

# 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 August 16, 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 9:30 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 Kristin Thomas 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, Kristin Thomas, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the 15th day of August at 9:00 a.m.

Kristin Thomas, 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



## Northland Pioneer College

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

# Governing Board Study Session Agenda<sup>1</sup>

Painted Desert Campus, Tiponi Community Center Eagle's Nest  
2251 East Navajo Boulevard, Holbrook, Arizona

**Date:** August 16, 2011

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

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Resource</u></b>
1.	<b>Legislative Update</b> .....(Informational)	Kristen Boilini
2.	<b>Summary of NAVIT Heavy Equipment Decision (T4)</b> .....(Informational)	President Swarhout
3.	<b>Summary of Statewide Environment (T5)</b> .....(Informational)	President Swarhout
4.	<b>Update on New &amp; Emerging Federal Regulations (T6)</b> .....(Informational)	President Swarhout
5.	<b>2010 Non-Returner Survey Summary (T7)</b> .....(Informational)	Vice President Vest
6.	<b>Request to Ratify President's Contract (T8)</b> .....(Action)	Vice President Hatch
7.	<b>Request to Approve Intergovernmental Agreement with Prescott College (T9)</b> .....(Action)	Vice President Vest
8.	<b>Request to Approve a Facility Lease for Welding Arts (T10)</b> .....(Action)	Vice President Hatch

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.



## Northland Pioneer College

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# Governing Board Meeting Agenda<sup>1</sup>

Painted Desert Campus, Tiptoni Community Center Eagle's Nest  
2251 East Navajo Boulevard, Holbrook, Arizona

**Date:** August 16, 2011

**Time:** 11:00 a.m. (MST)

<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.	<b>Reports:</b>	
	A. Financial Position (T11) .....	Vice President Hatch
	B. CASO .....	Ina Sommers
	C. NPC Faculty Association .....	Brian Burson
	D. NPC Student Government Association.....	Jake Hinton
	E. NPC Foundation.....	Lance Chugg
5.	Consent Agenda ..... (Action)	Chairman Jeffers
	A. June 16, 2011 Study Session Minutes (T2)	
	B. June 16, 2011 Executive Session Minutes (T2)	
	C. June 16, 2011 Regular Board Minutes (T2)	
	D. 2011-2012 Dual Enrollment Intergovernmental Agreements between the Navajo County Community College District and Hopi Junior/Senior High School, Ganado Unified School District No.20, Heber-Overgaard Unified School District No.6, and Sanders Unified School District No.18 (T3)	
6.	<b>Old Business:</b> None.	
7.	<b>New Business:</b>	
	A. 2010 Non-Returner Survey Summary (T7)..... (Informational)	Vice President Vest
	B. Request to Ratify President's Contract (T8)..... (Action)	Vice President Hatch
	C. Request to Approve Intergovernmental Agreement with Prescott College (T9)..... (Action)	Vice President Vest
	D. Request to Approve a Facility Lease for Welding Arts (T10) ..... (Action)	Vice President Hatch
8.	<b>Standing Business:</b>	
	A. Strategic Planning and Accreditation Steering Committee Report...	Director Bishop
	B. Human Resources Update (T12).....	DanWattron
9.	President's Report.....	President Swarhout
10.	Board Report/Summary of Current Events.....	Board Members
11.	Announcement of Next Regular Meeting ..... September 20, 2011	Chairman Jeffers
12.	Adjournment ..... (Action)	Chairman Jeffers

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.



## Northland Pioneer College

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# Navajo County Community College District Governing Board Study Session Minutes

June 21, 2011

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

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**Governing Board Members Present:** Ginny Handorf, Louella Nahsonhoya and Daniel Peaches.

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

## Reports:

1. **Agenda Item 7.A.: President's Performance Evaluation (Executive Session) – President Swarthout**  
*At 9:32 a.m., the Board, upon a motion by Mr. Peaches, a second by Ms. Nahsonhoya and a unanimous affirmative vote, the Board entered into Executive Session to discuss the President's performance and contract.*

*Upon a motion by Mr. Peaches, a second by Ms. Nahsonhoya and a unanimous affirmative vote, the Executive Session was adjourned at 10:32 a.m.*

2. **Study Session Agenda Item 2.: Legislative Update (Informational) – Kristen Boilini and President Swarthout**  
*Due to a lack of college lobbyist availability, the Legislative Update will be presented to the Board at the August 16, 2011 meeting of the District Governing Board.*

3. **Study Session Agenda Item 3.: Summary of Statewide Environment (Informational) – President Swarthout**  
Dr. Swarthout reported that the statewide longitudinal database system, a stimulus funding requirement by the state, has reached a critical point in its development. Dr. Swarthout explained that Arizona community colleges have agreements in place for the transmission of student information to ASSIST and added that FERPA issues arise due to the lack of agreements on the transmission of student data from ASSIST to other entities. Dr. Swarthout reported that ACCPC has charged legal counsel with working out agreements for transmission of student information from ASSIST to ADE and to prevent transmission to other entities by the Arizona Department of Education, which operates under FERPA guidelines that differ from those used by higher education. Dr. Swarthout reported that PARCC continues to move ahead and noted that Arizona may have to live with what comes out of the 25 state consortiums. Dr. Swarthout added that APASC might be able to provide for greater control over PARCC initiatives by acting as a single point for multiple interwoven assessment conversations. Dr. Swarthout reported that more legislative fine-tuning of Move On When Ready and the Grand Canyon diploma initiatives are likely in the upcoming year. Dr. Swarthout reported that Getting AHEAD is proposing minimal changes to funding formulas that include the combination of operating and capital aid, calculation of aid based upon current student enrollments, and 2% caps on equalization funding.

Citing a lack of time remaining in study session, Secretary Handorf, hearing no objections from Board members, moved on to Agenda Item 7.B. to allow for discussion prior to action scheduled to occur in the regular meeting. Dr. Swarthout noted that Study Session Agenda Items 4, 5 and 6, all informational items, could be moved to the August 16, 2011 meeting.

