Level 3													

**Hourly Rate - Technical and Skilled Craft 2017-2018 Schedule**

Step	Grade >												
	1	2	3	4	5	6	7	8	9	10	11	12	
1	\$ 14.28	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	
2	\$ 14.64	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	
3	\$ 15.00	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	
4	\$ 15.36	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	
5	\$ 15.72	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	
6	\$ 16.08	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	
7	\$ 16.44	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	
8	\$ 16.80	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	
9	\$ 17.16	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	
10	\$ 17.52	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48	
11	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48	\$ 21.84	
12	\$ 18.24	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48	\$ 21.84	\$ 22.20	
13	\$ 18.60	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48	\$ 21.84	\$ 22.20	\$ 22.56	
14	\$ 18.96	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48	\$ 21.84	\$ 22.20	\$ 22.56	\$ 22.92	
15	\$ 19.32	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48	\$ 21.84	\$ 22.20	\$ 22.56	\$ 22.92	\$ 23.28	
16	\$ 19.68	\$ 20.04	\$ 20.40	\$ 20.76	\$ 21.12	\$ 21.48	\$ 21.84	\$ 22.20	\$ 22.56	\$ 22.92	\$ 23.28	\$ 23.64	
Level T1													
Level T2													
Level T3													

## Request to Approve the Appointment of a Presidential Transition Team

### **Recommendation:**

Staff recommends the appointment of a Presidential Transition Team by September 15, 2017, to assist in the transition of a new president to Northland Pioneer College.

### **Summary:**

Staff is recommending best practice in requesting the District Governing Board appoint a Presidential Transition Committee, independent of the Search Committee. The Transition committee of no more than 7 members will be tasked with laying the foundations of a presidential transition, whether the finalist is internal or external. Included here is a brief article concerning the role of a new president. The Transition Committee could assist with the culture and demography of the institution's students and employees, shared governance and significant processes. The Transition Committee will also assist in key introductions to community leadership.



THE CHRONICLE  
of Higher Education

ADMINISTRATION

# What Should a College President Do in Year One?

*By Nell Gluckman* | MAY 15, 2017

**I**n the first year on the job, a college president may feel pressure to put out a glossy five-year-plan or begin an ambitious capital campaign. But a new report by the Aspen Institute's Task Force on the Future of the College Presidency lays out a model for what a productive first year should look like — and it doesn't mention either of those big-ticket items.

Instead the report, released Monday after an 18-month study conducted by a panel of 35 college and university presidents, recommends spending meal times in the dining hall and planning a vacation.

That's not to say that the first year is going to be easy. In fact, the report's authors say, the role of president has never been more complex: Budgets have become more strained, competition for students has increased, student populations have diversified, and pressure to ensure students get jobs has grown, all while social media has shortened the length of time leaders have to make decisions.

But the changing nature of the college presidency presents an opportunity, the report says. The job is about to experience a high level of turnover, with many presidents expected to retire in the next decade, but few lining up to take their

places. The Aspen Institute hopes to help fill the gap with a cohort of new college presidents that is more diverse and better prepared for the rapidly changing institutions they will lead.

The 35-member task force was made up of a cross section of college and university presidents, including Sanford C. (Sandy) Shugart, president of Valencia College in Florida, Dan Porterfield, president of Franklin & Marshall College, Dianne F. Harrison, president of California State University at Northridge, and Freeman H. Hrabowski III, president of the University of Maryland—Baltimore County. The presidents met five times throughout the year, while the Aspen Institute also convened focus groups of faculty, provosts, deans, board members, students, and search firms to inform their research before writing the report.

To be effective leaders, the report said, new college and university presidents will need to be better prepared on Day 1. The group recommends that presidents work with their boards and top administrators to create "a first-year induction process" to acquaint them with their institution's challenges and set the right tone for the rest of their tenure.

"Coming into a presidency, you should have a hypothesis about where it is that the college needs to go," said Joshua Wyner, vice president of the Aspen Institute and executive director of its College Excellence Program. "The key is to take that and really test it and refine it."

