

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 January 18, 2011, beginning at 11:00 a.m. Further notice is given that the Board will hold a Study Session open to the public beginning at 9:00 a.m. All sessions will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

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 Russell Dickerson at the above address or telephone number at least 24 hours prior to the scheduled time.

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

I, Russell Dickerson, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the 14th day of January at 9:00 a.m.

Russell Dickerson, Recording Secretary to the Board

Notice
Distribution

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



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Governing Board Study Session Agenda¹

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

Date: January 18, 2011

Time: 9:00 a.m.

| <u>Item</u> | <u>Description</u> | <u>Resource</u> |
|-------------|--|--|
| 1. | Shared Governance (Informational) (T3) ----- | President Swarthout |
| 2. | Distance Education Guidelines (T4) (Informational) ----- | Vice President Vest |
| 3. | Proposed Revision to Procedure 2720 (T5) (Informational) ----- | Vice President Hatch |
| 4. | Proposed Revisions to Employee Contracts (T6) (Informational) ----- | Vice President Hatch |
| 5. | Request to Approve Open Pathway for Accreditation (T7) ----- (Action) | President Swarthout Director Bishop |
| 6. | Request to Approve 2011-12 Budget Development Calendar (T8) ----- (Action) | Vice President Hatch |
| 7. | Request to Approve Acceptance of Nursing Grant (T9) ----- (Action) | Vice President Vest |
| 8. | Request to Approve Intergovernmental Agreement with Navajo County (T10) ----- (Action) | Director Bishop |
| 9. | Request to Approve Land Lease with the White Mountain Apache Tribe (T11) ----- (Action) | Director Bishop |
| 10. | Request to Grant Sewer Easement (T12) ----- (Action) | Vice President Hatch |

¹ The District Governing Board may consider any item on this agenda in any order and at any time during the meeting.



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Governing Board Meeting Agenda¹

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

Date: January 18, 2011

Time: 11:00 a.m.

| <u>Item</u> | <u>Description</u> | <u>Resource</u> |
|-------------|---|--|
| 1. | Call to Order and Pledge of Allegiance ----- | Chairman Jeffers |
| 2. | Adoption of the Agenda (T1) ----- (Action) | Chairman Jeffers |
| 3. | Call for Public Comment ----- | Chairman Jeffers |
| 4. | Reports | |
| A. | Financial Position (T13) ----- | Vice President Hatch |
| B. | NPC CASO ----- | Ina Sommers |
| C. | NPC Faculty Association ----- | Gary Mack |
| D. | NPC Student Government Association ----- | Jake Hinton |
| E. | NPC Foundation ----- | Lance Chugg |
| 5. | Consent Agenda ----- (Action) | Chairman Jeffers |
| A. | November 16, 2010 Study Session Minutes (T2) | |
| B. | November 16, 2010 Regular Board Meeting Minutes (T2) | |
| C. | 2009-2010 Dual Enrollment Intergovernmental Agreement Between the Navajo County Community College District and Blue Ridge USD No. 32 | |
| D. | 2010-2011 Dual Enrollment Intergovernmental Agreement Between the Navajo County Community College District and Hopi Junior/Senior High School, Inc. | |
| 6. | Old Business | |
| A. | None. | |
| 7. | New Business | |
| A. | Request to Approve Open Pathway for Accreditation (T7) ----- (Action) | President Swarthout Director Bishop |
| B. | Request to Approve 2011-12 Budget Development Calendar (T8) --- (Action) | Vice President Hatch |
| C. | Request to Approve Acceptance of Nursing Grant (T9) ----- (Action) | Vice President Vest |
| D. | Request to Approve IGA with Navajo County (T10) ----- (Action) | Director Bishop |
| E. | Request to Approve Land Lease with White Mountain Apache Tribe (T11) ----- (Action) | Director Bishop |
| F. | Request to Grant Sewer Easement (T12) ----- (Action) | Vice President Hatch |
| 8. | Standing Business | |
| A. | Strategic Planning and Accreditation Steering Committee Update ----- | Director Bishop |
| B. | Human Resources Update (T14) ----- | Peggy Belknap |
| 9. | President's Report ----- | President Swarthout |
| 10. | Board Report/Summary of Current Events ----- | Board Members |
| 11. | Announcement of Next Regular Meeting ----- February 15, 2011 | Chairman Jeffers |
| 12. | Adjournment ----- (Action) | Chairman Jeffers |

¹ 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.



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Navajo County Community College District Governing Board Study Session Minutes

November 16, 2010

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

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

Staff Present: Vice President, Blaine Hatch; Vice President, Mark Vest; Director, Eric Bishop; Recording Secretary to the Board, Russell Dickerson.

Reports:

1. Agenda Item 7.A.: Request to Approve Title III NASNTI Grant Funding – Director Bishop

Information Services Director Eric Bishop presented the staff recommendation to accept Title III Native American-Serving Nontribal Institutions (NASNTI) funding in the amount of \$1,924,602.00. Mr. Bishop explained that staff submitted a grant proposal to the U.S. Department of Education titled “Equitable Access to Gainful Learning Experiences” (EAGLE) and that the proposal was centered on distance learning technology. Mr. Bishop explained that the grant will allow the college to move forward in four key areas that include filling the currently vacant Systems/Networks Administrator position, increasing Internet capacity and redundancy, piloting the use of model classrooms and implementation of virtual desktop infrastructure (VDI). Mr. Bishop explained the Systems/Networks Administrator would assist in the support of current technology as well as new technologies implemented during the grant period. Mr. Bishop explained that the college currently has one point of presence (POP) to the Internet in Show Low area and plans to increase bandwidth from 10 to 30 megabits and will establish a secondary access location in Holbrook which will provide needed redundancy and balance the Internet load which will better support new technology implementation and a better Internet experience overall. Mr. Bishop added that the bandwidth of CellularOne Internet connections in the northern part of the district will be increased to better support new technology and single points of network failure will be addressed with redundant connectivity. Responding to a question from Chairman Jeffers, Mr. Bishop explained that the college currently pays about \$3500.00 per month for a 10 megabit connection in Show Low and that a second connection in Holbrook would run about \$900.00 per month. Mr. Bishop added that costs of equipment and associated service needs have been factored into the grant. Mr. Bishop explained that following the deployment of necessary technological infrastructure, the college will then focus on the implementation of 15 model classrooms that will be developed with faculty input and may incorporate new technology into a hybrid of existing audio and video classrooms. Mr. Bishop explained that the second major project would entail implementation of VDI which will utilize servers to centralize storage and computer software maintenance, provide access to stored information from anywhere with Internet connectivity and result in an overall reduction of about 48% in current computer maintenance costs. Mr. Bishop added that cost savings from VDI implementation will be augmented by the deployment of thin clients in libraries and open computer labs that will have the advantages of hardware longevity, lower energy consumption as well as a much lower cost versus a desktop system. Mr. Bishop added that with VDI, students will have access to up to date software packages through the college’s volume licensing with no cost to the student. Responding to a question from Chairman Jeffers, Mr. Bishop reported that Scottsdale Community College has had fantastic results with the implementation of VDI and thin clients.

2. Study Session Agenda Item 2.: ADEQ Update – Closure of Notice of Violation (Informational) – Vice President Hatch

Mr. Hatch notified Board members that the college had received official notice that the ADEQ Notice of Violation related to the demolition of a building at the former Hermosa campus in Holbrook has been closed. Mr. Hatch does not anticipate further issues will arise. Mr. Hatch explained that cleanup costs totaled \$51,000 and the college is seeking reimbursement from the general contractor’s insurance policy that was in force during construction.



Study session ended at 10:50 a.m.

Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Navajo County Community College District Governing Board Meeting Minutes

November 16, 2010 – 11:00 a.m.

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

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

Staff Present: Vice President, Blaine Hatch; Vice President, Mark Vest; Information Services Director, Eric Bishop; Recording Secretary to the Board, Russell Dickerson.

Others Present: Everett Robinson, Peggy Belknap, Ann Hess, Matt Weber, Karalea Cox, Preston Romero, Gary Mack, Ina Sommers, Sherry French, Linda Kor, Beulah Bob-Pennypacker, Eric Henderson and Deena Gillespie.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 11:00 a.m. Mr. Peaches led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

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

Agenda Item 3: Call for Public Comment

NAVIT Superintendent Matt Weber wanted to thank Dr. Swarthout and the college for involvement in the Move On When Ready initiative.

Agenda Item 4: Reports

4.A. – Financial Position – Vice President Hatch

Mr. Hatch noted that Dr. Swarthout is in Indianapolis, Indiana at a Lumina Foundation meeting with other Arizona representatives.

Mr. Hatch reported that through the end of September, 25% of the current budget period has expired and added that general unrestricted fund primary tax collection is at 3% and should increase greatly in October and that State aid is on target. Mr. Hatch reported that tuition and fees are currently at 24% collected, slightly behind the 29% expected at this early point in the year. Mr. Hatch, referring to forecasts based upon current tuition collection amounts, explained that on an annual basis, the college is looking at a shortfall of \$500,000 to \$750,000 in tuition which is 12% to 16% lower than budgeted amounts. Mr. Hatch explained that the college, through the implementation of a late registration fee, has started collecting tuition earlier in the year and added that November tuition receipts will provide a clearer picture. Mr. Hatch added that should the college actually incur tuition losses of about \$750,000, the college, due to low expenditures as compared to revenues, would be able to absorb the shortfall with little adjustment to the current budget. Mr. Hatch reported that general fund revenues are currently at 15% with expenditures below budgeted amounts; unexpended plant fund revenues, comprised of transfers from the general fund, are at 25% with only 7% expended; restricted fund revenues total \$600,000, expenditures total \$440,000; bookstore revenues in the auxiliary fund are at 71% and that additional adjustments will be made for October. Mr. Hatch concluded by reporting that net cash for all activities totals \$574,000.



4.B. – NPC CASO – Ina Sommers

Ina Sommers, CASO President, reported that CASO held a successful staff retreat at the Holbrook Fire Department and heard two excellent speeches on choosing to have a positive outlook and embracing change positively. Ms. Sommers reported that a survey of CASO members revealed that staff members want to be more involved in college decision making processes that affect the college and have more opportunities for professional development. Ms. Sommers reported that CASO has joined with the Faculty Association to create a salary negotiation team that will work through College Council to develop a salary proposal. Ms. Sommers reported that CASO will hold an annual meeting following spring convocation for the purposes of planning and election of officers. Ms. Sommers reported that campus office personnel and faculty members have struggled with the implementation of the eCampus online bookstore arrangement. Mr. Vest offered that problems involve the newness of the process, the unique and spread out nature of the college and its students, as well as specific vendor issues. Mr. Vest reported that college staff will meet with eCampus representatives next Friday to discuss process issues and concerns.

4.C. – NPC Faculty Association – Gary Mack

Gary Mack, NPC Faculty Association President, reported on the activities of faculty members. Mr. Mack reported that he will develop a first draft of a faculty senate constitution to be presented at the next Association meeting. Mr. Mack added that he and other faculty members will meet with President Swarthout to continue forward with the new shared governance proposal formulated last year. Mr. Mack reported that the Association spent significant time discussing eCampus issues and that the Association is working with student government and Mr. Vest to alleviate concerns. Mr. Mack reported that the Faculty Association compensation team met and voted unanimously to support rescinding the 2% pay decrease implemented last year.

4.D. – NPC Student Government Association – Jake Hinton

Mr. Romero reported SGA will vote on whether to continue a relationship with the Arizona Student Association which represents students from the three state universities, and this year, will seek to include community college students. Mr. Romero reported that SGA senators and students are working on preparations for annual Christmas parades in various communities. Mr. Romero reported that Shenell Harvey (Whiteriver), Carlyn Belone (LCC), Jennifer Lewis (LCC), Angel Cerritos (SCC), Joellen Noble (Hopi), Rieko Ford (St. Johns), Jean Hammond (Springerville/Eagar), John Stepp (WMC) and Rusty Yazzie (Kayenta) were selected to receive SGA netbook scholarships. Mr. Romero reported that SGA will meet next on November 19, 2010 at 2:00 p.m.

4.E. – NPC Foundation – Lance Chugg

No report.

Agenda Item 5: Consent Agenda

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

Consent Agenda (Action):

- A. October 19, 2010 Study Session Minutes
- B. October 19, 2010 Regular Board Meeting Minutes
- C. 2010-2011 Dual Enrollment Intergovernmental Agreement Between the Navajo County Community College District and Holbrook USD No. 3

Agenda Item 6: Old Business

None.



Agenda Item 7: New Business

7.A. – Request to Approve Title III NASNTI Grant Funding – Director Bishop

Director Bishop presented the staff recommendation to approve acceptance of Title III NASNTI grant funding for distance learning technology improvements totaling \$1,924,602.00 over five years as discussed in study session. Director Bishop explained that NPC's Equitable Access to Gainful Learning Experiences (EAGLE) grant proposal was selected to receive funding that would allow the college to use technology to better serve students by allowing the college to hire a Systems/Network Administrator and add technological infrastructure that will expand existing Internet bandwidth and creating necessary redundancy and support model classrooms as well as the implementation of virtual desktop infrastructure that will reduce ongoing computer maintenance costs and provide student access to computing resources that will serve to further their studies. Mr. Peaches moved to approve acceptance of the Title III NASNTI grant in the amount of \$1,924,602. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 8: Standing Business

8.A. – Enrollment Report – Vice President Vest

Mr. Vest presented the enrollment report to Board members and added that enrollment is down and largely due to a series of decisions the college made that negatively impacted enrollment. Mr. Vest reviewed a chart of recent historical enrollment levels and reported that the college has a fall enrollment level of 1852 full time student equivalency (FTSE). Mr. Vest identified segments of the student population that have contributed to the enrollment decline and include community education and Learning Cornerstone/Adult Basic Education. Mr. Vest added that the elimination of the tuition plateau has resulted in a 55 FTSE decline for fall 2010 compared to fall 2009. Mr. Vest reported that the primary driver for the decline is the implementation of a late registration fee which resulted in a 700 headcount decline in late registrations, mostly of part time students. Mr. Vest reported that the college is in the process of contacting spring 2010 non-returning students to find out why they did not continue their studies and the information will be available and presented to the Board after the beginning of the year. Mr. Vest outlined four other factors that have impacted enrollment which include: the freezing of staff lines, for budgetary reasons, in areas that would provide direct service to students; the movement away from a college operated bookstore to an electronic vendor; financial aid backlogs resulting from earlier financial aid disbursement dates, a doubling of aid applications, fewer financial aid staff and some already addressed process issues; and the movement away from financial aid refund checks to debit cards. Mr. Vest stated that he believes that the impact of the series of decisions made on enrollment is less than the effect of how students perceive the quality of service received at NPC. Mr. Vest stated that service to students must improve or students will not enroll at NPC.