4. **Study Session Agenda Item 4.: Update on New and Emerging Federal Regulations (Informational) – Vice President Vest**  
*See Study Session Agenda Item 3., second paragraph, above.*
5. **Study Session Agenda Item 5.: Summary of NAVIT Heavy Equipment Decision (Informational) – President Swarthout**  
*See Study Session Agenda Item 3., second paragraph, above.*



7. **Study Session Agenda Item 6.: 2010 Non-Returner Survey Summary (Informational) – Vice President Vest**  
*See Study Session Agenda Item 3., second paragraph, above.*
8. **Agenda Item 7.B.: Request to Approve Addenda to Intergovernmental Agreement with NAVIT (Action) – Vice President Hatch**  
Mr. Hatch presented the staff recommendation to approve two addenda to the NAVIT intergovernmental agreements for 2010-2011 and 2011-2012 that provide for continuation of a prepayment option for services. Mr. Hatch noted that a similar addendum was previously approved and added that prepayment as a slightly discounted rate benefits NAVIT from a cash flow management perspective.
9. **Agenda Item 7.C.: Request to Adopt the 2011-2014 NPC Strategic Plan (Action) – Director Bishop**  
Mr. Bishop presented the staff request for adoption of the 2011-2014 NPC Strategic Plan. Mr. Bishop noted that the strategic plan is the same one presented to the Board in May as a first read adding that it includes a statement regarding exploration of benefits to adjunct faculty members as suggested by Chairman Jeffers during the May meeting.
10. **Agenda Item 7.D.: Request to Approve Purchase of Wide Area Network Equipment, Services and Maintenance Agreement the 2011-2014 (Action) – Director Bishop**  
Mr. Bishop presented the staff recommendation and request to approve the purchase of wide area network equipment, services and maintenance agreement from the existing provider, Next Level Solutions in the amount of \$148,103.27. Mr. Bishop explained that the purchase dovetails with the goals of the previously approved Title III grant that will provide for critical redundancy as well as increased capacity for load balancing which will make the network operate more efficiently.
11. **Agenda Item 7.E.: Request to Approve Purchase of Administrative System Software (Action) – Director Bishop**  
Mr. Bishop presented the staff recommendation and request to approve the purchase of administrative system software, services and training from Jenzabar, Inc. in the amount of \$508,980.00. Mr. Bishop noted that the proposed purchase was included in discussions prior to the adoption of the 2011-2012 budget. Mr. Bishop explained that significant work must be done to update the college's out-of-date and highly customized version of Jenzabar software. Mr. Bishop explained that the software update will dramatically improve how the college services students and works internally. Mr. Bishop added that a five-year training plan is included in the purchase that will ensure that staff understands how the updated system operates. Mr. Bishop explained that the update to the existing system provides for cost savings and estimated that the purchase of a new administrative system could easily cost \$3 million. Mr. Bishop explained that approximately \$350,000 of the proposed purchase will be spent on remediation work to improve college processes, fix system customizations and provide updates that will allow the system to work to its fullest potential. Secretary Handorf requested that the Board be given 10 days to review lengthy documentation.
12. **Agenda Item 7.F.: Request to Approve Purchase of Replacement Telephone System (Action) – Director Bishop**  
Due to a lack of time remaining in Study Session, discussion of Agenda Item 7.F. Request to Approve Purchase of Replacement Telephone System, deferred to the regular meeting.

**Study session ended at 11:05 a.m.**



Respectfully submitted,

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Russell Dickerson  
Recording Secretary to the Board

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Bill Jeffers  
Chairman

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Ginny Handorf  
Secretary to the Board

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# Navajo County Community College District Governing Board Meeting Minutes

June 21, 2011 – 11:00 a.m.

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

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**Governing Board Member Present:** Ginny Handorf, Louella Nahsonhoya and Daniel Peaches.

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

**Others Present:** Everett Robinson, Ann Hess, Deedee Wright, Eric Henderson, Karalea Cox, Jake Hinton, Teri Walker, MiAnna Tyler, Kathy McPherson, Beulah Bob-Pennypacker and Donna Soseman.

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

Chairman Jeffers called the meeting to order at 11:10 a.m. Ms. Nahsonhoya led the Pledge of Allegiance.

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

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

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

None.

## **Agenda Item 4: Reports**

### **4.A. – Financial Position – Vice President Hatch**

Mr. Hatch reported that through April 2011, 83% of the budget period has expired. Mr. Hatch reported that primary property tax receipts are on target with 85% collected and added that he expects May and June receipts to be on target resulting in 100% collection. Mr. Hatch reported that the college received the fourth quarter payment of state operating aid resulting in 100% collection for the 2010-2011 fiscal year. Mr. Hatch reported that approximately half of out of county reimbursement funds were received in the month of April. Mr. Hatch reported that tuition and fee revenues for April were significantly less than in previous years. Mr. Hatch noted that May tuition and fee revenues totaled approximately \$936,000, more than the college has ever received. Mr. Hatch explained that NAVIT enrollment has shifted some tuition and fee revenue from April to May and anticipates that year-end tuition and fee collection will still lag behind budgeted amounts. Mr. Hatch reported that investment earnings continue to be modest and largely on target. Mr. Hatch reported that grants and contracts totaling approximately \$604,000 are at expected levels and added that other miscellaneous amounts are significantly higher than budgeted amounts. Mr. Hatch explained that April is a positive cash flow month for the college with approximately \$4.7 million in general fund revenue collected compared to about \$1.4 million in general fund expenditures. Mr. Hatch added that he expects May and June not to be positive cash flow months. Mr. Hatch explained that he expects year-end general fund revenue to total approximately \$25 million, or 102% of budget. Mr. Hatch reported that general fund expenditures are currently at 65% and added that he expects a year-end expenditure total of approximately \$19 million, or 89% of budget. Mr. Hatch reported that transfers to the unexpended plant fund for capital projects have occurred and that expenditures are currently low. Mr. Hatch noted that unexpended plant fund expenditures will ramp up due to the implementation of plans for information services improvements. Mr. Hatch reported that year to date restricted fund revenues totaling approximately \$5 million slightly exceed expenditures totaling approximately \$4.9 million. Mr. Hatch reported that auxiliary fund revenues, currently at 51% of budget, slightly exceed auxiliary fund expenditures totaling approximately





\$292,000. Mr. Hatch concluded by stating that he expects year-end revenue totals to meet budgeted levels and year-end expenditure totals to be below budgeted amounts.

**4.B. – NPC CASO – Ina Sommers**

No report.

**4.C. – NPC Faculty Association – Gary Mack**

No report.

**4.D. – NPC Student Government Association**

No report.

**4.E. – NPC Foundation**

No report.

**Agenda Item 5: Consent Agenda**

Secretary Handorf requested that the May 17, 2011 Regular Board Minutes, Agenda Item 10, Board Report/Summary of Current Events be revised to include the insertion of a comma in the statement regarding the spring 2011 commencement speaker. Mr. Dickerson noted the requested change. Ms. Nahsonhoya moved to approve the Consent Agenda, as presented and amended. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

**Consent Agenda (Action):**

- A. May 17, 2011 Special Hearing Minutes (T2)
- B. May 17, 2011 Study Session Minutes (T2)
- C. May 17, 2011 Truth in Taxation Public Hearing Minutes (T2)
- D. May 17, 2011 Proposed 2011-2012 Budget Public Hearing Minutes (T2)
- E. May 17, 2011 Special Meeting Minutes (T2)
- F. May 17, 2011 Regular Board Minutes (T2)
- G. 2011-2012 Dual Enrollment Intergovernmental Agreements Between the Navajo County Community College District and Snowflake USD No. 5, Show Low USD No. 10, Joseph City USD No. 2, Window Rock USD No. 8, Winslow USD No. 1, Blue Ridge USD No. 32, and Whiteriver USD No. 20

**Agenda Item 6: Old Business**

None.

