

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
KAYENTA UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into between Navajo County Community College District (“College”), and Kayenta School District No. (“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), and § 15-1444(B)(4).

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 Concurrent Enrollment Courses via video conferencing, as defined in Section 2 below, to eligible School District students.

**2. DEFINITION**

Courses offered under this IGA are a hybrid approach of dual and concurrent offerings. These are college courses offered by college faculty through technology to the high school classrooms.

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

- a. After the governing boards of School District and College have approved it; and

- b. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2021.

#### **4. OBLIGATIONS OF COLLEGE**

- A. Shall provide all full time and/or adjunct instructors and curriculum.
- B. Shall provide overall administrative direction and support.
- C. Shall lead a biannual schedule development process with all participating Districts.
- D. Shall provide placement testing and registration processes for the participating District students.
- E. Shall oversee purchase, installation and maintenance of all equipment and network processes required for participation.
- F. Shall provide network and equipment training to District technical staff.
- G. Shall provide training to District Site/Classroom Supervisors.
- H. Shall provide pre-session orientations and presentations for the participating District students.
- I. Shall provide for the participating District students access to advising, career and library services, college financial aid assistance, and full, online tutoring services.
- J. Shall provide, should the District choose to participate, adult basic education and possible other instruction to community members at the District site during evening hours.
- K. Shall provide a lab aide, at College expense, for evening course work provided at the District.

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

Students enrolled in Concurrent Enrollment Courses shall be admitted to College for college level credit under the College’s current procedures for admission of students to College, and in compliance with A.R.S. § 15-1805.01. For students under the age of 18, the College’s admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College. Except for vocational and occupational Concurrent Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Concurrent Enrollment Course through an assessment test or GPA prior to, or at the time of, enrollment to determine and assure proper placement in the Concurrent Enrollment Courses.

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

Since College is providing the instructor for a Concurrent Enrollment Course, College will provide at College’s expense a substitute instructor or alternative instruction (online course material), as necessary and as agreed upon by School

District, to cover the absence of any College instructor teaching a Concurrent Enrollment Course.

#### **4.3 Policy and Procedure**

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 Concurrent 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.

#### **4.4 Students with Disabilities**

After notification from the student of individual needs, College will cooperate with School District to ensure the course 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 the student in determining appropriate accommodations or special education services; however, the School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

#### **4.5 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**

- A. Shall provide classroom space, as agreed upon by the College and the District, to establish a distance education classroom. The space shall be made available and staffed in accordance with the College calendar and without regard to District holidays, days off, and early-release days.

- B. Shall provide to the College a list of course requests and anticipated enrollment by January 18<sup>th</sup> for any class to begin the following Fall semester, and September 1<sup>st</sup> for any classes to begin the following Spring semester.
- C. Shall ensure that each student enrolling in a course is aware that the student is participating in a college level course, even though provided at the school, and should act appropriately, which includes the expectation that students be on time and remain in class for the duration of the session.
- D. Shall ensure participation in a minimum of 3 college courses each semester (fall and spring).
- E. Shall assist the College in identifying and enrolling appropriate high school students in concurrent enrollment courses.
- F. Shall provide a District employee as a classroom aide during all high school concurrent enrollment courses delivered via video conferencing. During the time the class is in session, the aide shall be present in the classroom and shall be available by phone, either mobile or landline.
- G. Shall provide local technical support for the equipment.
- H. Shall coordinate equipment and technical support needs with College Information Services personnel.
- I. Will adhere to College policy regarding billing and refunding for students who withdraw.
- J. Will hold students accountable to the college's Student Conduct Code as outlined in the current college catalog.
- K. Shall not use the equipment for any purpose other than NPC classes or NPC adult basic education classes, which includes but is not limited to the attachment of any non-related cable or external devices to the Cisco equipment in the classrooms.
- L. Shall submit student registration forms to NPC prior to District students leaving for summer break.
- M. Shall provide College-identified textbooks to participating students. District may make a determination as to textbook cost recovery based on District needs.
- N. Shall identify a District employee to serve as primary District Project contact.
- O. With regard to nondiscrimination of persons with disabilities, shall assist students with the process of self-identification in order to receive appropriate services.

#### **5.1 Policy and Procedure**

- A. School District will ensure that each student seeking enrollment in a Concurrent Enrollment Course:
  - i. has completed the necessary College admissions and registration process;
  - ii. has completed College assessment examinations, if required by College;
  - iii. is aware the student is subject to both School District policies and procedures and College policies and procedures;

- iv. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
- v. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will 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 Concurrent 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.

## **5.2 Students with Disabilities**

School District will work with qualified students to have individual students request appropriate accommodations for 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. Students shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

## **5.6 Reporting**

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

## **6. MUTUAL AGREEMENTS**

The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the College as an additional insured, in order to protect the College from any liability arising from the District providing services under this Agreement. The College

agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the District as an additional insured, in order to protect the District from any liability arising from the College providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such Party's maximum insured liability.

#### **6.1 The College Instructor**

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.

#### **6.2 Students**

Each student enrolled in a Concurrent Enrollment Course, even though remaining a student of School District, shall follow the schedule and calendar of classes applicable for Concurrent Enrollment Courses as established and approved by College.