Responding to a question from Chairman Jeffers, Mr. Hatch explained that the college will face state aid funding challenges as the federal maintenance of effort will expire and the only areas to significantly cut the budget are prisons, ACCHS, K-12 and higher education. Mr. Hatch added that NPC's decision to offer fewer courses and sections also negatively impacts enrollment. Mr. Hatch explained that the economic conditions of Navajo and Apache counties, prior to the economic downturn, have forced the college to make decisions that other institutions have not had to make such as decreasing staff compensation and closing a location. Financial Aid Director, Beulah Bob-Pennypacker, reported that Pell grants awarded currently total \$3.5 million which represents a huge increase when compared to last year's federal grant total of \$3.7 million.

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

Eric Bishop, SPASC Co-Chair, reported that SPASC continues to work on gathering input in preparation for making a recommendation to Dr. Swarhout regarding accreditation pathways following a formal vote at the December 3, 2010 SPASC meeting.



8.C. – Human Resources Update – Peggy Belknap

Peggy Belknap, Human Resources Director presented the Human Resources update for November.

8.D. – Employee of the Month Award – Peggy Belknap

Ms. Belknap announced that WMC Librarian Sherry French was selected as the August Employee of the Month and that she has picked Information Services Director Eric Bishop as her administrative victim. Mr. Bishop will help open the WMC library the Monday following the Thanksgiving break and will take Ms. French to lunch. Ms. Belknap announced that Student Records Evaluator Deena Gillespie was selected as the September Employee of the Month and has selected Vice President Vest as her administrative victim whose task will be to work in the records and registration office the first day of registration for the spring 2011 semester.

Agenda Item 9: President’s Report – Vice President Hatch

Mr. Hatch reported Dr. Swarhout did not have any specific items to report. Mr. Hatch reported that staff expect the agenda for the December Board meeting to be very light and asked the Board to consider the possibility of not holding a December meeting.

Agenda Item 10: Board Report/Summary of Current Events

Mr. Peaches reported that he was asked to attend an educational conference where he presented information about livestock issues between the Navajo tribe and the federal government in the 1930’s.

Agenda Item 11: Announcement of Next Regular Meeting: Tuesday, December 21, 2010.

Agenda Item 12: Adjournment

The meeting was adjourned at 12:14 p.m. upon a motion by Ms. Handorf, a second by Mr. Peaches, and a unanimous affirmative vote.

Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Shared Governance

Summary:

Over the last 1.5 years, the college has reviewed and revised Procedure 2125, Shared Governance. As a result of that effort, the president has approved a revised Procedure 2125. As Shared Governance is overseen by the District Governing Board, the revised Procedure 2125 is submitted to the Board for information purposes. The revised Shared Governance Procedure includes the following significant changes:

- A simplified Shared Governance committee structure
- Increased Shared Governance involvement on the part of students, staff and faculty
- Significantly increased transparency and accountability for all parties to Shared Governance
- More clearly defined pathways for communication between Shared Governance committees and with the college community



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Procedure 2125

Shared Governance

Northland Pioneer College embraces and supports the philosophy of shared governance. This procedure affirms the support of the NPC District Governing Board for the organization of an internal governance structure and appropriate standing committees.

Definition

Shared Governance is a collaborative model of decision-making. Under the Policies of the District Governing Board, administration, faculty, staff and students work as a community to further the mission and goals of the College. Shared governance means a shared responsibility on the part of all college community members to contribute to decisions about the institutional mission and budget priorities. It requires informed participation and cooperative action by all stakeholders, and an environment of transparency and trust.

Purpose

Shared Governance promotes and preserves a culture of collaboration and openness, improves the quality of decision-making, and leads to better learning outcomes. This procedure outlines the process by which constituents of the College provide review and input and defines appropriate authority of the respective governance bodies. Regular re-assessment and review of the procedure's effectiveness is encouraged—minor revisions and course adjustments may occur even yearly.

Shared Governance is based on:

- Trust, openness, and respect
- Participation and involvement
- Timely communication and feedback
- Flexibility and adaptability
- The free expression of dissent or minority views, which, once expressed, do not impede the progress of consensus or the decision-making process.

Implementation

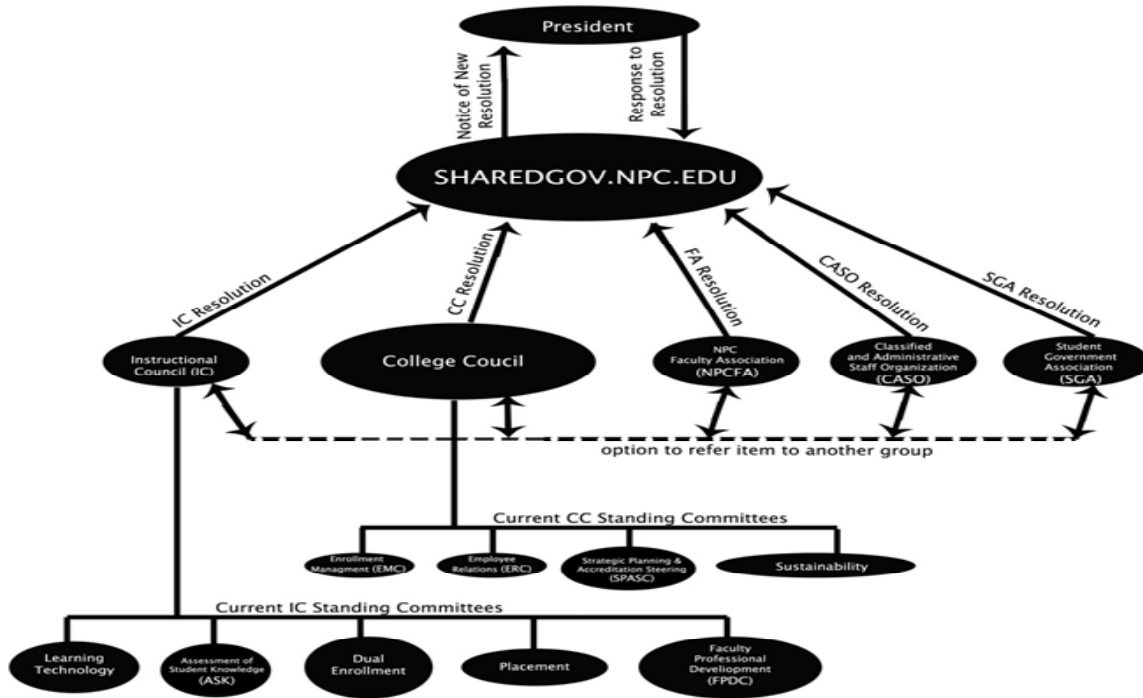
Shared Governance will include the following bodies, as expanded upon below: the President (and executive designees), College Council (CC), Instructional Council (IC), Faculty Association (NPCFA), Classified and Administrative Staff Organization (CASO), Student Government Association (SGA), and their respective standing committees.

The role of the District Governing Board and President are outlined in Policy 1210, which states: "The President shares responsibility for the total organization and administration of the college, with the Board, and has been delegated authority for administering the laws and policies governing the college. The Board authorizes the President to form such committees as the President deems necessary to assist in the operation of the college. "

Process

The sharedgov.npc.edu website is a space to which College Council (CC), Instructional Council (IC), Faculty Association (NPCFA), Classified Administrative Staff Organization (CASO), and Student Government Association (SGA) may post resolutions. A resolution is defined as a formal expression of opinion, voted on and passed by the majority of group membership.

The President will respond to resolutions in a timely manner (within six weeks), accepting, declining or referring to another body (to promote the purpose of shared governance). Resolutions will be listed by referring group and shall display the time of posting and the status of the response. The website will be accessible for viewing by the entire College community.



Component Bodies

College Council

College Council draws its membership from across the College (admin, faculty, staff, and students), and thus is the preferred vehicle for addressing issues that concern the College as a whole, such as mission clarification, institutional priorities, and budget.

Membership may include (but is not limited to) five faculty members appointed by the Faculty Association, five staff members appointed by CASO, five administrative staff, and two student representatives. Appointments are normally for two years. The Council meets monthly during the academic year, and at the final meeting in May elects a chair, vice-chair, and recorder to begin service upon election and for the following academic year.

Any college employee or organization may present an item or proposal to the Council for consideration as a resolution by the voting membership.

The standing committees of the College Council will include the Enrollment Management Committee, the Employee Relations Committee, the Sustainability Committee, and the Strategic Planning and Accreditation Steering Committee (SPASC).

Other subcommittees, standing or ad hoc, and any other rules for internal organization, may be determined within and for the Council as a separate entity. In particular, the duties, membership, and scope of SPASC may expand or contract in response to the demands of the accreditation cycle.

Employee Relations (ERC): Reviews and coordinates issues related to human resources

Enrollment Management (EMC): Reviews and coordinates issues related to enrollment

Sustainability (SC): Reviews and coordinates issues related to sustainability

Strategic Planning and Accreditation Steering (SPASC): Creates and maintains a College Strategic Plan for presentation annually to the District Governing Board; maintains the College's good standing with the Higher Learning Commission.

Instructional Council

The Instructional Council addresses issues of curriculum, academic standards, and instruction for the College.

Membership includes the Vice President for Learning and Student Services (who serves as Chair), two Deans, one Department Chair, and seven faculty members appointed by the Faculty Association with strong consideration given to insure diversity with regard to geographical location, academic discipline, and the division structure of the College. Non-voting membership includes the Head Librarian, the Director of Enrollment Services, and others invited by the Council to regularly participate. Appointments are normally for two years. The Council meets twice monthly during the academic year.

The standing committees of the Instructional Council will include Dual Enrollment, Placement, Learning Technologies, Professional Development, and Assessment of Student Knowledge (ASK).

Dual Enrollment: Reviews and coordinates issues related to dual enrollment. This committee is mandated by Arizona Statute 15-1821.01, and its purview includes all high-school related programs including NAVIT and Early College.

Placement: Reviews and coordinates issues related to placement

Learning Technologies: Reviews and coordinates issues related to learning technology

Professional Development: The faculty Professional Development committee reviews applications for funding of professional development for faculty.

ASK: Oversees the process of assessing student learning outcomes

Faculty Association

The Faculty Association may address any matters of concern to faculty, with the exception of the specifically curricular, instruction, and academic standards functions reserved for and governed through the Instructional Council.

Membership in the Faculty Association is open to all faculty members.

The Faculty Association meets once a month during the academic year, and at other times at the discretion of the FA President with appropriate notice, and at the final meeting in May elects a President, President-Elect, Secretary and Treasurer to begin service upon election and for the following academic year.

Classified and Administrative Staff Organization

CASO may address any matters of concern to staff. Any full- or part-time employee who is not (1) a regular faculty member or (2) who serves at the President's will is a member of CASO.

A team of representatives comprised of a minimum of two delegates from each campus location and a minimum of one delegate to represent the center locations determines the organization's priorities and activities in concert with the President, Vice President, Treasurer, and Secretary.

CASO meets monthly during the academic year.

Student Government Association

SGA represents all NPC students and advocates for issues that enhance their academic, social, and career development, by facilitating communication among students and with administration, faculty, and staff.

Membership in SGA consists of twelve members from the four campuses and one from each center. A student is defined as anyone registered and enrolled for NPC classes. The Director of Enrollment Services advises SGA. The Student Government Association appoints students to committees as appropriate.

Distance Education Guidelines

Summary:

Over the last 1.5 years, the Instructional Council of Northland Pioneer College has undertaken a thorough review of the institution's guidelines for distance education (defined as any delivery medium where students and instructor are in different locations). The new NPC Distance Education Guidelines are a positive, new framework for the college as it moves forward with increasing and new methods of distance delivery to our communities.



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Northland Pioneer College

Quality education you can afford.

Distance Education Guidelines and Best Practices Fall 2010

Distance Education Guidelines and Best Practices

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Acknowledgments

The Distance Education Guidelines and Best Practices document represents a collaborative effort among faculty, staff and administration. It reflects recommended current and future steps that should be followed to serve our students through distance education.

The Learning Technologies Sub-Committee Members

Gary Mack, Chair

Susan Acton

John Chapin

Ryan Jones

L. Zoe Payne

Michael Solomonson

Introduction

Northland Pioneer College Distance Learning

Northland Pioneer College (NPC) blazed new trails with distance learning in rural northeastern Arizona using interactive video and audio courses. By 2002, NPC Faculty, directed by an Internet Guidance Committee, added online instruction/learning to the College's distance learning programs.

The Learning Technologies Subcommittee was tasked with preparing a document outlining the guidelines and best practices for NPC's distance education program. The purpose of the document is to synthesize the many different directions that distance education has taken recently and to offer a clear vision of how to proceed. A driving force behind this committee's efforts is to insure that the Distance Education Program supports the educational mission of Northland Pioneer College.

The purpose of distance education at NPC is to provide high quality, student-centered, technologically-enhanced and/or delivered, post-secondary education that meets the needs of our students and communities. All distance education courses are taught by certified faculty, meeting the same high standards and prerequisites as their face-to-face, on-campus counterparts. All NPC policies and procedures for face-to-face, on-campus courses and programs are applicable to distance education programs. Policies and procedures specific to distance education programs may be proposed, reviewed, adapted, adopted, and implemented, as deemed necessary. Such policies and procedures will meet NPC's high standards, and no such policies and procedures will be counter to existing policies and procedures.

The goals of distance education at NPC are to:

1. Create and maintain courses that meet the academic rigor and standards of courses delivered on-site.
2. Develop and maintain an efficient support system for providing technical help services to all involved in distance education.
3. Encourage and reward innovation while maintaining consistently high standards.
4. Provide ongoing student support services for distance education students.

Definitions

Distance Education: In the Higher Education Opportunity Act of 2008, Congress defines distance learning as the "use of one or more technologies to deliver instruction to students who are separated from the instructor and to support regular and substantive interaction between the students and the instructor, either synchronously or asynchronously." Distance learning includes interactive video courses, interactive audio courses, web-enhanced or web-assisted courses, blended or hybrid courses, and online courses.