**Agenda Item 7: New Business**

**7.A. – President's Performance Evaluation and Contract – President Swarthout**

Secretary Handorf reported that the Board is very pleased and proud of Dr. Swarthout's job performance. Secretary Handorf clarified that the salary amount included in the addendum to the president's contract reflects the same 2% salary restoration plus additional 2% increase that the Board approved for all faculty and staff members for the 2011-2012 fiscal year. Ms. Nahsonhoya moved to approve the addendum to the president's contract as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

**7.B. – Request to Approve Addenda to Intergovernmental Agreement with NAVIT – Vice President Hatch**

Mr. Hatch presented the staff recommendation to approve addenda to the NAVIT IGA for 2010-2011 and 2011-2012 as discussed in study session. Ms. Nahsonhoya moved to approve the addenda as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***





**7.C. – Request to Adopt the 2011-2014 NPC Strategic Plan** – Director Bishop

Mr. Bishop presented the request to adopt the 2011-2014 NPC Strategic Plan as discussed in study session and presented to the Board in May as a first read. Mr. Bishop noted that the document was altered to include a statement regarding the exploration of expanded benefits for adjunct faculty at the suggestion of Chairman Jeffers. Ms. Nahsonhoya moved to adopt the 2011-2014 NPC Strategic Plan as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

**7.D. – Request to Approve the Purchase of Wide Area Network Equipment, Services and Maintenance Agreement** – Director Bishop

Mr. Bishop presented the staff recommendation to approve the purchase of WAN equipment, services and a five-year maintenance agreement from Next Level Solutions in the amount of \$148,103.27 as discussed in study session. Mr. Bishop explained that the proposed purchase is in alignment with the goals of the previously approved Title III grant. Mr. Bishop explained that the purchase will allow for an additional link to be made between Greens Peak and the former NPC Hermosa Campus that will provide critical redundancy and serve to increase network efficiency through data transmission load balancing. Ms. Nahsonhoya moved to approve the purchase as presented. Mr. Peaches seconded the motion. Responding to a question from Secretary Handorf, Mr. Bishop clarified that this purchase will allow the deployment of infrastructure necessary to move forward and attain the goals of Project EAGLE. ***The vote was unanimous in the affirmative.***

**7.E. – Request to Approve Purchase of Administrative System Software, Services and Training** – Director Bishop

Mr. Bishop presented the staff recommendation to approve the purchase of administrative system software, services and training from Jenzabar, Inc. in the amount of \$508,980.00 as discussed in study session. Mr. Bishop explained that the purchase cost covers consultation and remediation, new software, installation and five years of training. Mr. Bishop explained that the upgrades to the system will result in increased system utility, improve internal processes and how college departments work together and ultimately, enhance the student experience. Ms. Nahsonhoya moved to approve the administrative system software purchase as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

**7.F. – Request to Approve Purchase of Replacement Telephone System** – Director Bishop

Mr. Bishop presented the staff recommendation to approve the purchase of services and products associated with replacing NPC's current phone system. Mr. Bishop reported that a request for proposals was initiated on May 5, 2011 and the bidding process ended on June 9, 2011 and resulted in the submission of nine bids. Mr. Bishop reported that the current phone system is very dated, does not provide for expansion or offer the capabilities needed for student learning or internal operations and has been showing signs of failure for the past few months. Mr. Bishop explained that a VOIP solution, which uses the college information network for communication, will in the long term reduce maintenance costs and allow for the elimination of leased lines. Mr. Bishop reported that three companies were invited to provide presentations. Mr. Bishop reported that the committee responsible for reviewing the RFP responses and solution presentations recommended that Network Infrastructure Corporation be engaged to implement a Cisco telephone solution for the amount of \$281,209.41. Mr. Bishop added that the Cisco based solution integrates well into the existing Cisco based NPC network infrastructure and NIC is highly recommended by Cisco to implement the solution. Mr. Bishop reported that following the upfront implementation cost, the college will have annual recurring costs totaling \$18,603.90. Ms. Nahsonhoya moved to approve the replacement telephone system purchase as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***



**Agenda Item 8: Standing Business**

**8.A. – Strategic Planning and Accreditation Steering Committee (SPASC) Report – Director Bishop**  
No report.

**8.B. – Human Resources Update – Dan Wattron**

Dan Wattron, Human Resources Director, presented the Human Resources update for June and reviewed filled, pending and open staff and adjunct faculty positions. Mr. Wattron noted that Ms. Kristin Thomas has been hired to replace Mr. Dickerson as Assistant to the President. Mr. Vest reported that Dr. Peg Erdman will join the college on July 18, 2011 as the new Dean of Nursing and Allied Health. Mr. Wattron presented the May Employee of the Month Award to Donna Soseman, Accounting Technician. Ms. Soseman reported that she has not yet selected her administrative victim.

**Agenda Item 9: President’s Report – President Swarthout**

Dr. Swarthout reported:

- The college is gearing up for fall semester start-up.
- Dr. Swarthout presented Mr. Hatch with a “Grace Under Pressure Award”.
- Dr. Swarthout will provide a federal compliance update in August.

**Agenda Item 10: Board Report/Summary of Current Events**

Ms. Handorf reported that performances of *On Golden Pond* will occur at Blue Ridge High School on July 2<sup>nd</sup> and 3<sup>rd</sup>.

**Agenda Item 11: Announcement of Next Regular Meeting:** Tuesday, August 16, 2011.

**Agenda Item 12: Adjournment**

*The meeting was adjourned upon a motion by Mr. Peaches, a second by Ms. Nahsonhoya and a unanimous affirmative vote.*

Respectfully submitted,

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Russell Dickerson  
Recording Secretary to the Board

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Bill Jeffers  
Chairman

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Ginny Handorf  
Secretary to the Board



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
GANADO UNIFIED SCHOOL DISTRICT NO. 20**

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between Navajo County Community College District, (“College”), and Ganado Unified School District No. 20 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

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

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

**AGREEMENT**

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

**1. PURPOSE**

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

**2. DEFINITION**

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

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

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

**3. EFFECTIVE DATE AND TERM**

This Agreement shall be effective:

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

The term of this Agreement shall be from the Effective Date through June 30, 2012 (“Term”).

**4. OBLIGATIONS OF COLLEGE**

**4.1 General Course Requirements**

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

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

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



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

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

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

- D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not more than six (6) credit hours per semester.
- E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).
- J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

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

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

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

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



- D. College will provide career counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

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

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

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

- A. After notification from School District of a student’s need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

#### **4.6. Reporting and Tracking**

- A. College will provide a report to the Joint Legislative Budget Committee on or before October 1 of each odd-numbered year with such documentation as may be required under A.R.S. § 15-1821.01(6), as from time to time amended, regarding the Dual Enrollment Courses offered in conjunction with School District during the previous fiscal year. School District shall provide College with data required for inclusion in the report not later than September 1 of each year as specified in Section 5.6. School District will also assist College by providing data for any additional reports required by State or other governmental entities in relation to Dual Enrollment Courses.