#### **6.3 Removal from Course**

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

#### **6.4 Schedule**

School District and College shall work together to determine the schedule of, and maximum and minimum number of students to enroll in, each Concurrent Enrollment Course. As part of this agreement, the College will make every effort to offer the following courses on a regular rotation:

ECN 211 • Principles of Macroeconomics 3 credits  
ENL 101 • College Composition I 3 credits  
ENL 102 • College Composition II 3 credits  
HIS 105 • U.S. History to 1877 3 credits  
HIS 106 • U.S. History since 1877 3 credits  
MAT 152 • Advanced Algebra 3 credits  
MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits  
MAT 221 • Calculus I 4 credits  
MAT 231 • Calculus II 4 credits  
POS 110 • American Government 3 credits  
SPA 101 • Elementary Spanish I 4 credits

**6.6 Guidelines**

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

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

**7.1 Fees**

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

**7.2 Cost-Sharing**

The College and partners shall share the cost of implementing this program. The partners are required to pay tuition, plus equipment or approximately 40% of the program cost. Partners shall be required to pay a deposit of \$2,500 on or before February 1, 2020. Thereafter, the College shall provide an invoice to the District with a breakdown of costs, one month prior to the due date of Full-Time Equivalents day (FTSE day) each semester. This invoice will reflect a credit of \$2,500 for the deposit. The minimum seat costs (tuition plus equipment fee) and the cost for each enrollment added to the minimum, is due by the college's FTSE day each semester. Minimum seat costs are as follows: 25 seats for schools with 300 or more students; 15 seats for schools between 100 and 299 students; there is no seat minimum cost for schools with less than 100 students. Spring minimum enrollment costs may be decreased by 2 to allow for attrition.

**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 Concurrent Enrollment Courses within School District.

**7.3 Tuition**

A. The School District shall be responsible for payment of tuition to College, as specified in Exhibit B.

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

#### **7.4 Billing Format**

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

### **8. RECORDS**

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

### **9. CONFIDENTIALITY**

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

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

#### **10.1 Termination**

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

#### **10.2 No Relief from Obligations**



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

**10.3 Disposition of Property**

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

**11. RESPONSIBILITY**

**11.1 Conduct of Operations**

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

**11.2 Indemnification**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. NON-ASSIGNABILITY**

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

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

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

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

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

**16. ENTIRE AGREEMENT**

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

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

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

**18. GOVERNING LAW**

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

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

**19. NOTICE**

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

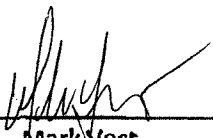
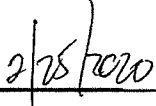
If to College:

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



If to School District:

Lemual Adson, Superintendent  
Kayenta Unified School District No. 27

COLLEGE

  
\_\_\_\_\_  
By: Mark Vest  
Title: President  
  
  
\_\_\_\_\_  
Date

KAYENTA UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
By: Lemual Adson  
Title: SuperIntendent  
  
  
\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM**

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



By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Counsel for Navajo County Community  
College District  
Dated: 1/17/2020



By: \_\_\_\_\_  
Title: ATTORNEY Counsel  
for Kayenta School District  
Dated: 1/2/2019

**EXHIBIT A**

**TYPE OF INSTRUCTION  
CONCURRENT ENROLLMENT COURSES**

**COURSES AND CREDITS**

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

Districts shall participate in a minimum of 3 college courses each semester (fall and spring) and commit to paying for the minimum seats as follows: 25 seats for schools with 300 or more students; 15 seats for schools between 100 and 299 students; no seat minimum for schools with less than 100 students. Spring minimum seats may be decreased by 2 to allow for attrition.

- ECN 211 • Principles of Macroeconomics 3 credits
- ENL 101 • College Composition I 3 credits
- ENL 102 • College Composition II 3 credits
- HIS 105 • U.S. History to 1877 3 credits
- HIS 106 • U.S. History since 1877 3 credits
- MAT 152 • Advanced Algebra 3 credits
- MAT 189 • Pre-Calculus Algebra/Trigonometry 3 credits
- MAT 221 • Calculus I 4 credits
- MAT 231 • Calculus II 4 credits
- POS 110 • American Government 3 credits
- SPA 101 • Elementary Spanish I 4 credits
- SPA 102 • Elementary Spanish II 4 credits

**EXHIBIT B**

**FINANCIAL PROVISIONS**

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

**1. INSTRUCTORS**

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

School District shall provide and pay all instructors.

College shall provide and pay all instructors.

Each party shall provide and pay for instructors as follows:

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**2. PAYMENTS TO THE SCHOOL DISTRICT**

N/A

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

**TUITION:**

College tuition is Seventy-seven Dollars (\$77) per credit hour for each in-state student and three hundred seventy Dollars (\$ 370 ) per credit hour for each student who, pursuant to A.R.S. §15-1802 or A.R.S. §15-1803, does not qualify for in-state student status. Payment is due to the college prior to FTSE date each semester.

**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. Payment is due to the college prior to FTSE date each semester.

Fees and Costs (Including special course fees; assessment costs, if any; etc.)	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. .
1. Equipment Fee \$2,672	District <u>X</u> Student _____
2. Course Fees	District _____ Student _____
3.	District _____ Student _____

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

*Check the appropriate line:*

- X 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 concurrent enrollment program.

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

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

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

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

      N/A        
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Amount College received in FTSE in prior academic year:  
*(Specify dollar amount)*

\$ \_\_\_\_\_

Portion of that FTSE distributed to School District:  
*(Specify percentage or dollar amount)*

\_\_\_\_\_

Amount School District returned to College:  
*(Specify percentage or dollar amount)*

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