On-Line Courses: Online courses are courses which deliver most or all of the content online. Students are normally separated from the instructor, and these courses typically have no face-to-face meetings. At a minimum, online courses have two technology requirements: a) access to

a computer meeting minimum standards to operate software required by each course and b) Internet access. Individual courses may require access to additional technologies; these requirements will be stated clearly in the course syllabus and the information made available to students prior to the first day of class.

Hybrid Courses: Hybrid courses blend online and face-to-face delivery. Hybrid courses deliver a substantial proportion of the content online, typically use online discussions, and have a reduced number of face-to-face meetings.

Web-enhanced or Web-assisted Courses: Web-enhanced, also known as Web-assisted courses, use web-based technology to facilitate what is essentially a face-to-face course. All class meetings occur in the face-to-face format. These courses may utilize a course/learning management system (CMS/LMS) or web pages to post the syllabus, assignments, and course handouts. These courses may also utilize external websites for a variety of course-related purposes.

Traditional or Face to Face: These courses are delivered with or without utilization of instructional technology and internet access. Students and instructors meet regularly in a physical location for synchronous instruction.

Interactive Video Conference (IVC) Courses: IVC courses allow communication with remote sites of the class via two-way video and audio systems. All class meetings are conducted via the IVC system(s).

Interactive Audio (IA) Courses: IA courses allow communication with remote sites of the class via two-way audio systems. These courses are enhanced by the use of smart/white boards. All class meetings are conducted via the IA system(s).

Synchronous: Synchronous refers to activities that the learner does in real time, either alone or with other class participants and/or instructor(s).

Asynchronous: Asynchronous refers to student-centered, instructional methods which allow access to online resources and which facilitate information sharing spanning the boundaries of time and distance, making it possible for learners to work independently or collaboratively with peers and instructors without the need for all parties to be in the same place at the same time.

Virtual Campus: NPC is currently a college of multiple campuses, and as NPC develops more fully online courses and seeks to offer a seamless online student service center, this committee offers a definition of the virtual campus to be considered in NPC's future discussions of Distance Education Guidelines and Best Practices. A virtual campus is a campus environment in which learners, faculty and institutional administrative and technical staff mainly 'meet' or communicate through technological connections or links, sometimes using other open and distance learning approaches for students who are on campus, as well as those away from it. NPC's Virtual Campus will be a place where a considerable amount of and integrated use of distance education occurs, encompassing online offerings and support services, and created by the convergence of new, powerful instruction and communication technologies.

Virtual Learning Environment (VLE): A virtual learning environment (VLE is a software system designed to support teaching and learning.

Accessibility: Section 508, W3C, and WCAG:

"In 1998 the US Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals." (<http://www.w3.org/WAI/intro/accessibility>)

"An (X)HTML document that conforms to an (X)HTML specification is said to be valid. A document can be checked for validity with the W3C Markup Validation Service." (<http://www.w3.org/WAI/intro/accessibility>)

"Web Content Accessibility Guidelines (WCAG) are part of a series of Web accessibility guidelines published by the W3C's Web Accessibility Initiative. They consist of a set of guidelines on making content accessible, primarily for disabled users, but also for all user agents, including highly limited devices, such as mobile phones." (<http://www.w3.org/WAI/intro/accessibility>)

Recommended Institutional Responsibilities

NPC Issued Student Email

A student's NPC issued email address is the official form of contact from NPC to that student. All college information regarding the student's status with NPC will be sent to that account.

Discretion regarding required usage of students' NPC issued email accounts for classroom work and for contact with the instructor remains solely with individual faculty members. Effective fall 2010, all instructors will clearly indicate on each course syllabus which email account students may utilize for participation in any given course. If instructors choose to make it mandatory for students to use their NPC issued email accounts for course purposes, a statement to this effect will be noted prominently in the syllabus for each course to which the requirement applies.

Online Enrollment and Registration

NPC will institute a 100% online enrollment and registration system by fall semester 2010. This system will allow students to enroll, obtain a student ID and NPC email address, pay tuition, purchase textbooks, and register for classes online.

Looking to the future

The Faculty in Educational Technology will present a comprehensive vision for NPC's distance education program to the Instructional Council (IC) by spring semester 2011. The vision will address various aspects of technology, such as:

1. The role and recommended use of existing and emerging desktop conferencing solutions as distance education tools;
2. A thorough review and recommendation for use of existing and emerging distance learning platforms;
3. Expanding NPC's ability to adapt to emerging trends in learning by examining Web 2.0 technologies, audio and video communication, and social media tools;
4. Recommendation for the installation and use of electronic document software and other technologies that may affect general workflow and distance learning.

These technologies, when feasible, should be supported in-house rather than supported by external contractors.

Distance Education Workshop

A series of workshops geared for teachers wishing to enhance their skills in distance education will be developed by the Faculty in Educational Technology in collaboration with other NPC faculty members. These workshops will be offered by spring semester 2011. The workshops will initially be available to NPC faculty and instructors. In future semesters the workshops will be available as well as faculty and instructors at other institutions in the college service area. The workshops will encourage and facilitate a broad exchange of ideas and will improve our ability to network with teachers in the communities we serve.

Student Readiness

Distance learners will be offered an orientation to distance learning. This orientation module will be developed by the Faculty in Educational Technology in collaboration with other faculty members and will be in place by the fall 2011 semester. It is further suggested that IS personnel participate in module development, since IS supports both the student learners and the faculty, and having an interchange of ideas and insights from all perspectives will ultimately be beneficial to the distance teaching and learning process. The orientation module will be available to all faculty using technology for distance learning and it will be mandatory that all faculty teaching on-line, web-enhanced, or hybrid courses utilize relevant portions of the module in the introductory section of their course.

Instructor Readiness

Instructors who want to enhance their teaching skills in teaching distance education courses will be able to take workshops geared for this purpose.

Faculty members who wish to design, develop, and deliver online and hybrid courses should satisfy one or more of the following readiness requirements:

- Formal coursework or workshops completed in designing, developing and teaching (delivering) distance education courses, including any workshops on distance learning provided by the Faculty in Educational Technology. Workshops or coursework must include an accessibility component to meet the readiness requirement;

- Demonstrated success in developing and teaching courses in a distance learning environment, defined as developed courses meeting the Quality Matters rubric standard upon review by the Learning Technology Subcommittee and approval by the relevant dean to teach in a distance learning environment.

Instructor Support

NPC will provide resources that allow distance educators to design, develop and maintain distance education courses and to keep their distance education courses technologically current with state of the art advances in online course delivery. These resources will include:

- Faculty in Educational Technology;
- Help desk personnel;
- IS technicians;
- Workshops developed by the Faculty in Educational Technology and other faculty members, dynamic in nature and constantly being updated and revised will be in place by spring 2011 semester;
- Computer labs at each of the campuses and centers with appropriate hardware, software, and networking capabilities to enable instructors to use online learning systems in their classes will be in place by spring 2011 semester. The the appropriate dean and affected department chair(s) will work in concert to accomplish this stated goal; and,
- Library testing services.
- An electronic resource center, developed and maintained by the Faculty in Educational Technology, that addresses the theory and practice of effective distance learning pedagogy and instructional design/development

Curriculum Approval Process

All courses delivered at NPC will provide the highest quality learning opportunities for students, regardless of course delivery modality. Since the course curriculum and learning objectives of distance education courses are the same as their face-to-face counterparts, the course approval process will follow the standard guidelines set by the Instructional Council with the following exceptions.

All distance education courses will be designed under close consultation with the appropriate department chair, division dean and the Faculty in Educational Technology. However, the appropriate department chair and division dean will review, as with all academic courses, the justification and overall need of offering the distance education course.

All online courses must fully meet the Quality Matters rubric standards, as noted in the most current version of the Quality Matters evaluation piece.

All online courses must go through the following approval process before reaching the Instructional Council for final approval.

- The appropriate department chair and division dean will review, as with all academic courses, the justification and overall need of offering the online course.
- The prospective designer/developer will demonstrate professional fitness to the appropriate chair and division dean to design, develop and deliver the course online by satisfying one or more of the requirements as listed in the *Instructor Readiness* section of this document.
- A 3035 form for the proposed course will be approved by the Division Dean and forwarded to IC.
- The designer/developer will use the guidelines in the Quality Matters rubric to insure high quality content and effective instruction. The QM rubric serves two purposes:
 - 1) serves as a guide for designers/developers as they create their online courses;
 - 2) serves as an assessment tool for use by the Learning Technology Subcommittee
- Instructors will be responsible for content just as they are in face-to-face courses. The approval of course content will be a collaborative process within the specific department for which the course is being designed and developed.
- Once the course has been completed by the designer/developer, that person will then demonstrate the workings of the course to the Learning Technology Subcommittee. Again, the Quality Matters evaluation rubric will be the instrument used by this committee.
- The workflow of the online course development and evaluation process using Quality Matters will be as follows:
 1. The instructor will start with self evaluation using the QM-based evaluation worksheet (see attachment) and make final revisions if necessary;
 2. The instructor will submit the course design (syllabus and the URL to the fully-developed course site) to the Learning Technology Subcommittee (LTC) and Faculty in Educational Technology (FET) via email;
 3. An evaluation team consisting of the FET and two experienced online instructors; designated by LTC will review the course and assign points using the QM-based evaluation worksheet;
 4. An average score of 72 pts (or 85%) must be achieved to meet quality standards;
 5. If the quality standards are not met, recommendations will be made by the evaluation team to help the instructor improve the course;
 6. The FET will set a schedule to work with the instructor to make improvement accordingly;
 7. Repeat 1-4 as needed
- After receiving a favorable recommendation by the Learning Technology Subcommittee, the last step in this process is final approval by IC.

Course Management Software Standard

Course management software platforms to be used in delivering online and hybrid courses include all college supported web-based and other learning systems. For a complete list of the currently supported college learning systems, contact the Faculty in Educational Technology.

Intellectual Property Rights

Distance education course development and teaching will adhere to the college's current intellectual property rights procedure (Procedure 2140).

Facilities and Finances

NPC will possess the technical infrastructure and expertise required to offer distance education. The College's short- and long-term planning for viable and effective distance education will reflect adequate budgeting scenarios and shared governance decision-making procedures.

Recommended Faculty Responsibilities

Best Practices for Teaching Distance Education Courses

The guiding force behind a high quality distance education program is solid and consistent course content and objectives delivered by highly trained and competent faculty. The following list of best practices for teaching distance education courses will be adhered to by all faculty members:

- Faculty members will obtain adequate skill sets to conduct effective and high quality online classes. (See Instructor Readiness Requirements.)
- The online course content and objectives will be equal to the face-to-face courses. Course content, course objectives and assessment of learning outcomes will be outlined in the course syllabus.
- Faculty members will be available and respond to students in a timely manner in a reasonable timeframe. This timeframe will be determined by the instructor, department chair, and dean, and communicated to the student via the course syllabus.
- Faculty members will use college supported web-based learning systems, as well as related hardware (such as multifunction printers) for sending assignments, quizzes, take-home tests, handouts, etc., back and forth, whenever possible.
- All distance courses will be highly accessible, as measured by W3C validity, Section 508 compliance, and improving adherence to the WCAG.
- All copyright laws will be adhered to by distance education instructors.

- All course management logistics, such as log-in information, course rosters, etc., will be coordinated with the Faculty in Educational Technology and Information Services staff as needed.
- Because regular face-to-face contact between students and the teacher does not usually occur in distance education, detailed information must be provided to students related to the course content, methods of evaluation, deadlines, expectations, instructor contact information, netiquette, consequences of plagiarism, etc. This information must be provided in the course materials.

Recommended Student Support Services

- IS will provide a fully-featured web conferencing technology for conducting synchronous office hours for online students and instructors by spring semester 2011.
- Distance learners need to have equal access to informational, advising, research, counseling, registration, and business office-related resources as do on-site students. Online Student Services will include but not be limited to the following areas:
 1. Admissions and Records
 2. Course/Instructional Assessment
 3. Bookstore
 4. Business Office Services (online)
 5. Campus security
 6. Counseling
 7. ADA Compliant and Disability Resources
 8. Financial aid and scholarships
 9. Library
 10. Online security
 11. Orientation
 12. Registration
 13. Student government
 14. Technology help desk
 15. Testing services
 16. Tutorial center
 17. Veteran's services
- Distance learner orientation module developed by the Faculty in Educational Technology in collaboration with other faculty members will be in place by fall 2011.

- The Vice President of Learning and Student Services will establish an early warning system that will identify distance education students having either technical or academic challenges. This system will be effective by fall semester 2011.
- The Vice President of Learning and Student Services will establish a system for tracking retention rates for all distance education courses. This system will be in effect by fall semester 2011.

Recommended Evaluation and Assessment of Distance Education Courses

General Guidelines for Evaluating Distance Education Courses

Like on-site courses, distance education courses need to be evaluated periodically by peers and students. Online and hybrid courses will be evaluated for content and student achievement in a manner consistent with the evaluation of on-site courses. Online and hybrid courses also require a review for design and technical standards on a regular basis, given the evolving nature of learning and information technology. The Faculty in Educational Technology, in cooperation with the Learning Technologies Subcommittee, will review each online/hybrid course on a five year review cycle. The process of evaluation and improvement (if needed) will be identical to the review process for a new online or hybrid course.

Online Evaluation Method

The student online course evaluation tool already in place should be used as an integral part of the evaluation process of online courses. Instructional Council recommends the continued evaluation of online student course evaluation for all NPC courses.

Proposed Revision of Procedure 2720

Background:

The attached proposed procedure is a revision of the existing procedure on Reduction in Force and has been expanded to address adjustments in work hours and compensation and furloughs along with reduction in force. The revised procedure allows for increased flexibility with ongoing concerns about the State budget and general economic conditions.

Staff will review the proposed revisions to the procedure during the study session and answer questions.



Northland Pioneer College

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Procedure 2720

CHANGES IN TERMS OF EMPLOYMENT

A. Purpose

A change in terms of employment may consist of a reduction in force, a reduction in work hours, a reduction in compensation and/or a furlough. Such changes may be necessitated by a variety of circumstances, including but not limited to changes in or decreases to work requirements, reorganization, a decline in enrollment, elimination of educational or administrative services or programs, reduced funding or financial constraints.

B. Applicability

This procedure applies to all employees except for student employees, temporary employees, or probationary employees.