- B. College will conduct tracking studies of subsequent academic or occupational achievement of students enrolled in Dual Enrollment Courses offered pursuant to this Agreement, and shall provide its report to the Joint Legislative Budget Committee by October 1 of each year, or each odd numbered year as may be required pursuant to A.R.S. § 15-1821.01(6). School District will provide College with data required for inclusion in the tracking study if requested by College.

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

### **5.1 General Course Requirements**

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 6.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(7), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student, as defined in A.R.S. § 15-901(A)(2)(b), and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901(A)(2)(c), in a school in School District; except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students according to School District policies. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

## **5.2 Instructors and Instruction**

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

## **5.3 Assessment and Monitoring**

- A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence to review and amend the course outlines as necessary.
- B. School District will provide counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

## **5.4 Policy and Procedure**

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
  - 1. has completed the necessary registration forms;
  - 2. has completed College assessment examinations, if required by College;
  - 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
  - 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
  - 5. is aware of the requirements for determination of resident/nonresident tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.



- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

**5.5 Students with Disabilities**

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

**5.6 Reporting and Tracking**

By September 1 of each year, School District will provide to College information required by the Legislature for submission of reports as specified in Section 4.6 above.

**5.7 Facilities and Funding**

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

**6. MUTUAL AGREEMENTS**

**6.1. Instructor.**

- A. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of

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

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

## **6.2. Student.**

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

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

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

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

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

## **6.5. Availability of Instructors.**



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

**6.6. Guidelines.**

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

**6.7. Rigor of Courses.**

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

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

**7.1 Fees.**

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

**7.2. Supplies.**

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

**7.3. Tuition.**

- A. The student or School District shall be responsible for payment of tuition to College.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the residency status of the student. Pursuant to A.R.S. § 15-1802(C), the

residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

## **8. CONTINUATION OF AGREEMENT**

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

## **9. RECORDS**

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

## **10. CONFIDENTIALITY**

All written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

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

### **11.1. Termination.**

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this section 12, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

### **11.2. Risk to Health or Safety.**

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



Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

**11.3. No Relief from Obligations.**

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

**11.4. Disposition of Property.**

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

**12. RESPONSIBILITY**

**12.1. Conduct of Operations.**

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

**12.2 Indemnification.**

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

**13. CANCELLATION FOR CONFLICT OF INTEREST**

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

**14. NON-ASSIGNABILITY**

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



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

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

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

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

**17. ENTIRE AGREEMENT**

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

**18. INVALIDITY OF PART OF THE AGREEMENT**

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

**19. GOVERNING LAW**

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

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

**20. NOTICE**

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

If to College:

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

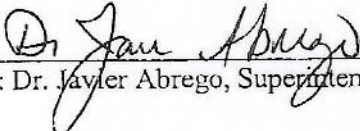
If to School District:

Dr. Javier Abrego, Superintendent  
Ganado Unified School District No. 20  
P.O. Box 1757  
Ganado, AZ 86505

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2011.

COLLEGE  
SCHOOL DISTRICT

\_\_\_\_\_  
By: Jeanne Swarthout, Ph. D., President

  
\_\_\_\_\_  
By: Dr. Javier Abrego, Superintendent

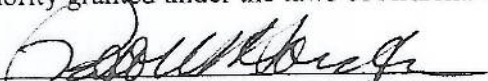
\_\_\_\_\_  
Date

June 1<sup>st</sup>, 2011  
\_\_\_\_\_  
Date

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

By:   
\_\_\_\_\_  
Legal Counsel for College

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

By:   
\_\_\_\_\_  
Legal Counsel for School District

## EXHIBIT A

### FINANCIAL PROVISIONS

#### 1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: \$60 per credit hour.

#### 2. IDENTITY OF PERSON OR ENTITY RESPONSIBLE FOR PAYING STUDENT TUITION AND FEES

Students are responsible for payment of tuition and fees. An individual billing account will be established for each participating student.

#### 3. ADDITIONAL CHARGES

Except as provided in this section, no additional fees shall be charged for assessment tests, if any, used for placement purposes. Assessment fees, if any, will be charged subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

#### 4. FINANCIAL AID POLICIES

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program. The provision, if any, of any grant, scholarship or financial aid shall be subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

All students enrolled in an authorized dual enrollment course are eligible for tuition and fee scholarships.

#### 5. FORMAT FOR BILLING

Except as provided below, charges will be assessed each semester and invoices shall be sent no later than thirty (30) days after the end of the semester. Payment shall be due within thirty (30) days of receipt of the invoice.

NCCCD shall reimburse the School District at a rate of Ten Dollars (\$10.00) per credit hour for each properly enrolled student, to a maximum amount of One Hundred Dollars (\$100.00) per credit hour for each dual enrollment course. The invoice shall be based on NCCCD course rosters and include the information listed in Exhibit B of this Agreement.

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	<u>\$3,590,000</u>
Portion of that FTSE distributed to School District	<u>Less than 1%</u>
Amount School District returned to College	<u>0</u>



## EXHIBIT B

### TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

#### COURSES AND CREDITS

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

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

The number of students admitted for any Dual Enrollment Course shall not be less than **six (6)** students per section and shall not exceed a maximum of **thirty (30)** students per section.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
BUS100	INTRODUCTION TO BUSIN	3.00	FALL	FREEMAN, FAY
BUS135	INFORMATION TECHNOLOG	3.00	FALL	FREEMAN, FAY
BUS100	INTRODUCTION TO BUSIN	3.00	SPRING	FREEMAN, FAY
BUS135	INFORMATION TECHNOLOG	3.00	SPRING	FREEMAN, FAY
BOC140	BLUEPRINT READING I	3.00	SPRING	HOLLIFIELD,
BOC240	BLUEPRINT READING II	3.00	SPRING	HOLLIFIELD,
DRF120	TECHNICAL DRAFTING I	3.00	SPRING	HOLLIFIELD,
DRF130	ARCHITECTURAL DRAFTIN	3.00	SPRING	HOLLIFIELD,
DRF140	CIVIL DRAFTING	3.00	SPRING	HOLLIFIELD,
DRF145	AUTOSKETCH	3.00	SPRING	HOLLIFIELD,
DRF150	AUTOCAD I	3.00	SPRING	HOLLIFIELD,
DRF200	APPLIED DRAFTING & DE	2.00	SPRING	HOLLIFIELD,
DRF230	ARCHITECTURAL DRAFTIN	3.00	SPRING	HOLLIFIELD,
DRF251	AUTOCAD 3D	3.00	SPRING	HOLLIFIELD,

## Summary of NAVIT Heavy Equipment Decision

### Summary:

On June 8, 2011, the NAVIT Board convened with the possible sunset of the Heavy Equipment Program as an agenda item for the second time. The NAVIT board decision is as follows:

1. One NAVIT section of HQO to be offered in Round Valley fall and spring 2011-2012.
2. One NAVIT section of HQO to be offered in Taylor fall and spring 2011-2012.
3. Junior and Senior Students to pay \$200 fee to NAVIT to offset increase in program fees.
4. Juniors to sign affidavit that they may only receive one year (two semesters) of HQO depending on documented sustainability of both the NAVIT differential between \$3500 revenue and \$5400 expenses including financial needs for equipment maintenance and replacement.
5. NPC HQO Instructors to provide NPC and NAVIT Administration financial needs for equipment and maintenance by August 1. In this manner, teachers and students will have a reasonable estimate of needed resources as they seek alternatives of required revenue/savings for sustainability.
6. HQO Program will sunset in May 2012 unless documented sustainability plan is submitted to NPC and NAVIT by November 1, 2011.
7. This plan will be reviewed by the NAVIT Board in the November Governing Board Meeting to potentially approve its sustainability.