To do that, presidents need to engage a wide array of people. So the report suggests a series of steps for building relationships:

**Get to know students, faculty, and staff by spending time where they hang out.** Go to sporting events, dining halls, and even teach a class.

**Learn about the institution's decision-making processes.** Attend meetings held by the faculty senate, student government, and faculty and staff committees.

**Create a dashboard that tracks student data.** Collect information on completion, retention, transfer, and acceptance rates, graduates' employment earnings, revenue trends, and other metrics.

**Meet with community members.** They will vary depending on the type of institution: superintendents of local school districts, executives of the largest regional employers, or state-government officials.

**Build a support network.** Meet with board members and other college presidents and identify a mentor.

**Plan some personal time to disconnect from the college.** Plan a trip or dedicate time to spend with family and friends.

Every situation is different, Mr. Wyner said. If a new president comes in when a college is troubled financially or is in the middle of a capital campaign, a strategic plan or fund-raising push may be essential. The point of the institute's suggestions, he said, is to encourage presidents to be intentional about what they're going to do when they start the job.

The process of developing a first-year plan may also help boards better understand what presidents do, Mr. Wyner added. The report recommends that board members, who typically do not have experience in college or university administration, should learn more about the president's job. Trustees can be trained to conduct more-effective presidential searches, it adds.

### **'Concerning' Lack of Diversity**

Amid the proposals was a demographic warning sign: The report noted a lack of diversity among college and university presidents. Only 7 percent of college presidents are African-American and 4 percent are Latino or Latina, though those groups make up 13 and 18 percent of the U.S. population, respectively. To

diversify their ranks, the report recommended, all presidents should identify two or three faculty or staff members to mentor, "with a focus on encouraging women and people of color to aspire to and prepare for the presidency."

Women and people of color are also underrepresented in the leadership positions, such as dean or provost, that often precede presidencies. That means colleges and universities should be willing to look outside the traditional pipeline for their next leaders.

"Given the overrepresentation of women among those with college degrees and the fact that populations of color are growing at the fastest rate in our country, the lack of diverse talent in positions that typically emerge to the presidency is especially concerning," the report said.

"The task force starts from the assumption that talent is broadly distributed," Mr. Wyner said. If there are populations that are underrepresented in the university leadership, "it suggests that an enormous amount of talent is being left on the table."

*Nell Gluckman writes about faculty issues and other topics in higher education. You can follow her on Twitter @nellgluckman, or email her at [nell.gluckman@chronicle.com](mailto:nell.gluckman@chronicle.com).*

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## Presidential Search Committee Volunteers

### Board Requests:

- Matt Weber, NAVIT Superintendent
- Hollis Merrill, Snowflake USD Superintendent
- Bill Jeffers, Holbrook

### Faculty:

- Wes King, Faculty in Welding (CTE)
- Allison Landy, Department Chair Early Childhood Development (Arts & Science)
- Peterson Yazzie, Faculty in Art 2-D (Arts & Science)
- Inez Schaechterle, Faculty in English (Arts & Science)

### Staff:

- Jeanmarie "Gigi" Nielson, Silver Creek Facilities Coordinator
- Amber Hill, Controller
- Cara Joe-Dukepoo, Hopi Center Manager
- Donna Krieser, Academic Adviser
- Lisa Jayne, Academic Adviser
- Stan Pirog, Director of Library Services
- John Spadaccini, Manager of Career and Workforce Business Services
- Rebecca Hunt, Recruitment Specialist
- Ann Hilliard, Carl Perkins Grant Coordinator
- Royce Kincanon, Community and Corporate Learning Coordinator
- Vicki Bessinger, Bookstore Manager

### Administrator:

- Gail Campbell

### Students:

- One name provided by SGA to serve and one as back-up

### Public volunteers:

- Jane Hawthorne, Volunteer
- Kelley Harvey-Brannon, former Whiteriver Center Manager

740 S. Creekside Drive  
Show Low, AZ 85901  
Ph: 928-229-2052

Northland Pioneer College  
President's Office  
PO Box 610  
Holbrook, AZ 86025

Good day!