C. Procedure

1. If the President determines that a change in terms of employment is necessary, the President shall make a written recommendation for such a change to the Board. The recommendation shall identify the employees who would be affected by the recommended change in terms of employment. The President's recommendation should be designed to achieve any necessary savings with as little disruption to the College's mission as possible.
2. The change in terms of employment that is recommended by the President shall take effect on the date proposed by the President, which shall be at least ninety (90) days after the recommendation is submitted by the President to the Board, unless the Board rejects or modifies the recommendation prior to its effective date.
3. Employees who would be affected by the proposed change in terms of employment shall be given prompt notice of the President's recommendation. Those employees may submit written comments concerning the recommendation to the Board. Such comments should be submitted no later than ten (10) days prior to the meeting at which the Board is to consider the President's recommendation.
6. The Board shall consider the President's recommendation at a public meeting. The Board may allow a reasonable opportunity for public comment concerning the President's recommendation. The Board shall approve, modify or reject the President's recommendation within ninety (90) days from the date it is submitted to the Board by the President.

D. Procedures Applicable to a Reduction in Force

1. When a change in terms of employment consists of a reduction in force, during a one (1) year period from the date when an employee's employment was terminated, affected employees shall be considered on layoff status. Such employees shall be offered reemployment if suitable positions become available. If positions become available that could be filled by more than one employee on layoff status, the President shall determine

the order in which reemployment will be offered. An individual who is offered reemployment will have ten (10) working days within which to accept or decline the offer. To be entitled to an offer of reemployment, the affected employee must inform the College's Human Resources Department of his or her availability for work. The employee must also keep the Human Resources Department apprised of his or her current mailing address throughout the one (1) year period. Written notice of any offers of reemployment shall be sent to the most current address on file for the employee with the College's Human Resources Department. After one (1) year following the effective date of a layoff, the employee will have no further hiring priority rights.

2. Layoff status will impact the benefits of affected employees in the following ways:
 - a. Retirement service credit is not accrued during the layoff period.
 - b. Health benefits are covered to the extent permitted under COBRA regulations. If the employee elects to continue health coverage, he or she must pay the entire premium for the insurance, which will include both the employee's and the College's portion of the premium.
 - c. Annual or any other leave benefits are not accrued during the layoff period. Annual leave or any other leave benefits due at the beginning of the layoff period will be paid to the affected employee at normal paycheck distribution time following the date of layoff.
 - d. Sick leave is not accrued during the layoff period, but sick leave hours that have already accrued at the time the employee is placed on layoff status will be retained. Sick leave benefits may not be used during the layoff period.
 - e. Employees on layoff status and their eligible dependents may continue to participate in the employee tuition waiver program during the one (1) year period.
3. The Human Resources Department will assist employees on layoff status in finding new employment by providing outplacement counseling and services for three (3) months following the layoff.

Procedure 2720 Reduction in Force

A. Purpose and Definitions:

This procedure was developed to provide an orderly and equitable process for the reduction of staff if the College finds it necessary to reduce the work force.

Employees covered under this procedure are employees with a right to a continuing contract.

Circumstances that may require this procedure to be used to reduce personnel include:

- **General Enrollment Decline:** a minimum of three regular semesters of drastic and/or continuous enrollment decline in District, Campus or Center full time student equivalencies (FTSE) which may result in a condition of overstaffing affecting virtually all class sizes in all areas and/or other college functions/services offered.
- **Specific Program and/or Subject Area Enrollment Declines:** Drastic and/or continuous enrollment decline in specific program(s) and/or subject area(s) to the point where the cost per student educated becomes excessive for normal costs in that area. New programs that normally begin with lower than normal enrollments and which have not made positive gains toward acceptable enrollment levels over a three-year period also fall into this category.
- **Funding Reductions:** A significant reduction in funding from state, local tax levy, tuition, budget spending limitations, or any combination thereof.
- **Mandated Program/Course/Service Reduction:** The elimination of programs, courses or services due to directives from the District Governing Board, Legislature, and /or Arizona State agencies.

B. Procedure

1. If the College President determines a reduction in force is necessary, based on criteria from part A above, a written notice will be issued to the affected employee(s) of the College's intent to eliminate the position(s). This notification will include the reason(s) the College is eliminating the position(s) and the effective date of employment termination.
2. The affected employee(s) shall be entitled to a review of the decision by submitting a written request to the College President within five (5) working days of receipt of notice.
3. If a timely written request is received for review of the decision the College President will meet with the requestor within ten (10) working days to respond to the concerns and explore alternative options.

C. Criteria for Reduction of Personnel

Once a decision has been made to reduce a program/service the following criteria will be used to guide the order of personnel reduction within the affected program or service.

- Employment status
- Performance of duties
- Potential for reassignment to another available position
- Years of service

Regular full-time or part-time employment within consecutive fiscal years without a break in service will be counted towards years of service. Periods of employment that were temporary or unpaid leaves, except FMLA Leave, will not count toward accrued years of service.

D. Procedures Following Reduction in Force

During a one (1) year period from the date of termination, the affected employee is considered to be on layoff status and shall be offered reemployment in the same or similar position if one becomes available. The individual will have ten (10) working days in which to accept or decline the offer. To qualify for an offer of reinstatement, the released employee must inform the College's Personnel Office of their availability and current mailing address throughout the one (1) year period. After one (1) year following the effective date of termination the employee will have no hiring priority rights for College employment.

E. Effects on Benefits

Layoff status will impact the benefits of affected employees in the following ways:

1. Retirement service credit is not accrued during layoff period.
2. Health benefits are covered to the extent permitted under COBRA regulations. If the employee elects to continue health coverage they must pay the entire premium for insurance coverage.
3. Annual leave is not accrued during the layoff period. Annual leave benefits due at the beginning of the layoff period will be paid to the affected employee at normal paycheck distribution time following the date of layoff.
4. Sick leave is not accrued during the layoff period, but sick leave hours accrued at the time the employee is placed on layoff status will be retained for one year. Sick leave benefits may not be used during the layoff period.
5. Employees on layoff status and their eligible dependents may continue to participate in employee tuition waiver program during the one (1) year period.
6. Personnel office will assist the terminated employee, in finding new employment by providing position opening notices and other services as appropriate.

(Based on Policy #1595; rev 06/06)

Proposed Revisions to Employment Contracts

Background:

The proposed contracts are scheduled to replace current employee contract language at the beginning of the next contract period (July 1, 2011) and will allow the college increased flexibility with the current uncertain economic conditions, including ongoing concerns about the State budget.

Staff will review the changes in the proposed employment contracts from the current employment contracts. Both versions of each class of contracts are attached.



Northland Pioneer College

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**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/NORTHLAND PIONEER COLLEGE
2010-2011 Faculty Employment Contract**

Employee: _____

This Contract is entered into by Navajo County Community College District/Northland Pioneer College ("College"), a political subdivision of the State of Arizona, and the Employee identified above ("Employee").

1. Employment; term and termination. College hereby employs Employee, and Employee hereby agrees to be employed by College, on the terms set forth in this Contract.

Job title: _____ Location: _____

Department: _____ Type: Faculty Contracted for 30 Credit Hours Annually

Salary Schedule: _____ Base Salary: _____

Start Date: _____ End Date: _____

Employee shall not be entitled to any renewal or extension of this Contract except to the extent expressly provided in College Policies and Procedures.

2. Duties. Employee shall perform the duties described in the attached job description. Employee shall perform such additional and different duties as may be assigned. Employee shall comply with all applicable College Policies and Procedures as they exist at the time this Contract is signed and as they may be supplemented, revised or amended during the term of this Contract.

3. Compensation.

(a) In addition to the base salary set forth above, Employee shall receive such employee benefits as may be established by College Policy and Procedure for employees in Employee's position.

(b) If Employee believes a mistake has been made in Employee's placement on the salary schedule, Employee shall have fifteen (15) working days from the effective date of this Contract to notify College of the perceived mistake. If College finds an error concerning placement on the salary schedule, College shall notify Employee and a payment schedule will be set up to correct any such error.

(c) The Base Salary specified above may be reduced due to changed circumstances in accordance with Procedure 2720. Employee shall be given not fewer than ninety (90) calendar days' notice of any such change. In the event that Employee finds a proposed or implemented salary reduction, change of work hours, furlough or change of work location unacceptable, Employee may resign with thirty days' prior notice.

(d) If Employee takes leave time in excess of that for which Employee is eligible under College Policy and Procedure, or is absent without permission or in violation of College Policy and Procedure, a pro-rata reduction shall be made in the amount of compensation due.

4. Conditions. This Contract must be signed and returned within fifteen (15) calendar days from the date it is received by Employee. This contract is also conditioned upon Employee's being in compliance with applicable immigration laws and upon College's receiving satisfactory confirmation thereof pursuant to A.R.S. § 23-214 or any successor statute. This contract may be voided by College if either of these conditions is not satisfied.

5. Conflict of interest. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

6. Entire Agreement. This Contract, the attached job description and such applicable employee benefits as may be established by College Policy and Procedure constitute the entire agreement between the parties. Any prior or contemporaneous agreements, whether written or oral, are superseded by execution of this Contract. To be effective, any subsequent amendment or addendum to this Contract must be in writing and must be signed by both parties.

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/
NORTHLAND PIONEER COLLEGE
PRESIDENT**

SIGNATURE: _____

Date: _____

EMPLOYEE

SIGNATURE: _____

Date: _____

DRAFT

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/NORTHLAND PIONEER COLLEGE
2010-2011 Staff employment Contract**

Employee: _____

This Contract is entered into by Navajo County Community College District/Northland Pioneer College ("College"), a political subdivision of the State of Arizona, and the Employee identified above ("Employee").

1. Employment; term and termination. College hereby employs Employee, and Employee hereby agrees to be employed by College, on the terms set forth in this Contract.

Job title: _____ Location: _____

Department: _____ FTE: _____ Type: _____

Salary Schedule: _____ Base Salary: _____

Start Date: _____ End Date: _____

Employee shall not be entitled to any renewal or extension of this Contract except to the extent expressly provided in College Policies and Procedures. Should Employee wish to resign from employment with the College during the term of this contract, Employee must provide the College with at least thirty (30) days' prior notice.

2. Duties. Employee shall perform the duties described in the attached job description. Employee shall perform such additional and different duties as may be assigned. Employee shall comply with all applicable College Policies and Procedures as they exist at the time this Contract is signed and as they may be supplemented, revised or amended during the term of this Contract.

3. Compensation.

(a) In addition to the base salary set forth above, Employee shall receive such employee benefits as may be established by College Policy and Procedure for employees in Employee's position.

(b) If Employee believes a mistake has been made in Employee's placement on the salary schedule, Employee shall have fifteen (15) working days from the effective date of this Contract to notify College of the perceived mistake. If College finds an error concerning placement on the salary schedule, College shall notify Employee and a payment schedule will be set up to correct any such error.

(c) The Base Salary specified above may be reduced due to changed circumstances in accordance with Procedure 2720. Employee shall be given not fewer than ninety (90) calendar days' notice of any such change. In the event that Employee finds a proposed or implemented salary reduction, change of work hours, furlough or change of work location unacceptable, Employee may resign pursuant to paragraph 1.

(d) If Employee takes leave time in excess of that for which Employee is eligible under College Policy and Procedure, or is absent without permission or in violation of College Policy and Procedure, a pro-rata reduction shall be made in the amount of compensation due.

4. Conditions. This Contract must be signed and returned within fifteen (15) calendar days from the date it is received by Employee. This contract is also conditioned upon Employee's being in compliance with applicable immigration laws and upon College's receiving satisfactory confirmation thereof pursuant to A.R.S. § 23-214 or any successor statute. This contract may be voided by College if either of these conditions is not satisfied.

5. Conflict of interest. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

6. Entire agreement. This Contract, the attached job description and such applicable employee benefits as may be established by College Policy and Procedure constitute the entire agreement between the parties. Any prior or contemporaneous agreements, whether written or oral, are superseded by execution of this Contract. To be

effective, any subsequent amendment or addendum to this Contract must be in writing and must be signed by both parties.

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/
NORTHLAND PIONEER COLLEGE
PRESIDENT**

SIGNATURE: _____

Date: _____

EMPLOYEE

SIGNATURE: _____

Date: _____

DRAFT

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/NORTHLAND PIONEER COLLEGE
2010-2011 Administrator Employment Contract**

Administrator: _____

Job Title: _____ Location: _____

This Contract is entered into by Navajo County Community College District/Northland Pioneer College ("College"), a political subdivision of the State of Arizona, and _____ ("Administrator").

1. **Employment; term and termination.** College hereby employs Administrator, and Administrator hereby agrees to be employed by College, for a period commencing on _____, 2011, and ending on _____, 2012. Administrator shall not be entitled to any renewal or extension of this Contract. Should Administrator wish to resign from employment with the College during the term of this contract, Administrator must provide the College with at least thirty (30) days' prior notice.

2. **Duties.** Administrator shall perform the duties described in the attached job description. Administrator shall perform such additional and different duties as may be assigned. Administrator shall comply with all applicable College Policies and Procedures as they exist at the time this Contract is signed and as they may be supplemented, revised or amended during the term of this Contract.

3. **Compensation.** Administrator's Base Salary shall be \$_____. In addition, Administrator shall receive such employee benefits as may be established by College Policy and Procedure for employees in Administrator's position. The Base Salary specified above may be reduced due to changed circumstances in accordance with Procedure 2720. Administrator shall be given not fewer than ninety (90) calendar days' notice of any such change. In the event that Administrator finds a proposed or implemented salary reduction, change of work hours, furlough or change of work location unacceptable, Administrator may resign pursuant to paragraph 1.

4. **Conditions.** This Contract must be signed and returned within fifteen (15) calendar days from the date it is received by Administrator. This contract is also conditioned upon Administrator's being in compliance with applicable immigration laws and upon College's receiving satisfactory confirmation thereof pursuant to A.R.S. § 23-214 or any successor statute. This contract may be voided by College if either of these conditions is not satisfied.

5. **Conflict of interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

6. **Entire agreement.** This Contract, the attached job description and such applicable employee benefits as may be established by College Policy and Procedure constitute the entire agreement between the parties. Any prior or contemporaneous agreements, whether written or oral, are superseded by execution of this Contract. To be effective, any subsequent amendment or addendum to this Contract must be in writing and must be signed by both parties.

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT/
NORTHLAND PIONEER COLLEGE
PRESIDENT**

SIGNATURE: _____

Date: _____

ADMINISTRATOR

SIGNATURE: _____

Date: _____

**Northland Pioneer College
Navajo County Community College District
Offer of Employment
Faculty**

Northland Pioneer College, Navajo County Community College District, does hereby notify that you are offered employment with Northland Pioneer College as _____ with your home base at _____. Your services will be required in the above position from _____ to _____.