## Summary of State-Wide Environment

**Summary: State-wide Longitudinal Data System (SLDS).** The requirement that the state of Arizona design the SLDS system is a result of accepting ARRA stimulus money on the part of the state. The SLDS system is intended to track students in any part of Arizona's educational system from K-12 through post-graduate studies. In 2011-2012, the community colleges and universities are being charged \$6.00/FTSE to Arizona Department of Education to assist in the cost of designing the system. Initial implementation must be in place and operational by September 30, 2011; ADE has only recently started work on SLDS. ACCPC voted to use ASSIST, the data system of APASC, to feed data into SLDS. Most of the data elements are already in place in ASSIST, we send data annually to ASSIST. The big remaining issue here is one of security. All community college CEOs have signed a release to provide data into ASSIST; however, there is no agreement to allow data from ASSIST to any other entity. In releasing data from ASSIST to SLDS, the community colleges and universities must work within the higher education requirements of FERPA.

### **Partnership for Assessment of Readiness for College and Careers (PARCC).**

Arizona has received a grant to participate in PARCC along with 25 other states. Arizona's PARCC grant is being managed by Project Achieve. The intent of the grant is to link Arizona's K-12 Common Core Standards to readiness for college and career. The difficulty here is that the high school core standards were developed without higher education's participation, for the most part. Higher education in Arizona will be required to accept the 25-state assessment of these standards and receive graduating high school students into their programs without assessing readiness or need for developmental education preparation for college or career coursework. PARCC is the result of Arizona's twice unsuccessful Race to the Top grant effort.

**Move on When Ready (MOWR).** MOWR is closely linked with the PARCC effort, attempting to provide curriculum and assessment at the high school level for college readiness. MOWR has resulted in the statute providing high school students with the Grand Canyon Diploma. MOWR is also working closely with some school districts to design clear pathways to higher education pathways. Thus far, rural high school districts are not very involved with MOWR or the GCD because they do not have the qualified staffing to meet the requirements of either.



## Northland Pioneer College

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



**Getting AHEAD (GA).** Getting AHEAD in Arizona is funded through a Lumina Foundation grant, assisted by a grant from Lumina to Public Agenda, a communications firm. GA has five purposes, the GA committee on funding reform has been central and perhaps most controversial in activities. The community college work on funding reform has been difficult at best, anchored in issues surrounding both operational and equalization money. Further complicating community college funding recommendations has been the direction taken by the consultant on the project.

**APASC.** APASC is rapidly becoming the central organization in integrating all of the above state-wide activities. With the dramatic restructuring of APASC into a comprehensive organization, it is recognized as a logical place for synthesis of these various efforts. APASC now reports to the Joint Council of Presidents. JCP has been established recently by the P-20 Council to replace the long-dormant Joint College Council as an entity where university and community college CEOs come together. APASC is currently establishing the position of Executive Director as it is recognized that the voluntary efforts of the university and community college co-chairs cannot continue to manage the workload with day jobs.



# Northland Pioneer College

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## Update on New and Emerging Federal Regulations

- 1. Gainful Employment** – New federal regulations regarding “gainful employment” of program graduates go into effect in two phases. Phase One goes into effect on July 1, 2011. Phase One requires institutions to publicly disclose available certificate programs and CIP codes, program enrollment data, complete program costs, on-time completion rates, job placement rates, and loan debt rates for all programs covered by the regulations. For Northland Pioneer College, these programs would include all Certificate of Proficiency and Certificate of Applied Science programs. Many institutions and legislators have raised concern over the regulation, especially the cost associated with tracking job placement rates. NPC has not historically tracked job placement. Arizona is considering how best to address this issue, perhaps utilizing Department of Labor employment data and matching it against program completion data provided by community colleges and universities. Implementation of responses to these regulations in Arizona is currently pending, awaiting Department of Education responses to nationwide institutional concerns. A recent (April 20) clarification letter from the Department of Education addressed, some, but not all, of these concerns. Phase Two, an effort to measure whether specific instructional programs lead to gainful employment and, if not, whether those programs should continue to be eligible for federal financial assistance, goes into effect on July 1, 2012. This regulation, like Phase One, has generated significant controversy. The initial public comment period generated 90,000 responses from postsecondary institutions, as well as a letter from 118 House Democrats and Republicans urging President Obama to withdraw the regulation. Given that all the current metrics for this regulation involve student loan repayment, it is unclear whether this regulatory effort will ultimately have any impact on NPC.
- 2. State Authorization for Online Education** – New federal regulations regarding state-by-state authorization of online education go into effect on July 1, 2011 with a compliance deadline of July 1, 2014. The regulation appears to have two purposes. First, the regulation provides individual states with more authority to govern online postsecondary education within their state borders. The regulation will do so by enforcing longstanding but unenforced requirements that institutions offering online courses obtain authorization from each state in which they have enrolled online students. Federal regulations give states wide latitude to establish authorization processes (if any) and attach associated fees, thus potentially creating 50 different authorization processes and associated costs.



Second, the regulation prevents students from utilizing federal Title IV (Pell Grant) funds to take online courses from institutions that have not received state authorization. Clearly, the implication is that an institution puts its ability to award Pell funds at risk if it offers online instruction without state authorization.

Compliance with this regulation in its current form will be extremely onerous for NPC, when one compares time involved to enrollment. In 2009-2010, NPC had 159 out-of-state students from 34 states enrolled in online courses. The vast majority of those students were enrolled in one credit Political Science US and Arizona Constitution courses. Two of those 159 students were identified by NPC Financial Aid as receiving federal financial funding.

Given that it is a violation of federal regulations to discriminate against students receiving Title IV funds, NPC could not simply tell students they may not use Title IV funds for online courses. Compliance costs are unknown, given that many states are just now looking at their current authorization processes, which may be subject to change. President Swarthout is currently drafting a letter to send to each state. The letter will define Northland Pioneer College, its current education presence in their state, and request clarification on what process and costs, if any, will be required for state authorization. In the interim, it may be necessary to temporarily suspend out-of-state student enrollment in online courses. Estimated enrollment impact of such a decision would be a loss of 5-15 annualized FTSE.