My name is Jane Hawthorne and I would like to volunteer to serve on the Northland Pioneer College Presidential Search Committee. I have lived in Navajo county full time since September 2013, part time since 2012. Currently I am the University Data Manager for A.T. Still University, a graduate school with campuses in Kirksville, MO and Mesa, AZ. ATSU offers professional graduate degrees in healthcare: osteopathic medicine, dentistry, athletic training, audiology, occupational therapy, physician assistant studies, and physical therapy as well as online/blended masters and doctoral degrees for healthcare professionals.

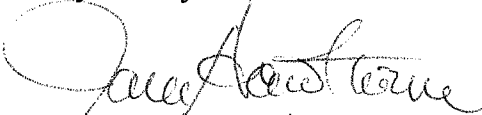
I have been employed at ATSU for nearly 10 years; previously I have worked at the University of Phoenix, Arizona State University, and Stanford University. With more than 25 years experience in higher education, I have served on many search committees for deans, faculty, administrators, and staff. While my career spans the offices of admissions, registrar, faculty hiring (dean's office), and benefits, my current duties include documentation of student assessment, service on university-wide assessment committees, and service on the University's HLC strategic planning committee and quality initiative project.

Why do I want to serve on the search committee? Consistently I hear the message 'we want our children to have educational and work opportunities so that they will return to Navajo county to work.' Where best do we instill opportunities to begin a career with higher paying jobs than at the community college. The economic opportunities afforded to people with educational training far surpass those with a high school diploma or less. Whether a skilled tradesman, certificated/licensed professional, or any occupation requiring an undergraduate or graduate degree, community colleges play a significant role in education. Northland Pioneer College fulfills that purpose (and more!) and is a vital link to people in Navajo county for higher education and lifelong learning.

As you may guess, I have a rather vested interest in NPC as well as a passion for higher education. Even though most A.T. Still University applicants have four-year degrees or higher, community colleges serve as 'feeder institutions' to the undergraduate colleges/universities. If not already in place, graduate schools should partner with community colleges as well as with the four-year universities to address the educational and aspirational needs of local communities.

Having met several NPC staff, faculty, and administrators, I have been impressed with their passion for the College. The next president should reflect their enthusiasm and belief in Northland Pioneer College. If you feel my qualifications would benefit the search committee, I would very much like to participate.

Thank you for your consideration!



Jane Hawthorne

## Request to Approve Respiratory Therapy IGA

**Recommendation:**

Staff recommends approval of the IGA for Respiratory Therapy Program Delivery with Cochise County Community College District.

**Summary:**

As previously discussed with the Board NPC has the opportunity to partner with Cochise Community College to offer a Respiratory Therapy program, which is much needed in the area. This IGA represents the formalization of the agreement and staff will be available to answer any of the Board's questions.



**INTERGOVERNMENTAL AGREEMENT  
FOR RESPIRATORY THERAPY PROGRAM DELIVERY  
BETWEEN  
COCHISE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into this 20th day of June, 2017, between Cochise County Community College District (“Cochise”), and Navajo County Community College District (“Navajo”), (each a “Party,” and collectively the “Parties”). Both Parties are political subdivisions of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**RECITALS**

**Whereas**, Cochise has the faculty, the equipment, the ability and the desire to deliver a professional-level degree program in Respiratory Therapy (“**RT**”) beyond its district boundaries, and

**Whereas**, Navajo has the facilities, the students, the clinical affiliations and the desire to also deliver a professional-level program in Respiratory Therapy to residents of its district,

**Now therefore**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**BACKGROUND**

Cochise and Navajo are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1445.