Your salary will be _____. Said sum to be payable in equal semi-monthly installments throughout the contract period. The salary and benefits as approved by the District Governing Board will be followed for this position.

Placement on the Faculty Salary Schedule (if applicable): **Step:** _____ **Grade:** _____

This Offer of Employment must be accepted by signing this original contract and returning it to the Human Resources (HR) office in the provided, postage-paid envelope, by _____. By acceptance of this offer, the employee agrees to abide by and be subject of the laws of Arizona, and the rules, regulations and policies of the District Governing Board of this institution.

HR will document the receipt of the contract, the Disclosure of Substantial Interest (Conflict of Interest) form, and the required Arizona Tax Withholding (A-4) form. A copy of your contract will be mailed to you as verification that it has been received by the HR department.

In witness whereof, Northland Pioneer College, Navajo County Community College District, has by its President, hereunto subscribed its name at the city of Holbrook on _____.

Dr. Jeanne Swarthout, Ph.D.
President, Northland Pioneer College

Acceptance of Offer

I accept the above offer of employment and the terms and conditions thereof, and will report for duty as directed. I am aware that it is my responsibility to ensure that my credentials are registered in the Human Resources Office of the College.

Office Use Only

Signature _____

Address _____

City, State, Zip Code _____

Phone: _____

Social Security Number: _____
\$ _____ paid from account(s):

100% from acct #:
% from acct #:

Returned to HR Office: _____

**Northland Pioneer College
Navajo County Community College District
Offer of Employment
Non-Exempt**

Northland Pioneer College, Navajo County Community College District, does hereby notify that you are offered employment with Northland Pioneer College as _____.
This offer of employment is based on satisfactory completion of any applicable probationary period as specified in College Procedure 2704. This contract covers the period from _____ to _____.

Your salary will be \$_____. Said sum to be payable in equal semi-monthly installments throughout the employment period, from _____ through _____. The salary and benefits as approved by the District Governing Board (DGB) will be followed for this position.

Placement on the Non-Exempt Salary Schedule: **Level:** _____ **Step:** _____ **Grade:** _____

This Offer of Employment must be accepted by signing this original contract and returning it to the Human Resources (HR) office. By acceptance of this offer, the employee agrees to abide by and be subject of the laws of Arizona, and the rules, regulations and policies of the District Governing Board of this institution.

HR will document the receipt of the contract and then a copy of it will be mailed to you as verification that it has been received by the HR department.

In witness whereof, Northland Pioneer College, Navajo County Community College District, has by its President, hereunto subscribed its name at the City of Holbrook on _____.

40 hours per week. Based on an annual salary of \$_____.

Dr. Jeanne Swarhout, Ph.D.
President, Northland Pioneer College

Acceptance of Offer

I accept the above offer of employment and the terms and conditions thereof, and will report for duty as directed.

Signature

Address

City, State, Zip Code

Phone: _____

Office Use Only

()

Social Security Number: _____

\$paid from account(s):

100% from acct #:

Returned to HR Office: _____

**Northland Pioneer College
Navajo County Community College District
Offer of Employment
Exempt**

Northland Pioneer College, Navajo County Community College District, does hereby notify that you are offered employment with Northland Pioneer College as _____ with your home base at _____. This offer of employment is based on satisfactory completion of any applicable probationary period as specified in College Procedure 2704. This contract covers the period from _____ to _____.

Your salary will be \$_____. Said sum to be payable in equal semi-monthly installments throughout the contract period. The salary and benefits as approved by the District Governing Board will be followed for this position.

Placement on Exempt Salary Schedule at level: _____.

This Offer of Employment must be accepted by signing this original contract and returning it to the Human Resources (HR) office in the provided, postage-paid envelope, by. By acceptance of this offer, the employee agrees to abide by and be subject of the laws of Arizona, and the rules, regulations and policies of the District Governing Board of this institution.

HR will document the receipt of the contract, the Disclosure of Substantial Interest (Conflict of Interest) form, and the required Arizona Tax Withholding (A-4) form. A copy of your contract will be mailed to you as verification that it has been received by the HR department.

In witness whereof, Northland Pioneer College, Navajo County Community College District, has by its President, hereunto subscribed its name at the City of Holbrook on _____.

Dr. Jeanne Swarthout, Ph.D.
President, Northland Pioneer College

Acceptance of Offer

I accept the above offer of employment and the terms and conditions thereof, and will report for duty as directed. I am aware that it is my responsibility to ensure that my credentials are registered in the Human Resources Office of the College.

Signature

Address

City, State, Zip Code

Phone: _____

Office Use Only

()

Social Security Number: _____

\$paid from account(s): _____

100% from acct #:

0% from acct #:

Returned to HR Office: _____

**Northland Pioneer College
Navajo County Community College District
Offer of Employment
Administrator**

Northland Pioneer College, Navajo County Community College District, does hereby notify that you are offered employment with Northland Pioneer College as _____ to serve full time. Your services will be required district wide in the above named position from _____ to _____. Your office will be at _____ in _____. This position serves at the pleasure of the College President and you may be terminated for any reason at any time, but if terminated before the end of your contract term you will be entitled to the unpaid balance of your salary and benefits. You do not have a right to a continuing contract in this position.

Your salary will be _____. Said sum to be payable in equal semi-monthly installments throughout the contract period. The salary and benefits as approved by the District Governing Board will be followed for this position.

Placement on Exempt Salary Schedule at level: _____

This Offer of Employment must be accepted by signing this original contract and returning it to the Human Resources (HR) office in the provided, postage-paid envelope, by _____. By acceptance of this offer, the employee agrees to abide by and be subject of the laws of Arizona, and the rules, regulations and policies of the District Governing Board of this institution.

HR will document the receipt of the contract, the Disclosure of Substantial Interest (Conflict of Interest) form, and the required Arizona Tax Withholding (A-4) form. A copy of your contract will be mailed to you as verification that it has been received by the HR department.

In witness whereof, Northland Pioneer College, Navajo County Community College District, has by its President, hereunto subscribed its name at the City of Holbrook on _____.

Dr. Jeanne Swarthout, Ph.D.
President, Northland Pioneer College

Acceptance of Offer

I accept the above offer of employment and the terms and conditions thereof, and will report for duty as directed. I am aware that it is my responsibility to ensure that my credentials are registered in the Human Resources Office of the College.

Office Use Only

Signature

Address

City, State, Zip Code

Phone: _____

()

Social Security Number: _____
paid from account(s): _____

100% from acct #:
% from acct #:

Returned to HR Office: _____

Request to Approve Open Pathway for Accreditation

Recommendation:

The Strategic Planning and Accreditation Steering Committee (SPASC) recommends approval of Northland Pioneer College's selection of the Open Pathway for Accreditation with the Higher Learning Commission.

Summary:

After careful consideration of the two alternatives (AQIP and Open Pathway) to Higher Learning Commission accreditation and with consultation with employees of the institution, the Strategic Planning and Accreditation Steering Committee recommends that the college select the Open Pathway. SPASC has reviewed the alternatives carefully, brought an HLC expert to the college to present on the Open Pathway and measured the college's ability to respond to each alternative. SPASC finds that the institution is well-prepared to undertake the Open Pathway, even while many of the processes of Open Pathway are still under development at the Higher Learning Commission.



Northland Pioneer College

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Northland Pioneer College

December 8, 2010

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

Dear Dr. Swarthout:

On behalf of the Strategic Planning and Accreditation Steering Committee of Northland Pioneer College, we are pleased to forward a very important recommendation to your office regarding the future of our institution.

SPASC recommends that the college should start the process of transitioning to the Open Pathway model of accreditation offered by the Higher Learning Commission.

Sincerely,

Eric Bishop
Director of Information Services
Co-Chair, SPASC

Mary Mathias
Faculty in Art
Co-Chair, SPASC

Quality education you can afford.

Request to Approve 2011-12 Budget Development Calendar

Recommendation:

Staff recommends approval of the 2011-2012 Budget Development Calendar as submitted.

Summary:

Staff will provide an overview of proposed budget development for 2011-2012. The attached calendar will be discussed, along with revenue and expenditure trends. Staff will seek Board input and guidance.



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BUDGET DEVELOPMENT CALENDAR

FISCAL YEAR 2011 – 2012

| ACTIVITY | RESOURCE | DUE BY |
|---|-----------------|-------------|
| 1. Receive overview and schedule | DGB | 18 January |
| 2. Prepare revenue estimates | Hatch/Ellison | 4 February |
| 3. Departmental budget material distributed | Ellison | 11 February |
| 4. Receive tuition and fee schedules | DGB | 15 February |
| 5. Departmental budgets received | Executive Team | 1 March |
| 6. Executive review of budget | Executive Team | 7 March |
| 7. Tuition and fee schedules approved | DGB | 15 March |
| 8. Receive preliminary budget analysis | DGB | 15 March |
| 9. Receive wage and salary recommendation | DGB | 15 March |
| 10. Budget hearings | Budget Managers | 18 March |
| 11. Receive complete budget analysis | DGB | 19 April |
| 12. Approve budget publication | DGB | 19 April |
| 13. Approve salary schedules | DGB | 19 April |
| 14. Tentative budget adopted | DGB | 19 April |
| 15. Notice of budget public hearing/TNT hearing first published | Hatch/Ellison | 29 April |
| 16. Notice of TNT hearing second publication | Hatch/Ellison | 6 May |
| 17. Notice of budget public hearing/TNT hearing final publication | Hatch/Ellison | 11 May |
| 18. Public hearing conducted for taxpayers | DGB | 17 May |
| 19. Final budget adopted | DGB | 17 May |
| 20. Notify PTOC of the amount of the primary property tax levied | Hatch/Ellison | 18 May |
| 21. Submit Tax levy to Navajo County | Hatch/Ellison | 18 May |

March 21 – 25 Spring Break

May 14 Commencement

May 30 Memorial Day

Request to Approve Acceptance of Nursing Grant

Recommendation:

Staff recommends acceptance of a Health Resources and Service Administration Nursing scholarship grant in the amount of \$30,000.

Summary:

Supported by HRSA (Health Resources and Service Administration), the scholarship program provides scholarships to full-time, financially needy students from disadvantaged backgrounds, enrolled in health professions and nursing programs. Participating schools are responsible for selecting scholarship recipients, making reasonable determinations of need, and providing scholarships that do not exceed the cost of attendance (tuition, reasonable educational expenses and reasonable living expenses). An individual from a disadvantaged background is defined as one who comes from an environment that has inhibited the individual from obtaining the knowledge, skill, and abilities required to enroll in and graduate from a health professions school, or from a program providing education or training in an allied health profession; or comes from a family with an annual income below a level based on low income thresholds according to family size published by the U.S. Bureau of Census. This HRSA scholarship program addresses the nation's registered nurse shortage by supporting nurse education, practice and retention.

NPC last administered this program in spring 2009 and learned these funds made a significant difference in the ability of students to focus on schoolwork by providing funds to offset transportation, childcare, and living expenses. We are very excited about having the opportunity to identify and assist a new group of potential nurses.



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System Message: The HRSA EHBs will be undergoing a major system upgrade on Friday, December 17th starting at 5:00 P.M. EST. The system will be unavailable from 5:00 P.M. on Friday, December 17th through 5:00 P.M. on Sunday, December 19th. This notice will disappear once the upgrade has been completed. We apologize for any inconvenience and appreciate your patience during this downtime.

Print

Close Window

PREVIEW NGA

[Award Email](#) | [NGA](#) | [Terms and Conditions](#)

| 1. DATE ISSUED: 6/14/2010 | | 2. PROGRAM CFDA: 93.925 | | DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Public Law 105-392, Title VII Section 737 of the Public Health Service Act (42 U.S.C. 293a) American Recovery and Reinvestment Act of 2009 Public Health Service Act, Title VII, Section 737 | | | | | | | | |
|---|-------------------------------------|--------------------------------|--|---|------|-------------|------|-------------|----------------|--|--|--|
| 3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded. | | | | | | | | | | | | |
| 4a. AWARD NO.: 1 T08HP18657-01-00 | 4b. GRANT NO.: T08HP18657 | 5. FORMER GRANT NO.: | | | | | | | | | | |
| 6. PROJECT PERIOD: FROM: 07/01/2010 THROUGH: 06/30/2011 | | | | | | | | | | | | |
| 7. BUDGET PERIOD: FROM: 07/01/2010 THROUGH: 06/30/2011 | | | | | | | | | | | | |
| 8. TITLE OF PROJECT (OR PROGRAM): Scholarships for Disadvantaged Students | | | | | | | | | | | | |
| 9. GRANTEE NAME AND ADDRESS: Navajo County Community College District PO BOX 610 Holbrook AZ 86025-0610 | | | 10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPLE INVESTIGATOR) Debra McGinty Navajo County Community College District Nursing and Allied Health PO BOX 610 Holbrook AZ 86025-0610 | | | | | | | | | |
| 11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation | | | 12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: | | | | | | | | | |
| a. Salaries and Wages: \$0.00 b. Fringe Benefits: \$0.00 c. Total Personnel Costs: \$0.00 d. Consultant Costs: \$0.00 e. Equipment: \$0.00 f. Supplies: \$0.00 g. Travel: \$0.00 h. Construction/Alteration and Renovation: \$0.00 i. Other: \$0.00 j. Consortium/Contractual Costs: \$0.00 k. Trainee Related Expenses: \$0.00 l. Trainee Stipends: \$0.00 m. Trainee Tuition and Fees: \$0.00 n. Trainee Travel: \$0.00 o. TOTAL DIRECT COSTS: \$30,000.00 p. INDIRECT COSTS: (Rate: % of S&W/TADC) \$0.00 q. TOTAL APPROVED BUDGET: \$30,000.00 i. Less Non-Federal Share: \$0.00 ii. Federal Share: \$30,000.00 | | | a. Authorized Financial Assistance \$30,000.00 This Period b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Awards (s) This Budget Period \$0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$30,000.00 | | | | | | | | | |
| | | | 13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) | | | | | | | | | |
| | | | <table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">Not Applicable</td> </tr> </tbody> </table> | | YEAR | TOTAL COSTS | YEAR | TOTAL COSTS | Not Applicable | | | |
| YEAR | TOTAL COSTS | YEAR | TOTAL COSTS | | | | | | | | | |
| Not Applicable | | | | | | | | | | | | |
| | | | 14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00 | | | | | | | | | |

15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

A=Addition B=Deduction C=Cost Sharing or Matching D=Other

[A]

Estimated Program Income: \$0.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached Yes No)

IMPORTANT: All expenditures must comply with terms #3 and #4 on page 2 (Program Specific). Make no expenditures until reading these terms. Refer to the terms and conditions to view the details.