- 3. Current legislative action** – On June 3, 2011, Congresswoman Virginia Foxx (RNC) introduced HR 2117, a bill repealing the state authorization requirement and the new Department of Education mandated definition of a credit hour. The bill would also block any future attempts by the Department of Education to address credit hour definitions. 68 higher education associations and accrediting organizations have signed on in support of HR 2117. Representative Foxx is the chair of the House higher education subcommittee. The chair of the House education committee, John Kline (R-MN) is co-sponsor of the legislation. The bill is due for initial committee review on June 15, 2011



**Northland Pioneer College**

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

## 2010 Non-Returner Survey Summary

Survey Review: Every other year, NPC attempts to contact each student who did not graduate and chose not to re-enroll from spring to fall semester. Beginning in 2010, we excluded students who fell only into the following categories: dual enrollment, NAVIT, Department of Corrections, or enrolled in fewer than six credits during the prior year. These groups were eliminated from the survey because we are trying to capture responses from students who have full access to college services, who are pursuing degrees, certificates, or other multi-course goals, and who spend significant amounts of time utilizing college academic programs and services. For 2010, we attempted to contact 1368 students and garnered 165 responses. (A 10% response rate is considered acceptable for such surveys; this year we had a 12% response rate.)

### Question 1: Why did you choose not to re-enroll at NPC?

#### Top Responses

Transferred to other institution	15%
Work Conflict with classes	13%
Finances*	12%
Left the area	10%
Personal issues	8%
Course(s) not available	8%

*\*Includes applied late for financial aid, not approved for financial aid, owed debt to NPC and could not enroll, could not afford to attend. No responses specifically referenced tuition. 1 response specifically referenced deletion of the "tuition plateau" from 4-7 credits.*

### Question 2: Did you achieve your education or career goal?

Partially met	46%
Not met	35%
Met	19%

### Question 3: Did you leave with a positive, neutral, or negative feeling toward NPC?

Positive	62%
Neutral	24%
Negative	14%

**Question 4: Did the quality of services and academic programs at NPC exceed, meet, or not meet your expectations?**

Meet	69%
Exceed	23%
Did not meet	8%

**Question 5: Do you plan to re-enroll at NPC in the future?**

Yes	55%
Maybe	25%
No	20%

Concluding thoughts: As with the two previous surveys, this latest non-returner survey indicates that students choose not to re-enroll at NPC for a wide variety of reasons, most of which are beyond the college's direct control. Given that this survey is the equivalent of a business contacting its dissatisfied customers, students who are not returning and haven't graduated continue to have a remarkably positive view of the college (86% positive or neutral) and a high regard for programs and services (92% say met/exceeded expectations). At least based on these results, our conclusion based on other data that small tuition increases do not significantly impact enrollment appears to be validated. The decision to eliminate the tuition plateau, while it did affect enrollment, also does not appear to have generated negative feelings or caused students to not return. Finally, as with the prior two surveys, there appears to be a strong basis for the admissions office to make contact with these students and assist with re-enrollment, since virtually identical numbers (81% and 80%, respectively) say they have not met/only partially met their goal and plan to/might re-enroll at NPC in the future.

## Request to Ratify President's Contract

### **Requested action:**

Ratification of the President's Employment Contract

### **Summary:**

The District Governing Board approved an addendum to President's Contract at the June 2011 meeting. While Staff understood the intent of the Board was to renew the contract for a three-year period and to adjust the compensation, the addendum only addressed compensation. It appears that this has been the pattern for the past few years.

Paragraph 3(a) has been revised to clarify the intent of the Board to extend a three-year contract. Paragraph 3(c) of the prior contract has been incorporated into paragraph 3(a) and removed from the updated contract. The June 2011 compensation language has been included.

A copy of the revised contract is attached, along with a copy of the 2007 contract.



**Northland Pioneer College**

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## PRESIDENT'S EMPLOYMENT CONTRACT

This Contract is entered into as of the 21<sup>st</sup> of June, 2011, by and between the Governing Board (the "Governing Board") of the Navajo County Community College District (the "College"), and Jeanne Swarthout, (the "President").

### RECITALS

A. The Governing Board, at a meeting held on the 21<sup>st</sup> day of June, 2011, approved the employment of President in accordance with the terms and conditions of this Contract; and,

B. President desires to be employed by the Governing Board in accordance with the terms of this Contract.

### AGREEMENT

For and in consideration of the mutual promises and covenants set forth in this Contract, it is agreed between the Governing Board and the President as follows:

1. **Employment**: The Governing Board hereby employs President and President hereby enters into the employ of the Governing Board as President of the Northland Pioneer College, at all times subject to the terms of this Contract.

2. **Duties**: In President's capacity as President of the College, President shall be responsible for and perform all acts and duties incident thereto, including but not limited to, the following:

a. The performance of all duties and responsibilities of President as set forth in the appropriate Job Description and Governing Board Policies of the College as now or hereafter adopted;

b. The performance for the Governing Board and for the College of all duties and responsibilities of community College Presidents generally imposed by or implied from the laws of the United States and the State of Arizona, including but not limited to Arizona Revised Statutes Title 15, other applicable laws, rules or regulations, or customs and practices in Arizona;

c. The serving as the Chief Administrative Officer of the College and Chief Executive Officer of the Governing Board; and

d. The performance of such other duties and responsibilities as from time to time may now or hereafter be reasonably assigned to the President by the Governing Board.



3. **Terms:**

a. **Contract Term and Renewal:** This Contract shall take effect as of the 1<sup>st</sup> day of July, 2011, and continue in force thereafter through the 30<sup>th</sup> day of June, 2014. Beginning June 30, 2012, this contract may be extended by June 30<sup>th</sup> of each succeeding year by mutual agreement, subject however, to termination as hereafter provided. The Governing Board, in its sole discretion and with or without cause, may at any time decline to renew this Contract for an additional term. Further, if requested by President, this Contract shall not be renewed.

b. **Evaluation:** Annually, but no later than the 31<sup>st</sup> day of March of each calendar year during the term of this Contract, the Governing Board shall review with President the President's performance as President of Northland Pioneer College; President's progress towards goals established by the Governing Board or President; the working relationship among President, the Governing Board, the staff, the students and the community at large; whether President should continue to be employed by the Governing Board; changes in the annual salary, if any, and other terms and conditions of employment for the next subsequent year; and any other matters relative to the employment of President. As part of this annual review, College employees shall be given an opportunity to provide an evaluation of the President's performance at least one calendar month prior to the Board review date. President shall annually advise the Governing Board of this obligation during the preceding month of February.