Cochise and Navajo have collectively determined that it is desirable to offer college-level courses in both general education and respiratory therapy that may be counted toward Cochise degree requirements for the Associate of Applied Science degree in RT. Cochise and Navajo have agreed that a partnership approach to the delivery of such an RT program is in the best interests of both institutions and Navajo students.

Under this program, Navajo will deliver all basic general education classes to Navajo students at Navajo facilities within its district. Once all course and program prerequisites as well as the general education requirements of the program have been met, students may be accepted into an RT cohort as Cochise students for didactic instruction by Cochise RT instructors at various facilities or via online instruction as well as at various appropriate clinical sites within Arizona. Financial aid will be made available to interested RT students by whichever institution is delivering the current program elements.

## AGREEMENT

### 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 various elements of this Partnership Respiratory Therapy program (“PRT”), as defined in Section 2 below, to eligible Navajo students.

### 2. DEFINITION

The Parties envision a PRT program as an educational opportunity for potential students residing within Navajo’s district involving a pre-requisite and general education component to be delivered by Navajo faculty and administration utilizing its facilities, followed by didactic and clinical components of the RT discipline to be delivered by Cochise faculty and administration also utilizing Navajo’s facilities as well as online instruction and various medical and clinical sites within Arizona. More specifically,

- A. Students enrolled at Navajo may receive financial aid from Navajo for course and program pre-requisites as well as general education components during the first few semesters of the PRT program prior to being admitted into the Cochise Respiratory Therapy program, at which point they shall be considered Cochise students just as if the student were sitting in a classroom in Cochise County;
- B. Students enrolled in an RT cohort may receive financial aid from Cochise for higher-level RT-specific courses during the remaining semesters of the program;
- C. Students enrolled as Navajo students shall pay appropriate tuition and fees to Navajo for the Navajo-specific components of the PRT program and students enrolled as Cochise students shall pay appropriate tuition and fees to Cochise for the Cochise-specific components of the PRT program;
- D. The target student RT cohort from Navajo shall be 10 students;
- E. All RT-specific faculty and staff at all locations shall be Cochise employees;
- F. PRT marketing and advising shall be coordinated by Navajo, primarily utilizing flyers jointly prepared by Cochise’s and Navajo’s advising and counseling employees. Prospective PRT students shall be advised by Navajo advisors but shall also be directed to contact the Cochise RT program director for admission materials into the PRT program;
- G. Navajo shall provide office space within its facilities for the RT Clinical Coordinator as well as appropriate space for a PRT laboratory. Cochise shall provide and maintain all RT program-specific durable medical laboratory equipment, which at all times shall remain Cochise property. Cochise shall also supply any and all specialized RT medical laboratory supplies;
- H. The Parties agree to jointly conduct a comprehensive inventory of all equipment and laboratory supplies prior to conducting any initial RT-specific courses and at the conclusion of each academic year thereafter, clearly indicating ownership of all equipment and laboratory supplies as of the date of the inventory.

### **3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:
  - 1. After the governing boards of Navajo and Cochise have approved it; and
  - 2. On the date last executed by the appropriate authorized representatives of both Parties (the “Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through **June 30, 2021** (“Term”).

### **4. OBLIGATIONS OF NAVAJO**

#### **4.1 General Course Requirements**

- A. Navajo shall provide an opportunity for Navajo students who meet criteria pursuant to college-level courses and who have expressed an interest in the RT discipline to register for certain general education courses including required pre-requisite courses for the RT program.
- B. Navajo shall provide financial aid opportunities for Navajo students for the general education and RT pre-requisite courses as appropriate and consistent with Navajo financial aid policies and procedures.
- C. Navajo shall provide instructors, facilities and instructional curricula as appropriate for Navajo students taking courses to complete the general education and prerequisite requirements for the RT program in accordance with the policies, procedures, regulations and instructional standards of Navajo.
- D. Navajo shall coordinate with Cochise to verify that each student expressing an interest in enrolling in the PRT program satisfies the prerequisite requirements for the RT program as established and publicized in Cochise’s catalog and that each student complies with Cochise policies and this Agreement regarding student placement in courses.
- E. Navajo shall adopt and utilize Navajo-approved textbooks, course outlines and syllabi, and grading standards applicable to other Navajo general education courses currently being taught. Students shall be responsible for purchasing all required textbooks and other supplies, if any, required for the general education and RT prerequisite courses.