Electronically signed by John Gallicchio, Grants Management Officer on : 6/14/2010 3:13:47 PM

| | | |
|-----------------------------|------------------------------------|---------------------------------------|
| 17.OBJ. CLASS: 41.25 | 18.CRS-EIN: 1860277526A1 | 19.FUTURE RECOMMENDED FUNDING: |
|-----------------------------|------------------------------------|---------------------------------------|

| FY-CAN | CFDA | DOCUMENT NO. | AMT. FIN. ASST. | AMT. DIR. ASST. | SUB PROGRAM CODE | SUB ACCOUNT CODE |
|------------|--------|--------------|-----------------|-----------------|------------------|------------------|
| 10-3765516 | 93.925 | T08HP18657A0 | \$30,000.00 | \$0.00 | 81 | N/A |

Close Window

Request to Approve an Intergovernmental Agreement with Navajo County

Recommendation:

Staff recommends approval of the Intergovernmental Agreement with Navajo County.

Summary:

The proposed agreement will allow NPC and Navajo County to share network resources in a way that benefits both parties to serve our constituents while creating opportunities for cost savings as well. There are several projects that the County is currently pursuing that will realize the benefit of such an agreement and NPC Staff see a potential benefit for the College as well in the future.



Northland Pioneer College

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**INTERGOVERNMENTAL AGREEMENT BETWEEN NAVAJO COUNTY
AND NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
REGARDING NETWORK RESOURCE SHARING**

Navajo County (“County”) and Navajo County Community College District (“District”) enter into the following Intergovernmental Agreement.

Recitals

- A. The Parties are authorized to enter into this Agreement by A.R.S. § 11-952.
- B. Both County and District serve residents throughout Navajo County. Both County and District rely on information technology in connection with providing their respective services.
- C. County and District wish to share the use of certain information technology network facilities (“network facilities”) so as to more efficiently use public funds and enhance the services provided to the public.

Agreement

The Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement by this reference.

2. Sharing Facilities. The parties may share network facilities on a consensual basis.

2.1 Consent and Withdrawal of Consent. Neither party shall have any right to use the other’s facilities without the other’s prior consent. Consent to use another’s facility shall be confirmed in writing and shall not be valid unless so confirmed. A party’s consent to shared use of its facilities may be withdrawn with six (6) months’ prior notice unless the parties have otherwise agreed in writing. In the event that one party’s use of another’s facility is causing material disruption of or interference with the owner’s use of that facility, consent to the use of the facility may be withdrawn without prior notice.

2.2 Separation of Network Traffic. Each party will keep its network traffic separate, using mutually agreed Virtual LAN(s) definitions.

2.3 Confidentiality. Each party will maintain the confidentiality of the other’s data and business practices to the extent permitted by law.

3. Term and Termination. This Agreement shall be effective upon approval by both the County’s Board of Supervisors and the District’s Governing Board. This Agreement shall have a

term of one (1) year.

3.1 Renewals. Each year, on the anniversary of the effective date of this Agreement, the Agreement shall be automatically renewed for an additional period of one year unless either party provides the other with six (6) months' prior notice that the Agreement will not be renewed.

3.2 Termination. Either party may terminate this Agreement at any time, with or without cause, with six (6) months' prior notice to the other party of its intent to do so. Either Party may terminate this Agreement immediately for the reasons stated in A.R.S. § 38-511.

4. Manner of Financing. Neither party shall impose any charge on the other for the use of a shared facility. Each party shall pay its own expenses in connection with the performance of this Agreement. Each party shall be responsible for maintaining its own budget in connection with the performance of this Agreement.

5. Disposition of Property. Upon termination of this Agreement, each party will retain its own property

6. Damage to Facilities or Property. Each party shall pay for the repair of any damage, beyond ordinary wear and tear, caused to the other party's facility by virtue of that party's use.

7. Legal Relationships. This Agreement is not intended to, nor does it, create the relationship of agent, servant, employee, partnership, joint venture, association or joint powers authority.

8. Indemnification. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other party and its officials, officers, agents, and employees from liability for damages resulting from injury, death, property damage or economic loss suffered by any person as a result of the negligent or wrongful act or omission of the party or the party's official, officer, agent, or employee, arising out of the party's performance under this Agreement.

9. Notice. Each Party will notify the other of any changes of address that would require any notice or delivery to be directed to another address. Any notice required or allowed to be given under this Agreement shall be deemed properly delivered if sent by electronic mail or mail to:

For Navajo County:

Information Technology Director
100 East Carter Drive
Holbrook, AZ 86025
(928) 524-4400

For Navajo County Community College District:

Director of Information Services
PO Box 610

Holbrook, AZ 86025
(928) 524-7400

10. Assignment and Delegation Prohibited. Neither party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason or for no reason.

11. No Third Party Beneficiaries. Only the parties may enforce this Agreement. The parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries of this Agreement.

12. Complete Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to its subject.

13. Choice of Law and Jurisdiction. This Agreement shall be construed according to Arizona law. The jurisdiction and venue for any action relating to this Agreement shall lie only in Navajo County, Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

NAVAJO COUNTY

By _____
Chairman, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Approved as to form and authority:

County Attorney

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By _____
Chairman, Governing Board

Attest:

Clerk of the Governing Board

Approved as to form and authority:

Attorney for the Governing Board

Request to Approve a Land Lease Agreement with the White Mountain Apache Tribe

Recommendation:

Staff recommends approval of the Land Lease agreement with the White Mountain Apache Tribe.

Summary:

The proposed lease permits NPC to utilize parcels of land located at McKay's Peak and Whiteriver Ridge in order to provide network services to the Whiteriver Center.

The proposed lease is a continuation of the existing relationship between NPC and WMAT and will replace an expired lease while providing a new term of seven years with an option to extend for an additional five years. The lease rate starts at \$7,200 per year and increases by 2.5% per year thereafter. The new lease also increases the amount of space available at each site to reflect past additions at each location and to accommodate future growth.



Northland Pioneer College

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Land Lease Agreement

This Land Lease Agreement (the "Lease") is entered into this ____ day of ____, 2010, by and between the White Mountain Apache Tribe ("Tribe" or "Lessor"), and Navajo County Community College District, an Arizona community college district, doing business as Northland Pioneer College ("Lessee").

RECITALS

The Tribe owns the parcels of land (the "Property") the legal descriptions of which are:

McKay's Peak

500 Sq. feet on McKay's Peak located at the intersection of Latitude 33° 58" 30' and Longitude. 109° 47" 15'

Whiteriver Ridge

1000 Sq. feet on Whiteriver Ridge located at the intersection of Latitude 33° 25" 30' and Longitude 109° 47" 52'.

Now, therefore, for good and valuable consideration and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. **Lease Property.** Pursuant to the terms and conditions provided herein, the Tribe leases to Lessee the Property for the purpose of constructing and maintaining microwave towers.
2. **Term.** The initial term of this Lease shall be for seven (7) years, commencing on February 1, 2011 and ending on February 1, 2018. Provided that Lessee is not in default under this Lease during the original term, Lessee shall have the option to extend this Lease for one additional term of five (5) years by providing written notice to the Tribe not less than one hundred twenty (120) days prior to the expiration of the initial term. The extended term shall be on the same terms and conditions of this Lease and shall end on February 1, 2024. Lessee may terminate this Lease at any time, without cause, with one year's prior written notice; provided, however, that in the event Lessee exercises its right to terminate the lease prematurely, Lessee shall remain liable for all rental payments through the effective date of the termination of the Lease
3. **Payment.** Lessee shall pay to Lessor an annual rental payment ("Rent") in the amount of Seven Thousand Two Hundred Dollars (\$7,200.00) per year for the two sites commencing the first year (2011), and shall escalate in the amount of 2.5% for each year thereafter. Rent and the date due are described more fully in Attachment A. The Rent during an additional term will be calculated on the same terms and conditions. The annual rental payment shall be due, without prior notice or demand, in advance on or before March 1 of each calendar year, and shall be paid to the Lessor at the address provided in Section 9 herein. If delivery is by mail, delivery shall be deemed complete when deposited in the United States Post Office, postage prepaid. No bond shall be required to guarantee payment of Rent.

The Office of the Treasurer is hereby designated as Lessor's agent for the administration of this lease and for the receipt and collection of all proceeds due the Lessor pursuant to the terms of this lease, and for the receipt of all documents, certifications and correspondence arising out of or relating to this lease.

4. Use. Lessee may use the Property for the purposes of using, operating, maintaining, repairing, removing or inspecting the existing microwave and wireless communication site. Lessee may make reasonable improvements to the microwave and wireless communication equipment and facilities on the Property, including but not limited to adding propane, diesel or wind generators and such supporting structures as may be needed for improvements that are made,

5. Sublease and Assignment. Lessee may not sublease or assign this lease.

6. Utilities. During the term of this Lease, lessee shall be responsible for payment of all utilities consumed by Lessee or any renter of Lessee's improvements in the use of the Property.

7. Improvements.

A. Addition of shelters. Lessee may, at no expense to Lessor, erect, install and maintain one or more telecommunications shelters on the Property within a 100 foot radius of the existing towers. Such shelters shall comply with all applicable building, environmental, and space requirements, regulations and codes for such shelters. Lessee shall not, nor shall Lessee allow any sublessee or assignee to, construct any other improvements, except as noted herein, on the Property without Lessor's prior written consent.

B. Insurance. Lessee shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance (Public Liability and Property Damage Insurance), insuring against all liability of Lessee and its authorized representatives arising out of or in connection with Lessee's use or occupancy of the premises. Lessee shall be responsible, at Lessee's expense, for fire and extended coverage insurance, with vandalism and malicious mischief endorsements, on all of its personal property and trade fixtures in, on, or about the Property. Lessor shall not be responsible for any loss or damage to the Property or any improvements placed thereon, unless such damage is a result of Lessor's gross negligence or willful misconduct.

C. Taxes. Lessee shall be responsible for payment of any personal property and other taxes incurred by reason of the placement or use of improvements on the Property, and shall, upon demand from Lessor, provide in a timely manner documentation of such payments timely made.

D. Repair and Maintenance. Lessee shall be responsible for all repair and maintenance of any improvements and personal property placed upon the Property. Lessor shall be responsible for maintaining roadways that allow access and egress to the Property.

E. Ownership on Termination. Upon termination of this Lease for any reason, Lessee shall have ninety (90) days following termination of the Lease within which to remove any improvements that Lessee has placed on the Property. Any improvements not removed by Lessee within the ninety-day period shall become the property of Lessor.

8. Indemnification. Lessee shall indemnify and hold Lessor harmless for all claims arising out of personal injury and property damage relating to the use, operation, maintenance, repair, or

inspection of the microwave and communications tower site except for those claims arising out of Lessee's gross negligence or willful misconduct. Lessor shall also indemnify and hold Lessee harmless for all claims arising out of personal injury and property damage relating to access to the microwave and communications tower site, except for those claims arising out of Lessor's gross negligence or willful misconduct. Notwithstanding the foregoing, any agreement by Lessee to indemnify Lessor shall be limited to and payable only from the Lessee's available insurance or self-insurance program providing for liability assumed by contract, if any.

9. Force Majeure. Neither party shall be liable to the other nor deemed in default of this Lease if and to the extent that such party's performance under this Lease is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without the party's fault or negligence. Without limiting the foregoing, force majeure includes acts of nature; acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lock outs, injections-intervention acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. If either party is unable to perform due to force majeure, that party shall notify the other party in writing as soon as practicable and shall specify the cause.

In the event of partial or total destruction of the improvements Lessee has placed on the Property, Lessee may, in its discretion, terminate this Lease or repair the damage, provided such repairs can be made under the laws and regulations of tribal, federal, state, county and municipal authorities. If Lessee terminates this Lease under the terms of this Section this Lease shall terminate immediately upon Lessee notifying Lessor of such termination, Lessee shall not be deemed to be in default, and Lessee shall owe no more Rent payments under this Lease. Lessee shall be responsible for removal of the debris from the damaged improvements within 15 days of notice of termination. Lessor shall refund prepaid Rent, pro-rated for the number or days Lessee leased the property, within 10 days of Lessee removing the debris.

10. Notice. Any notice required or allowed hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by US mail, or by private delivery service at the following addresses or such other addresses as may be furnished in writing by any party to the other.

To Lessor:

White Mountain Apache Tribe
Office of the Treasurer
P.O. Box 700
Whiteriver, AZ 85941

To Lessee:

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

11. Ingress and Egress. Lessor shall grant Lessee the rights of ingress and egress to the Property along the currently existing roadways, and Lessee shall not make any improvements upon such easement that interfere with free access. If the roadways should be moved or damaged for any

reason, the rights of ingress and egress along the roadways shall cease, and the Lessor shall grant the Lessee such rights along a new roadway with equal or greater capacity. Lessee shall have access to the Property at all times. In the event that Lessor closes any existing roadways to the Property for the winter, Lessee shall still have the right to have access to the Property by suitable winter transportation for purposes of maintenance and repair.

12. Default by Lessee

A. Events of Default. The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Lessee:

(i) The failure by Lessee to deliver Rent within 15 days following the due date of such Rent.

(ii) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be overseen or performed by the Lessee.

(iii) The making by Lessee of any general assignment or general arrangement for the benefit of creditors or the filing by or against Lessee of a petition to have Lessee adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy unless, in the case of the petition filed against Lessee, the same is dismissed within 60 days; of the appointment of a trustee or a receiver to take possession of substantially all of the Lessee's assets located at the Property or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Property or of Lessee's interest in this lease, where such seizure is not discharged within 30 days.

(iv) The failure of Lessee to comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Property.

B. Cure. In the event of any such default by Lessee, Lessor shall give written notice to Lessee of such default and Lessee shall have 30 days following receipt of such notice in which to cure the default; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within 30 days and thereafter diligently completes the cure.

C. Remedy. In the event of any such default or breach by Lessee, following notice by Lessor to Lessee of such default, Lessor may, in its sole discretion, and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach avail itself of one of the following remedies:

(i) Terminate Lessee's right to possession of the property by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Property to the Lessor; or

(ii) Maintain Lessee's rights to possession, in which case this Lease shall continue in effect, and Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease; or

(iii) any other remedy now or hereafter available to Lessor under the federal, tribal or state law.