4. **Compensation:** The Governing Board shall pay to President, and President agrees to accept from the Governing Board, in full payment for President's services hereunder, compensation and other benefits as follows:

a. **Salary:** The Governing Board shall pay to President an annual salary of one hundred forty-eight thousand three hundred ninety-five and fifty-two one-hundredths dollars (\$148,395.52). Such salary is not inclusive of the other benefits otherwise provided. The salary of President shall be paid in equal semi-monthly installments in accordance with the policy of the Governing Board Governing the same for its full-time professional employees or as otherwise agreed. The Governing Board retains the right (but is not obligated) to increase the annual salary of President during the continuation of this Contract, effective July 1 of any year during the term of this Contract. It is understood, however, that by amending President's salary (or any benefits), it shall not be deemed that the Governing Board has entered into a new agreement with President or has extended the termination date of this Contract.

b. **Benefits:** During the term hereof, President shall receive or participate in the benefits provided generally to full-time professional staff members of the Governing Board on the same basis as available to those staff members, including, but not limited to, vacation leave, sick leave, disability leave, health insurance and retirement benefits, and to such other benefits as may from time to time be approved by the

Governing Board. Such benefits are subject to change at any time on the same basis as generally changed for full-time employees.

In addition to such benefits generally available, President shall be entitled to the following benefits:

(1). **Other Benefits:** President shall further be entitled to such other benefits as may from time to time be approved by the Governing Board specifically for President or required to be provided President by law. Except for such benefits or the benefits set forth in this Contract, President shall be entitled to no further benefits from the Governing Board except as specifically required by law.

5. **Loyalty:** President shall devote all of the President's time, attention, knowledge and skills solely and exclusively to the business and interests of the Governing Board and the College. President may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of President's duties and responsibilities hereunder. The determination of the Governing Board as to whether such other work interferes with the discharge of President's duties and responsibilities hereunder shall be conclusive.

6. **Discharge and Termination:** President may be discharged and this Contract terminated at any time (even during the term of this Contract) for cause. Cause shall include but not be limited to breach of any material provision of this Contract, failure to comply with or to enforce the policies of the Governing Board, and when the interests of education in Arizona require discharge as prescribed in Arizona Revised Statutes Section 15-1443(A)(8). In addition, this Contract may be terminated pursuant to paragraphs 7 (pertaining to Disability), 8 (pertaining to Death), and 9 (pertaining to Contract Buy-Out), below.

In the event that the Board claims that cause exists to terminate the President prior to the expiration of this agreement, the Board shall provide the President with a written statement of its intent to discharge and the reasons for the discharge. Before the Board makes a final decision, the President is entitled to a hearing with the Board in open or closed session, within thirty (30) calendar days of the issuance of the written statement. The President may be represented by legal counsel at the President's expense and may present any evidence to the Board to rebut the stated reasons for discharge. After the President has had an opportunity to respond to the stated reasons for discharge, the Board will make a final decision in writing. The President may pursue any remedy deemed appropriate to challenge the final decision of the Board.

7. **Disability:** This section shall be construed to be consistent with applicable federal and state laws governing the employment of persons with disabilities.

In the event the President becomes ill or disabled and is unable to perform the essential function of the position with or without reasonable accommodation of the position for the period of forty-five (45) calendar days, the Board may require a fitness for duty examination and the President shall not unreasonably withhold consent. The

examination, to be performed by a licensed physician selected by the College, will be for the purpose of determining if the President's inability to perform the essential functions of the position will likely continue for a period of at least six (6) months from the initial date of illness or disability. The physicians' determination will be provided to both parties and the Board agrees the report shall be held in the strictest confidence. If the President wishes to have a second licensed physician's opinion considered by the Board, the President may consult with a physician of his own choosing, and that physician may conduct a second examination for the same purposes as the initial examination described above. The second physician's opinion will be provided to both parties, and the Board agrees the report shall be held in the strictest confidence.

Upon determination that the inability to perform the essential functions of the position will likely continue for a period of at least six (6) months from the initial date of illness or disability, the President will immediately vacate the President's position and will be assigned as "Administrator on Special Assignment." The President will be entitled to use sick leave, vacation, and family leave as permitted by law, and/or disability retirement as though continuing in the position of President. The President's employment will terminate when all paid or unpaid leaves have been exhausted. When a President vacates his or her position, the College may post and fill the position of President.

8. **Death During Employment:** If the President shall die during the term of this employment, the Governing board shall pay to the person or persons named by the President in writing, or if none, to the estate of the President the compensation which otherwise would be payable to the President up to the end of the month in which the President's death occurs. Thereafter, the Governing Board shall have no further responsibilities hereunder, and this Contract shall terminate automatically. Again, the provisions hereof shall not be deemed to affect any other benefits which may be available to the President, including, but not limited to, those available under the applicable retirement program, health and life insurance, workers' compensation or otherwise

9. **Contract Buy-Out:** The Governing Board shall have the right, with or without cause, and with or without giving any reason therefore, to terminate this Contract and purchase or buy out President's right or interest herein. The purchase price shall be based on the number of months remaining under the Contract as follows:

Months Remaining	Purchase Price
1-12	\$75,000
or pro rata balance remaining, whichever is less	
13-24	\$100,000
25-36	\$125,000

To terminate this Contract under this provision, the Governing Board shall notify the President of its election to terminate the Contract and the effective date of termination, which may be immediately. Notice shall be in writing, personally delivered to the President or mailed by certified mail, return receipt requested, postage prepaid,

addressed to President at President's last known address as disclosed for income tax purposes to the district's business office. If mailed, such notice shall be considered effective when mailed, irrespective of when received. The notice shall be accompanied by payment of the purchase price less required withholdings of income taxes, retirement or social security contributions and the like. Upon termination and payment, the President shall have no further rights or claims whatsoever against the Governing Board, the individual members thereof, the District or the College regarding President's employment.

10. **Referrals to President:** The Governing Board, collectively or individually, shall promptly refer to the President all criticisms, complains and suggestions called to their attention relative to the President or the College for the President's study and recommendation.

11. **Professional Activities:** The President is encouraged to attend appropriate professional meetings at the local, State and national levels, including, but not limited to, those of the Arizona Community College Association. As approved from time to time by the Governing board or in accordance with its general policies, reasonable costs of attendance will be paid by the Governing Board.

12. **No Tenure:** The President acknowledges that the President is not eligible for "tenure" or the status of a College employee who has completed any applicable probationary period. Moreover, neither this Contract nor other matters regarding the President's employment shall be deemed to confer tenure status on President whether express or implied. President's rights are limited to those set forth in this Contract.

13. **Resignation:** The President may resign during the term of this Contract by providing the Board with written notice of at least 90 days.

14. **Miscellaneous:**

a. **Governing Law:** This Contract has been executed in the State of Arizona and shall be governed in accordance with the laws of the State of Arizona in every respect and other applicable laws, rules and regulations. This Contract is further subject to the Governing Board's Policies and Regulations as now or hereafter adopted.

b. **Headings:** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

c. **Exclusive Terms:** This Contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written, including, but not limited to, any prior Contract.

d. **Severability:** The provisions of this Contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

e. **Binding Effect:** This Contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this President's Employment Contract as of the day and year first above written.