#### **4.2 Instructors and Instruction**

- A. For all general education and RT prerequisite courses, Navajo will provide an instructor qualified in the appropriate subject area and will ensure that all such instructors provide instruction in accordance with policies, procedures, regulations and instructional standards of Navajo.
- B. Navajo will provide at Navajo’s expense a substitute instructor, as necessary, to cover the absence of a Navajo instructor who teaches a general education or RT prerequisite course.



### **4.3 Assessment and Monitoring**

- A. Navajo will designate a liaison officer to assist with PRT activities, to meet with the Cochise-designated liaison as necessary and to review the PRT course outlines, recommending amendments to them as necessary.
- B. Navajo will provide counseling and advising services for Navajo students while they are enrolled in general education and prerequisite components of the PRT program, primarily utilizing flyers jointly prepared by Cochise's and Navajo's advising and counseling employees. Prospective PRT students shall be advised by Navajo advisors but shall also be directed to contact the Cochise RT program director for admission materials into the PRT program.

### **4.4 Policy and Procedure**

- A. Navajo will ensure that each student seeking enrollment in a PRT program course has completed all necessary registration forms and any Cochise assessment examinations, if required.
- B. Navajo will ensure that each instructor of the PRT program courses understands that Cochise maintains the right to withdraw authorization of the instructor's participation in the PRT program for failure to follow Cochise requirements.
- C. Navajo will provide Cochise 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 PRT program will be enrolled at various times in both Navajo and Cochise educational institutions. Pursuant to FERPA, Navajo and Cochise 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. While a student is taking general education courses at Navajo prior to entering the RT-specific portion of the program, Navajo will determine the appropriate accommodations and maintain primary financial and administrative responsibility for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973. Students shall submit appropriate documentation of their disabilities to the appropriate Disabilities Coordinator at Navajo who will in turn communicate and coordinate as necessary and appropriate with the Director of Disability Services at Cochise. Navajo shall be responsible for development and implementation of any and all disability accommodations deemed necessary for prospective RT students for this phase of the PRT program as required by state and federal law.
- B. When a student is subsequently accepted into an RT cohort for the remainder of the PRT program, Navajo and Cochise shall have joint authority and responsibility for providing and implementing any and all necessary accommodations for qualified students with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973. While Cochise shall have primary financial and administrative responsibility for development and implementation of any and all disability accommodations deemed necessary for those students considered members of the RT cohort, Navajo shall collaborate closely with Cochise on all such matters and assist with implementation of any and all physical accommodations deemed necessary within its facilities.

#### **4.6 Facilities and Supplies**

- A. Navajo shall provide office space for the RT Clinical Coordinator, classroom space for the general education courses, and laboratory space within its facilities in which PRT program activities will be conducted. Facilities and ancillary services provided for the delivery of PRT program courses shall comply with all applicable provision of the state Fire Marshall Code, A.R.S. § 41-2161 et seq. (access for disabled persons), and all other applicable federal and state laws.
- B. The Parties agree to jointly conduct a comprehensive inventory of all equipment and laboratory supplies prior to conducting any initial RT-specific courses and at the conclusion of each academic year thereafter, clearly indicating ownership of all equipment and laboratory supplies as of the date of the inventory.