Additionally, should Lessor be deemed the prevailing party, Lessor shall recover all attorneys' fees and costs incurred by reason of Lessee's breach.

13. Default by Lessor.

A. Events of Default. The occurrence of any one or more of the following events shall constitute a default and reach of this Lease by Lessor:

(i) The failure of Lessor to provide ingress and egress to the Property as provided elsewhere in this Lease.

(ii) The failure of Lessor to ensure Lessee's quiet enjoyment of the Property during the time Lessee is not in default under the terms of this Lease.

(iii) The failure of Lessor to comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property.

(iv) The failure of Lessor to observe or perform any of the covenants, conditions or provisions of this Lease to be overseen or performed by the Lessor.

B. Cure. In the event of any such default by Lessor, Lessee shall give written notice to Lessor of such default and Lessor shall have 30 days following receipt of such notice in which to cure the default; provided, however, that if the nature of Lessor's default is such that more than 30 days are reasonably required for its cure, then Lessor shall not be deemed to be in default of Lessor commences such cure within 30 days and thereafter diligently completes the cure.

C. Remedy. In the event of any such default or breach by Lessor, following notice by Lessee to Lessor of such default, Lessee may, in its sole discretion, and without limiting Lessee in the exercise of a right or remedy which Lessee may have by reason of such default or breach terminate this Lease by notifying Lessor of intent to terminate, and such termination shall be effective upon the last day of the month following the month in which notice of intent to terminate is delivered to Lessor, and Lessee shall owe no further Rent payments. Lessor shall refund prepaid Rent, pro-rated for the number of days Lessee leased the Property, within 10 days of notice of termination. Lessee shall be entitled to recover from Lessor all damages incurred by Lessee by reason of Lessor's default including, but not limited to, damages owed by Lessee to its Sublessees; and reasonable attorneys' fees.

14. Waiver. Failure of either party to pursue any right hereunder shall not be deemed to constitute a waiver of any rights hereunder. Any waiver, permit, or approval of any breach or default must be in writing.

15. Headings. The headings used in this lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Lease.

16. Binding on Assigns. The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, Successors and assigns.

17. Revocation of Prior Leases. This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease contains the entire agreement of the parties with respect to the matters covered before this Lease, and no other agreement, statement or

promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Lease shall be binding or valid, such agreement, statement or promise being specifically waived.

19. Governing Law. This Lease shall be governed by the applicable laws of the White Mountain Apache Tribe and the United States.

20. Disputes. All disputes between Lessor and Lessee, whether arising in law or in equity, shall be negotiated by the parties, and, if the parties are unable to negotiate, the parties shall select a mediator to mediate the differences. The parties shall share the expense of the selected mediator, provided, however, that each party shall bear the cost of presenting its argument at mediation, including the cost of any attorney fees for representation at mediation, if so desired. If either party brings an action to enforce performance of any of the covenants or conditions of this Lease, then the prevailing party shall be entitled to costs and attorney fees as outlined in §§11 (e) and 12(C).

21. Amendment. This Lease may be modified or amended only in writing duly executed by both parties.

22. Savings Clause. Should any section of this Lease be deemed to be invalid or unenforceable, the remainder of this Lease shall remain valid and in full force and effect.

23. Quiet Enjoyment. Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the property during the term of this Lease.

24. Entry. Lessor shall have the right to enter upon the Property an reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Property.

25. Other Uses on the Land. Lessor shall have the right to put the Property to good and reasonable use, so long as such uses do not unreasonably interfere with Lessee's, Sublessees', or any Assigns' rights of use and enjoyment as outlined above.

26. Limited Waiver of Sovereign Immunity.

A. The White Mountain Apache Tribe expressly and unequivocally waives its sovereign immunity to suit for the limited purpose of allowing Lessee, in the event of a breach by Lessor, to bring an action in the White Mountain Apache Tribal Court for declaratory and injunctive relief. The jurisdiction of the Court in any such action is limited to interpreting the terms of this Lease and issuing declaratory and injunctive relief requiring the parties to perform in accordance with such terms.

B. Except as specified in paragraph A above nothing in this agreement shall be construed to constitute a waiver of the sovereign immunity of the White Mountain Apache Tribe, its agents, employees, or attorneys, for an purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year so indicated.

WHITE MOUNTAIN APACHE TRIBE

Chairman Ronnie Lupe

Date

NORTHLAND PIONEER COLLEGE

Dr. Jeanne Swarthout, President

Date

ATTACHMENT A

| Year | Amount (2.5% yearly inc.) | Date Payment Due |
|------|---------------------------|------------------|
| 2011 | \$7200.00 | 2/1/2011 |
| 2012 | 7380.00 | 2/1/2012 |
| 2013 | 7564.50 | 2/1/2013 |
| 2014 | 7,753.61 | 2/1/2014 |
| 2015 | 7,947.45 | 2/1/2015 |
| 2016 | 8,146.14 | 2/1/2016 |
| 2017 | 8,349.79 | 2/1/2017 |
| 2018 | 8,558.54 | 2/1/2018 |
| 2019 | 8,772.50 | 2/1/2019 |
| 2020 | 8,991.81 | 2/1/2020 |
| 2021 | 9,216.61 | 2/1/2021 |
| 2022 | 9,447.02 | 2/1/2022 |
| 2023 | 9,683.20 | 2/1/2023 |

Shaded area is for the Additional Term

Request to Grant Sewer Easement

Recommendation:

Staff recommends approval to grant and convey a sewer easement at the Silver Creek Campus to the Town of Snowflake contingent on arrangements to install a backflow prevention device protecting the Silver Creek Campus Learning Center. Staff recommends Dr. Swarthout be authorized to sign all necessary documents.

Summary:

The Town of Snowflake has approved a proposed sewer line extension along the highway easement to a manhole on NPC property.

The proposed easement is attached along with a drawing of the proposed project. The orange highlighted line shows the proposed new sewer line, the proposed easement is highlighted in yellow. The existing sewer line and manhole servicing the Silver Creek Campus, as well as other property owners east and south of the campus, is highlighted in blue.

Staff prefers the proposed new sewer line connect with an existing line under the road as the proposed easement would not require demolition/reconstruction of the campus entrance road.

A potential concern of this routing of the proposed sewer is the possibility of backflow to the Silver Creek Campus Learning Center if the new line were to become plugged or if the up-line lift station becomes nonoperational or overwhelmed. The developer, Kelly Willis, has been approached about purchasing and paying for the installation of a backflow device on the sewer line that services the SCC Learning Center. Mr. Willis seemed amenable to the idea.

The Town of Snowflake will be responsible for the new line after it is constructed.



Northland Pioneer College

Post Office Box 610 • Holbrook, Arizona • (928) 524-7600 • Fax: (928) 524-7612 • www.npc.edu

When recorded, please return to:
TOWN OF SNOWFLAKE
81 W. 1ST SOUTH
SNOWFLAKE, ARIZONA 85937
ATTN: ROB EMMETT

SEWER EASEMENT

In consideration of the sum of Ten Dollars (\$10) and other valuable consideration and adequacy of which is hereby acknowledged, NORTHLAND PIONEER COLLEGE, hereby grants and conveys to the Town of Snowflake its successors and assigns, a perpetual easement for sewer lines and all incidents appurtenant thereto over, across and under the property described in Exhibit "A", attached hereto and incorporated here in reference.

DATED this _____ day of _____, 201_

NORTHLAND PIONEER COLLEGE

STATE OF ARIZONA)
)ss
County of Navajo)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ for NORTHLAND PIONEER COLLEGE and known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
SEWER EASEMENT

A 16 foot strip of land located in the southeast quarter of Section 26, Township 13 North Range 21 East of the Gila and Salt River Meridian more particularly described as follows:

Commencing at a 5/8" rebar marked LS 5407 monumenting the east quarter corner of Section 26 from which a brass cap in post monumenting the southeast corner of said section bears South 01 degree 10 minutes 41 seconds East a distance of 2656.27 feet;

Thence South 01 degree 10 minutes 41 seconds East along, said section line a distance of 1024.71 feet to a non-tangent curve, concave southerly having a radius of 154.00 feet, the center of which bears South 50 degrees 09 minutes 17 seconds West;

Thence northwesterly along said curve through a central angle of 50 degrees 50 minutes 10 seconds an arc length of 136.64 feet to a point of non-tangency and a 1/2" rebar;

Thence South 83 degrees 43 minutes 51 seconds West a distance of 144.10 feet to a 1/2" rebar;

Thence South 84 degrees 21 minutes 13 seconds West a distance of 130.27 feet to a 1/2" rebar;

Thence South 82 degrees 01 minutes 10 seconds West a distance of 336.25 feet;

Thence South 81 degrees 34 minutes 21 seconds West a distance of 77.95 feet;

Thence South 87 degrees 54 minutes 18 seconds West a distance of 197.05 feet to the easterly boundary line of State Highway 77 and a non-tangent curve concave easterly having a radius of 5669.58 feet, the center of which bears South 71 degrees 52 minutes 18 seconds East;

Thence southerly along said curve and said right of way line, through a central angle of 00 degrees 01 minutes 23 seconds an arc length of 2.57 feet to a point of non-tangency;

Thence continuing along said right of way line, North 78 degrees 55 minutes 10 seconds West a distance of 9.97 feet to a non-tangent curve concave easterly having a radius of 5679.58 feet, the center of which bears South 71 degrees 54 minutes 49 seconds East;

Thence southerly along said right of way line and said curve through a central angle of 01 degree 00 minutes 00 seconds an arc length of 99.12 feet to a point of non-tangency and the **POINT OF BEGINNING**;

Thence leaving said right of way line, South 25 degrees 18 minutes 05 seconds East a distance of 103.03 feet;

Thence South 65 degrees 05 minutes 47 seconds West a distance of 91.22 feet to said right of way line and a non-tangent curve concave easterly having a radius of 5679.58 feet, the center of which bears South 74 degrees 17 minutes 49 seconds East;

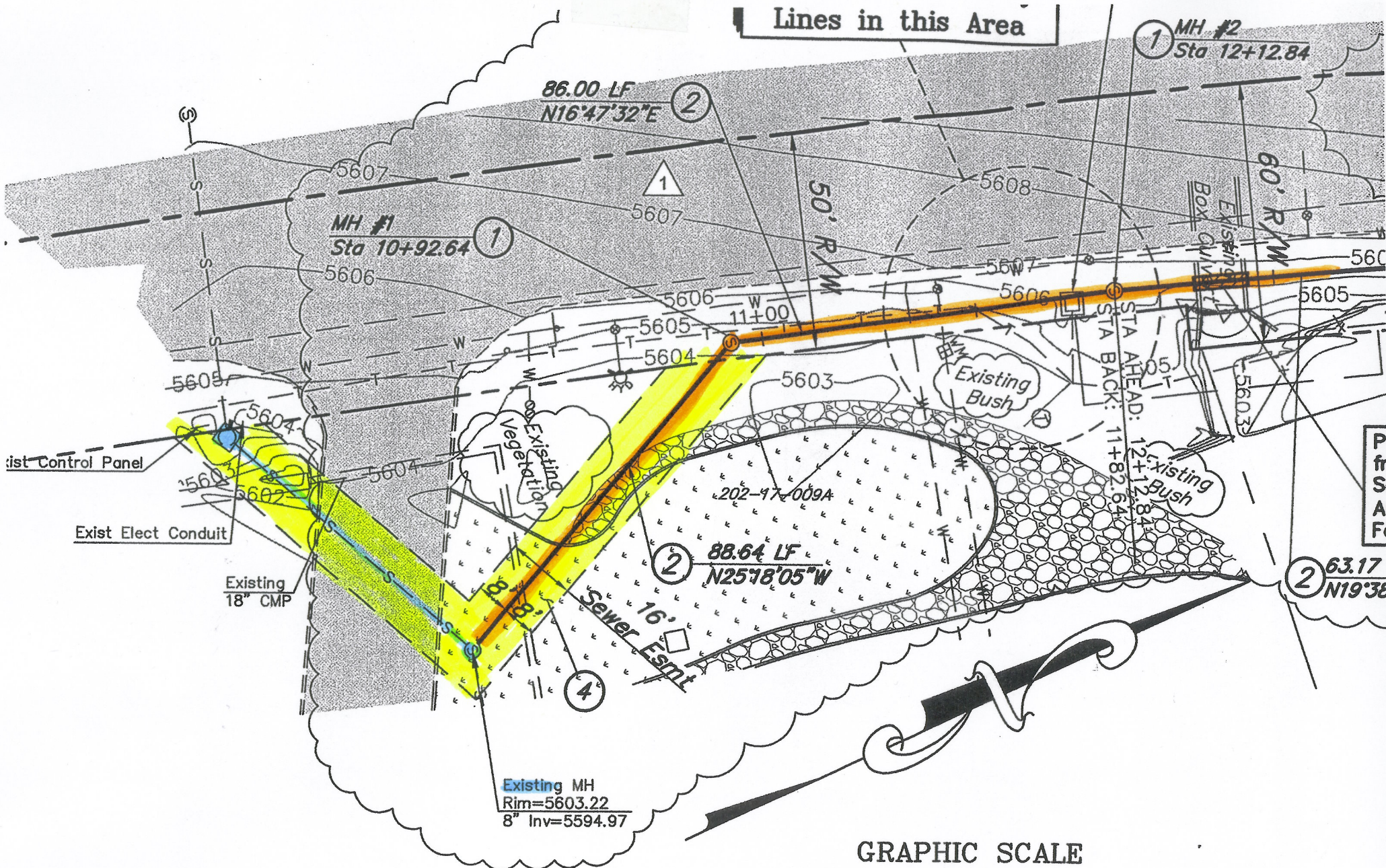
Thence northerly along said curve and said right of way line, through a central angle of 00 degrees 12 minutes 47 seconds an arc length of 21.11 feet to a point of non-tangency;

Thence leaving said right of way line, North 65 degrees 05 minutes 47 seconds East a distance of 61.34 feet;

Thence North 25 degrees 18 minutes 05 seconds West a distance of 69.31 feet to said right of way line and a non-tangent curve, concave easterly having a radius of 5679.58 feet the center of which bears South 73 degrees 09 minutes 12 seconds East;