### **5. OBLIGATIONS OF COCHISE**

#### **5.1 General Course Requirements**

- A. Cochise shall provide an opportunity for Navajo students who meet criteria pursuant to general education and RT prerequisite requirements to register for certain higher-level discipline-specific courses for the RT program. When such students are accepted into a cohort for RT, they shall be then considered to be Cochise students.
- B. Cochise shall provide financial aid opportunities for these students for the didactic and clinical component courses of the PRT program as appropriate and consistent with Cochise financial aid policies and procedures.
- C. Cochise shall provide instructors and instructional curricula as appropriate for these students to complete the remaining discipline-specific components of the RT program in accordance with the policies, procedures, regulations and instructional standards of Cochise.
- D. Cochise shall coordinate with Navajo to verify that each student enrolled in the PRT program complies with Cochise policies and this Agreement regarding student placement in courses.
- E. For the remaining discipline-specific components of the RT program, Cochise shall adopt and utilize Cochise-approved textbooks, course outlines and syllabi, and grading standards applicable to other Cochise RT courses being taught at other locations. Students shall be responsible for purchasing all required textbooks and other supplies, if any, required for the didactic and clinical courses.
- F. Cochise shall be responsible for ensuring continued RT program accreditation with the Commission on Accreditation for Respiratory Care (CoARC).



## **5.2 Instructors and Instruction**

- A. All didactic and clinical RT faculty and staff at all locations shall at all times be Cochise employees.
- B. For all didactic and clinical courses, Cochise will provide an instructor qualified in the appropriate subject area and will ensure that all such instructors provide instruction in accordance with policies, procedures, regulations and instructional standards of Cochise and comply with Cochise assessment standards.
- C. Cochise will provide at Cochise's expense a substitute instructor, as necessary, to cover the absence of a Cochise instructor who teaches a didactic or clinical RT course.

## **5.3 Assessment and Monitoring**

- A. Cochise will designate a liaison officer to assist with PRT activities, to meet with the Navajo-designated liaison as necessary and to review the PRT course outlines, recommending amendments to them as necessary.
- B. Cochise will provide counseling and advising services for students while they are enrolled in the didactic and clinical components of the PRT program.

## **5.4 Policy and Procedure**

- A. Cochise will ensure that each student seeking enrollment in a PRT program course has completed the necessary registration forms and prerequisite paperwork as well as any required assessment examinations.
- B. Cochise will ensure that each instructor of the didactic and clinical components of the PRT program courses understands that Cochise maintains the right to withdraw authorization of the instructor's participation in the PRT program for failure to follow Cochise requirements.
- C. Cochise will provide Navajo 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 PRT program will be enrolled at various times in both Navajo and Cochise educational institutions. Pursuant to FERPA, Navajo and Cochise 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**

- A. While a student is taking general education courses at Navajo prior to entering the RT-specific portion of the program, Navajo will determine the appropriate accommodations and maintain primary financial and administrative responsibility for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973. Students shall submit appropriate documentation of their disabilities to the appropriate Disabilities Coordinator at Navajo who will in turn communicate and coordinate as necessary and appropriate with the Director of Disability Services at Cochise. Navajo shall be responsible for development and implementation of any and all disability accommodations deemed necessary for prospective RT students for this phase of the PRT program as required by state and federal law.
- B. When a student is subsequently accepted into an RT cohort for the remainder of the PRT program, Navajo and Cochise shall have joint authority and responsibility for providing and implementing any and all necessary accommodations for qualified students with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973. While Cochise shall have primary financial and administrative responsibility for development and implementation of any and all disability accommodations deemed necessary for those students considered members of the RT cohort, Navajo shall collaborate closely with Cochise on all such matters and assist with implementation of any and all physical accommodations deemed necessary within its facilities.

## **5.6 Facilities and Supplies**

- A. Cochise shall provide and maintain all RT program-specific durable medical laboratory equipment, which at all times shall remain Cochise property. Cochise shall also supply any and all specialized RT medical laboratory supplies.
- B. The Parties agree to jointly conduct a comprehensive inventory of all equipment and laboratory supplies prior to conducting any initial RT-specific courses and at the conclusion of each academic year thereafter, clearly indicating ownership of all equipment and laboratory supplies as of the date of the inventory.

## **6. CONTINUATION OF AGREEMENT**

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

## **7. RECORDS**

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

## **8. 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 board policies controlling the disclosure of personally identifiable information from a student's education records.

## **9. TERMINATION/DISPOSITION OF PROPERTY**

### **9.1 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 section 11, such termination shall only be effective at the end of a semester, and no PRT course shall be terminated prior to such effective date. In the event of any such termination, the Parties will collaborate to develop and implement a teach-out plan in accordance with HLC requirements.

### **9.2 Risk to Health or Safety**

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

### **9.3 No Relief from Obligations**

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

### **9.4 Disposition of Property**

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

## **10. RESPONSIBILITY**

### **10.1 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, and control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

### **10.2 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.

## **11. 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.

## **12. 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.

## **13. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

## **14. 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.

## 15. ENTIRE AGREEMENT

This Agreement, 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.

## 16. 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.

## 17. 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.

## 18. 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 Cochise:

Ms. Jennifer Lakosil  
Dean, Nursing and Allied Health Programs  
Cochise County Community College District  
901 North Columbo Avenue  
Sierra Vista, Arizona 85635

If to Navajo:

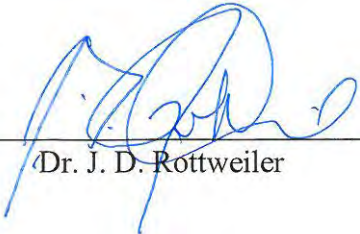
Ms. Debra McGinty  
Dean, Nursing and Allied Health Programs  
Navajo County Community College District  
P.O. Box 610  
Holbrook, Arizona 86025



IN WITNESS WHEREOF, the Parties have caused this Agreement for respiratory therapy program delivery to be executed as of the date first written above by their duly authorized representatives:

**COCHISE COUNTY COMMUNITY COLLEGE DISTRICT**

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT**

  
By: \_\_\_\_\_  
Dr. J. D. Rottweiler

By: \_\_\_\_\_

Title: President for Cochise County Community College District

Title:

June 13, 2017  
Date \_\_\_\_\_

\_\_\_\_\_  
Date

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

By: \_\_\_\_\_  
Legal Counsel for Cochise County Community College District

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

By: \_\_\_\_\_  
Legal Counsel for Navajo County Community College District

## College Bound and Finish Line Scholarship Utilization

Information Item: per District Governing Board request, below are the utilization statistics to date for the College Bound and Finish Line scholarship programs:

Waiver Type	Fall 2015	Spring 2016	Summer 2016	Fall 2016	Spring 2017	Summer 2017
College Bound	\$23,532 (90)	\$31,790 (115)	\$9,198 (63)	\$19,600 (83)	\$36,120 (145)	\$9,249(86)
Finish Line	\$31,144 (46)	\$33,456 (61)	\$1,632 (10)	\$18,515(64)	\$43,610(70)	\$1,085(7)*

\*As of June 7, 2017

College Bound total, 2014-15: \$40,681 (173 awards)  
 College Bound total, 2015-16: \$62,520 (268 awards)  
 College Bound total, 2016-17: \$64,969 (314 awards)

Finish Line total 2014-15: \$82,305 (139 awards)  
 Finish Line total 2015-16: \$66,232 (117 awards)  
 Finish Line total 2016-17: \$63,210 (141 awards)

As anticipated, initial utilization of College Bound was small but significantly increased in the second year. General utilization of College Bound continues to increase, even with implementation of the TALON project at area high schools. While we do not have clear evidence yet, we believe this in part to be a function of the declining ability of area high schools to attract and retain instructors who can be certified for dual enrollment general education coursework.



## Request to Approve IGA with Miami USD

**Recommendation:**

Staff recommends approval of the IGA between Northland Pioneer College and Miami USD.

**Summary:**

The request is not contained in the Consent Agenda with other IGAs as it constitutes a partnership with a school district that the college has not worked with in the past. The IGA follows the standard format and has been reviewed and approved by the college attorney and Executive team members. Staff will be available to answer the Board's questions.