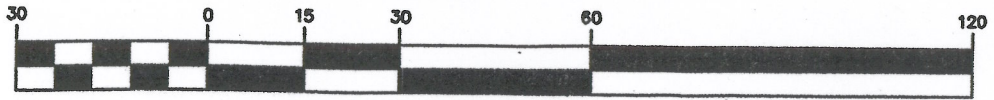
Thence northerly along said curve and said right of way line, through a central angle of 00 degrees 14 minutes 24 seconds an arc length of 23.79 feet to the **POINT OF BEGINNING**

Lines in this Area



Existing MH
Rim=5603.22
8" Inv=5594.97

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2010 to October 31, 2010

Budget Period Expired

33%

Tax Supported Funds

| | General Unrestricted | | | Unrestricted Plant | | | Retirement of Indebtedness | | |
|------------------------------------|----------------------|----------------------|------------------------|--------------------|----------------------|----------------------|----------------------------|----------------------|----------------|
| | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % |
| REVENUES | | | | | | | | | |
| Primary Tax Levy | 11,975,227 | 3,413,063 | 3,729,811 31% | | | | | | |
| Secondary Tax Levy | | | | | | | | | |
| State Aid: | | | | | | | | | |
| Maintenance and Operations Capital | 3,590,000 | 897,500 | 1,795,000 50% | | | | | | |
| Equalization | 6,624,000 | 1,656,000 | 3,312,000 50% | | | | | | |
| Tuition and Fees | 4,635,000 | 28,684 | 1,131,542 24% | | | | | | |
| Investment earnings | 100,000 | 8,737 | 44,382 44% | 10,000 | 874 | 4,439 44% | | | |
| Grants and Contracts | 750,000 | 9,854 | 558,916 75% | | | | | | |
| Other Miscellaneous | 63,380 | 19,656 | 79,130 125% | | | | | | |
| Transfers: | (3,300,000) | (212,500) | (1,091,701) 33% | 2,550,000 | 212,500 | 850,000 33% | | | |
| TOTAL REVENUES | \$24,437,607 | \$5,820,994 | \$9,559,080 39% | \$2,560,000 | \$213,374 | \$854,439 33% | \$0 | \$0 | \$0 |
| EXPENDITURES | | | | | | | | | |
| Salaries and Wages | 15,328,773 | 1,134,073 | 3,864,509 25% | | | | | | |
| Operating Expenditures | 5,773,460 | 332,036 | 1,313,510 23% | | | | | | |
| Capital Expenditures | 530,200 | 0 | 0 0% | 2,560,000 | 14,793 | 188,527 7% | 0 | 0 | 0 |
| TOTAL EXPENDITURES | \$21,632,433 | \$1,466,109 | \$5,178,019 24% | \$2,560,000 | \$14,793 | \$188,527 7% | \$0 | \$0 | \$0 |

Restricted, Auxiliary and Agency Funds

| | Restricted | | | Auxiliary | | | Agency | | |
|---------------------------|--------------------|----------------------|------------------------|------------------|----------------------|----------------------|------------|----------------------|----------------|
| | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % |
| REVENUES | | | | | | | | | |
| Grants and Contracts | 5,150,000 | 350,393 | 1,967,652 38% | | | | | | |
| Sales and Services | | | | | | | | | |
| Bookstore | | | | 150,000 | (13,249) | 93,898 63% | | | |
| Other | | | | 70,000 | 85,956 | 113,008 161% | 0 | 247 | 582 |
| Investment Earnings | | | | | | | | | |
| Donations | | | | | | | | | |
| Board Designated Donation | 400,000 | | 235,930 59% | 350,000 | 0 | 5,771 2% | | | |
| Transfers: | | | | | | | | | |
| TOTAL REVENUES | \$5,550,000 | \$350,393 | \$2,203,582 40% | \$570,000 | \$72,707 | \$212,677 37% | \$0 | \$247 | \$582 |
| EXPENDITURES | | | | | | | | | |
| Salaries and Wages | 899,442 | 43,515 | 129,237 14% | 377,340 | 14,615 | 53,590 14% | | | |
| Operating Expenditures | 4,200,558 | 271,797 | 1,815,685 43% | 192,660 | 8,014 | 76,750 40% | 0 | (371) | 194 |
| Capital Expenditures | 450,000 | 12,316 | 79,380 18% | | | | | | |
| TOTAL EXPENDITURES | \$5,550,000 | \$327,628 | \$2,024,302 36% | \$570,000 | \$22,629 | \$130,340 23% | \$0 | (\$371) | \$194 |

Cash flows from all activities (YTD)

Cash used for all activities (YTD)

Net Cash for all activities (YTD)

12,830,360
7,521,382
\$ 5,308,978

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2010 to November 30, 2010

Budget Period Expired

42%

Tax Supported Funds

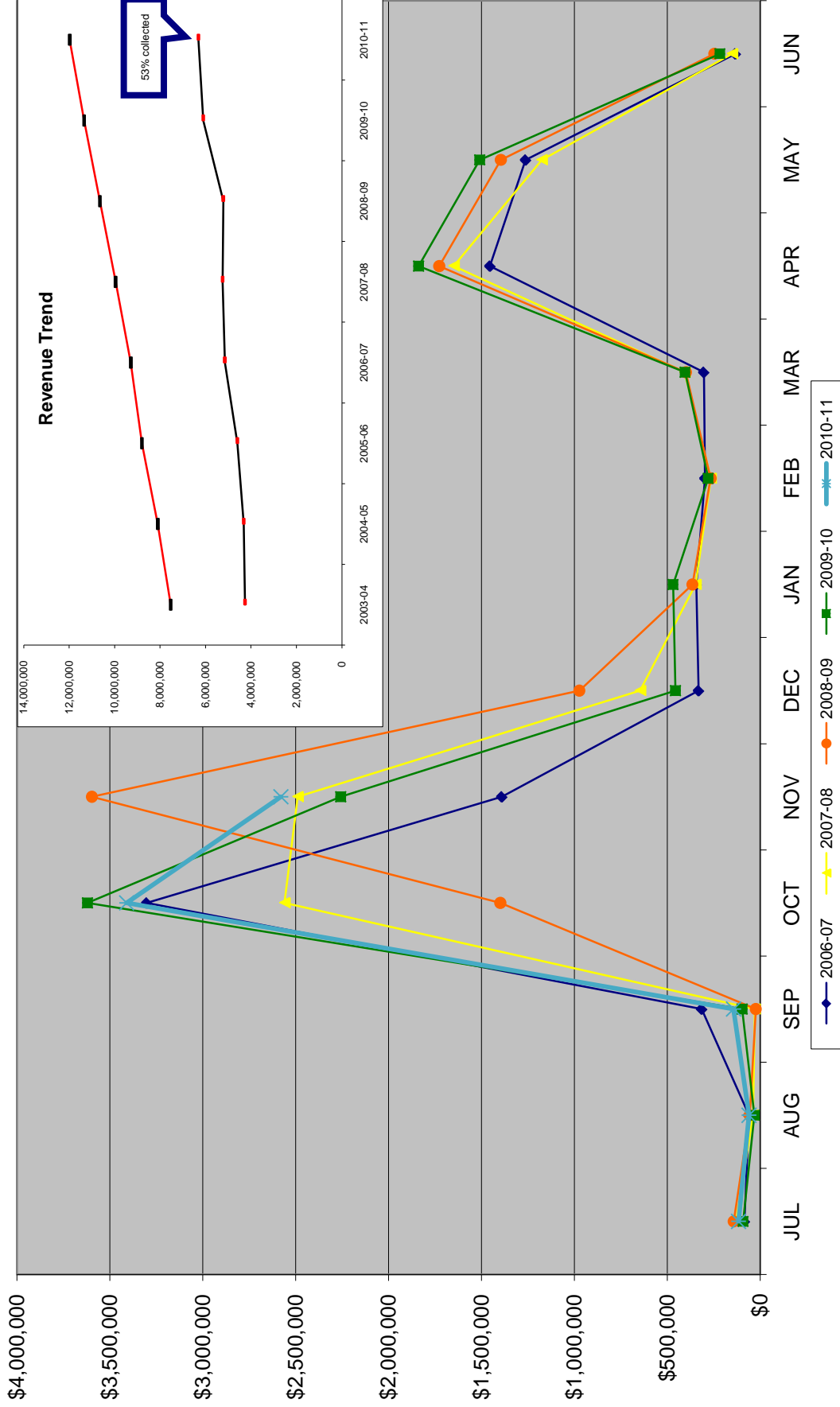
| | General Unrestricted | | | Unrestricted Plant | | | Retirement of Indebtedness | | |
|------------------------------------|----------------------|----------------------|-------------------------|--------------------|----------------------|------------------------|----------------------------|----------------------|----------------|
| | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % |
| REVENUES | | | | | | | | | |
| Primary Tax Levy | 11,975,227 | 2,579,331 | 6,311,476 53% | | | | | | |
| Secondary Tax Levy | | | | | | | | | |
| State Aid: | | | | | | | | | |
| Maintenance and Operations Capital | 3,590,000 | | 1,795,000 50% | | | | | | |
| Equalization | 6,624,000 | | 3,312,000 50% | | | | | | |
| Tuition and Fees | 4,635,000 | 756,794 | 1,888,336 41% | | | | | | |
| Investment earnings | 100,000 | 2,372 | 48,478 48% | 10,000 | 237 | 4,849 48% | | | |
| Grants and Contracts | 750,000 | 18,476 | 577,392 77% | | | | | | |
| Other Miscellaneous | 63,380 | 13,422 | 92,552 146% | | | | | | |
| Transfers: | (3,300,000) | (212,500) | (1,304,201) 40% | 2,550,000 | 212,500 | 1,062,500 42% | | | |
| TOTAL REVENUES | \$24,437,607 | \$3,157,895 | \$12,721,033 52% | \$2,560,000 | \$212,737 | \$1,067,349 42% | \$0 | \$0 | \$0 |
| | | | | | 1,706 | | | | |
| EXPENDITURES | | | | | | | | | |
| Salaries and Wages | 15,328,773 | 1,059,219 | 4,923,728 32% | | | | | | |
| Operating Expenditures | 5,773,460 | 311,076 | 1,624,586 28% | | | | | | |
| Capital Expenditures | 530,200 | 13,534 | 13,534 3% | 2,560,000 | 26,837 | 215,364 8% | 0 | 0 | 0 |
| TOTAL EXPENDITURES | \$21,632,433 | \$1,383,829 | \$6,561,848 30% | \$2,560,000 | \$26,837 | \$215,364 8% | \$0 | \$0 | \$0 |

Restricted, Auxiliary and Agency Funds

| | Restricted | | | Auxiliary | | | Agency | | |
|---------------------------|--------------------|----------------------|------------------------|------------------|----------------------|----------------------|------------|----------------------|----------------|
| | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % | Budget | Current Month Actual | Y-T-D Actual % |
| REVENUES | | | | | | | | | |
| Grants and Contracts | 5,150,000 | 36,426 | 2,004,078 39% | | | | | | |
| Sales and Services | | | | | | | | | |
| Bookstore | | | | 150,000 | 3,532 | 97,430 65% | | | |
| Other | | | | 70,000 | 12,701 | 125,709 180% | | | |
| Investment Earnings | | | | | | | 0 | 336 | 918 |
| Donations | | | | | | | | | |
| Board Designated Donation | 400,000 | | 235,930 59% | | | | | | |
| Transfers: | | | | | | | | | |
| TOTAL REVENUES | \$5,550,000 | \$36,426 | \$2,240,008 40% | \$570,000 | \$16,233 | \$228,910 40% | \$0 | \$336 | \$918 |
| EXPENDITURES | | | | | | | | | |
| Salaries and Wages | 899,442 | 54,711 | 183,948 20% | | | | | | |
| Operating Expenditures | 4,200,558 | 90,415 | 1,906,100 45% | | | | | | |
| Capital Expenditures | 450,000 | 7,138 | 86,518 19% | | | | | | |
| TOTAL EXPENDITURES | \$5,550,000 | \$152,264 | \$2,176,566 39% | \$570,000 | \$31,591 | \$161,931 28% | \$0 | \$554 | \$748 |

Cash flows from all activities (YTD) 16,258,218
 Cash used for all activities (YTD) 9,116,457
Net Cash for all activities (YTD) \$ 7,141,761

Monthly Primary Property Tax Receipts



Human Resources Update January 18, 2011

1. Biology Lab Manager – Tara Johnson – Associate of Arts - NPC; Bachelor of Science and Master of Arts – Northern Arizona University
2. General Ledger Account – Lauren Sedillo – Associate of Business - NPC
3. Faculty in Cosmetology - Alison Zache – Associate of Applied Science - NPC
4. DOC Faculty in AIS – Glendon Templeton – Bachelor of Arts and 2 Master of Arts in Education - University of Phoenix
5. Faculty in Chemistry and Faculty in Chemistry/Temp. 4.5 - Thomas Hodgkins – Bachelor of Science - Union College; Master of Science - Eastern Kentucky University; Ph.D./University of Kentucky
6. Controller – Closed 10-25-2010. 10 Applicants. Committee in Process.
7. Business & Industry Training Coordinator –Elizabeth Flake – Bachelor of Science – University of Phoenix
8. Course Schedule & Records Specialist – Mitchell Brown – Bachelor and Master of Arts-California State University
9. Apache County Academic Advisor – Michael Colwell – Bachelor of Science - NAU
10. Cashier-Bursar – Closed 11-8-2010. 5 Applicants. Committee in Process.
11. Small Business Analyst – Gary Hanyzewski – Bachelor of Science - U of A
12. Faculty in Biology – Closed 12-1-2010/1st Review. 23 Applicants.
13. Faculty in Art – Closed 12-1-2010/1st Review. 27 Applicants.
14. Faculty in English – Closed 12-10-2010. 67 Applicants.
15. Faculty in Early Child Development/Education – Closed 12-15-2010. 6 Applicants.
16. Associate Librarian – Deb Holbrook – Bachelor of Arts - NAU; Master of Arts - University of Arizona
17. Network and Systems Administrator – Closed Jan 7. 13 Applicants.
18. Support Center Operator – Jared Turley
19. Faculty in Construction WMAT/WIA – Timothy Turner – Associate of Applied Science – NPC; Bachelor of Science – Western New Mexico University
20. Human Resources Director – Open until filled. 7 applicants.
21. Network Support Technician – Closes Jan. 28. 7 applicants.
22. Interim Dean of Nursing and Allied Health – Nancy Williams



Northland Pioneer College

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