**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
MIAMI UNIFIED SCHOOL DISTRICT NO. 40**

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between Navajo County Community College District, dba Northland Pioneer College (“College”), and Miami Unified School District No. 40 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

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

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

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or
- B. applicable to a community college occupational degree or certificate program.
- C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

**3. EFFECTIVE DATE AND TERM**

- A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
  - ii. On the date that authorized representatives of both Parties have signed it [Effective Date].
- B. The term of this Agreement shall be from the Effective Date through June 30, 2018 (“Term”).

#### 4. OBLIGATIONS OF COLLEGE

##### 4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and to freshman and sophomore students subject to Paragraph E in this Section 4.1 who meet College’s prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit as determined by College;
2. evaluated and approved through the College curriculum approval process;
3. at a higher level than taught by the School District high school;
4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
5. compliant with all other standards for College courses.

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

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

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

Home schooled students are exempt from Sections 1-6 of this Paragraph C. Notwithstanding the above, a student who enrolls in a vocational or occupational education course may be admitted on an



individual basis with the approval of College if the student meets the established requirements of the course for which the student enrolls and College determine that the student's admission is in the best interest of the student. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

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

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

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

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

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

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

#### **4.2 Instructors and Instruction**

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

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

#### **4.3 Assessment and Monitoring**

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

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



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

#### **4.4 Policy and Procedure**

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

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

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

#### **4.5 Students with Disabilities**

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

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

#### **4.6 Reporting**

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

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

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

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in



and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

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

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

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

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

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

## **5.2 Instructors and Instruction**

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

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

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

## **5.3 Assessment and Monitoring**

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

## **5.4 Policy and Procedure**



- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
1. has completed the necessary registration forms;
  2. has completed College assessment examinations, if required by College;
  3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
  4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
  5. is aware of the requirements for determination of in-state tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.
- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

### **5.5 Students with Disabilities**

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

### **5.6 Reporting**

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

### **5.7 Facilities and Funding**

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

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



## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

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

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

### **6.2 Student**

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

### **6.3 Removal from Course**

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

### **6.4 Schedule and Number of Students**

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

### **6.5 Availability of Instructors**

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



## **6.6 Guidelines**

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

## **6.7 Rigor of Courses**

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

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

### **7.1 Fees**

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

### **7.2 Supplies**

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

### **7.3 Tuition**

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

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

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

### **7.4 Billing Format**

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

## **8. RECORDS**

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



appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

## **9. CONFIDENTIALITY**

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

## **10. TERMINATION/DISPOSITION OF PROPERTY**

### **10.1 Termination**

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

### **10.2 Risk to Health or Safety**

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

### **10.3 No Relief from Obligations**

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

### **10.4 Disposition of Property**

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

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

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

### **11.2 Indemnification**



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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. NON-ASSIGNABILITY**

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

**14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

**15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

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

**16. ENTIRE AGREEMENT**

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

**17. INVALIDITY OF PART OF THE AGREEMENT**

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

**18. GOVERNING LAW**

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

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

19. NOTICE

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

If to College:

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

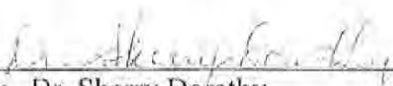
If to School District:

Dr. Sherry Dorathy, Superintendent  
Miami Unified School District No. 40  
P.O. Box 2070  
4739 Ragus Rd.  
Miami, AZ 85539

COLLEGE

SCHOOL DISTRICT

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

  
\_\_\_\_\_  
By: Dr. Sherry Dorathy  
Title: Superintendent

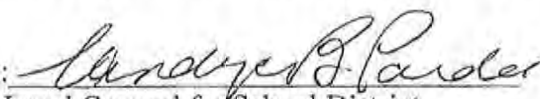
\_\_\_\_\_  
Date

6/13/17  
\_\_\_\_\_  
Date

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

By:   
\_\_\_\_\_  
Legal Counsel for College

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

By:   
\_\_\_\_\_  
Legal Counsel for School District