**GOVERNING BOARD**

**Navajo County Community College District**

By: \_\_\_\_\_  
Bill Jeffers, Chairman

By: \_\_\_\_\_  
Dr. Jeanne Swarthout, President

## PRESIDENT'S EMPLOYMENT CONTRACT

This Contract is entered into as of the 19<sup>th</sup> of June, 2007, by and between the Governing Board (the "Governing Board") of the Navajo County Community College District (the "College"), and Jeanne Swarhout, (the "President").

### RECITALS

A. The Governing Board, at a meeting held on the 19<sup>th</sup> day of June, 2007, approved the employment of President in accordance with the terms and conditions of this Contract; and,

B. President desires to be employed by the Governing Board in accordance with the terms of this Contract.

### AGREEMENT

For and in consideration of the mutual promises and covenants set forth in this Contract, it is agreed between the Governing Board and the President as follows:

1. **Employment:** The Governing Board hereby employs President and President hereby enters into the employ of the Governing Board as President of the Northland Pioneer College, at all times subject to the terms of this Contract.

2. **Duties:** In President's capacity as President of the College, President shall be responsible for and perform all acts and duties incident thereto, including but not limited to, the following:

a. The performance of all duties and responsibilities of President as set forth in the appropriate Job Description and Governing Board Policies of the College as now or hereafter adopted;

b. The performance for the Governing Board and for the College of all duties and responsibilities of community college presidents generally imposed by or implied from the laws of the United States and the State of Arizona, including but not limited to Arizona Revised Statutes Title 15, other applicable laws, rules or regulations, or customs and practices in Arizona;

c. The serving as the Chief Administrative Officer of the College and Chief Executive Officer of the Governing Board; and

d. The performance of such other duties and responsibilities as from time to time may now or hereafter be reasonably assigned to the President by the Governing Board.

3. **Terms:**

a. **Term:** This Contract shall take effect as of the 15<sup>th</sup> day of May, 2007, and continue in force thereafter through the 30<sup>th</sup> day of June, 2010, subject however, to termination and extension as hereafter provided.

b. **Evaluation:** Annually, but no later than the 31<sup>st</sup> day of March of each calendar year during the term of this Contract, the Governing Board shall review with President the President's performance as President of Northland Pioneer College; President's progress towards goals established by the Governing Board or President; the working relationship among President, the Governing Board, the staff, the students and the community at large; whether President should continue to be employed by the Governing Board; changes in the annual salary, if any, and other terms and conditions of employment for the next subsequent year; and any other matters relative to the employment of President. As part of this annual review, College employees shall be given an opportunity to provide an evaluation of the President's performance at least one calendar month prior to the Board review date. President shall annually advise the Governing Board of this obligation during the preceding month of February.

c. **Contract Renewal:** The Governing Board, in its sole discretion and with or without cause, may at any time decline to renew this Contract for an additional term. Further, if requested by President, this Contract shall not be renewed.

4. **Compensation:** The Governing Board shall pay to President, and President agrees to accept from the Governing Board, in full payment for President's services hereunder, compensation and other benefits as follows:

a. **Salary:** The Governing Board shall pay to President an annual salary of one hundred and forty thousand dollars (\$140,000.00). Such salary is not inclusive of the other benefits otherwise provided. The salary of President shall be paid in equal semi-monthly installments in accordance with the policy of the Governing Board Governing the same for its full-time professional employees or as otherwise agreed. The Governing Board retains the right (but is not obligated) to increase the annual salary of President during the continuation of this Contract, effective July 1 of any year during the term of this Contract. It is understood, however, that by amending President's salary (or any benefits), it shall not be deemed that the Governing Board has entered into a new agreement with President or has extended the termination date of this Contract.

b. **Benefits:** During the term hereof, President shall receive or participate in the benefits provided generally to full-time professional staff members of the Governing Board on the same basis as available to those staff members, including, but not limited to, vacation leave, sick leave, disability leave, health insurance and retirement benefits, and to such other benefits as may from time to time be approved by the Governing Board. Such benefits are subject to change at any time on the same basis as generally changed for full-time employees.

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5. **Loyalty**: President shall devote all of the President's time, attention, knowledge and skills solely and exclusively to the business and interests of the Governing Board and the College. President may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of President's duties and responsibilities hereunder. The determination of the Governing Board as to whether such other work interferes with the discharge of President's duties and responsibilities hereunder shall be conclusive.

6. **Discharge and Termination**: President may be discharged and this Contract terminated at any time (even during the term of this Contract) for cause. Cause shall include but not be limited to breach of any material provision of this Contract, failure to comply with or to enforce the policies of the Governing Board, and when the interests of education in Arizona require discharge as prescribed in Arizona Revised Statutes Section 15-1443(A)(8). In addition, this Contract may be terminated pursuant to paragraphs 7 (pertaining to Disability), 8 (pertaining to Death), and 9 (pertaining to Contract Buy-Out), below.

In the event that the Board claims that cause exists to terminate the President prior to the expiration of this agreement, the Board shall provide the President with a written statement of its intent to discharge and the reasons for the discharge. Before the Board makes a final decision, the President is entitled to a hearing with the Board in open or closed session, within thirty (30) calendar days of the issuance of the written statement. The President may be represented by legal counsel at the President's expense and may present any evidence to the Board to rebut the stated reasons for discharge. After the President has had an opportunity to respond to the stated reasons for discharge, the Board will make a final decision in writing. The President may pursue any remedy deemed appropriate to challenge the final decision of the Board.

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In the event the President becomes ill or disabled and is unable to perform the essential function of the position with or without reasonable accommodation of the position for the period of forty-five (45) calendar days, the Board may require a fitness for duty examination and the President shall not unreasonably withhold consent. The examination, to be performed by a licensed physician selected by the College, will be for the purpose of determining if the President's inability to perform the essential functions of the position will likely continue for a period of at least six (6) months from the initial date of illness or disability. The physicians' determination will be provided to both parties and the Board agrees the report shall be held in the strictest confidence. If the



President wishes to have a second licensed physician's opinion considered by the Board, the President may consult with a physician of his own choosing, and that physician may conduct a second examination for the same purposes as the initial examination described above. The second physician's opinion will be provided to both parties, and the Board agrees the report shall be held in the strictest confidence.

Upon determination that the inability to perform the essential functions of the position will likely continue for a period of at least six (6) months from the initial date of illness or disability, the President will immediately vacate the President's position and will be assigned as "Administrator on Special Assignment." The President will be entitled to use sick leave, vacation, and family leave as permitted by law, and/or disability retirement as though continuing in the position of President. The President's employment will terminate when all paid or unpaid leaves have been exhausted. When a President vacates his or her position, the College may post and fill the position of President.

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**9. Contract Buy-Out:** The Governing Board shall have the right, with or without cause, and with or without giving any reason therefore, to terminate this Contract and purchase or buy out President's right or interest herein. The purchase price shall be based on the number of months remaining under the Contract as follows:

Months Remaining	Purchase Price
1-12	\$75,000
or pro rata balance remaining, whichever is less	
13-24	\$100,000
25-36	\$125,000

To terminate this Contract under this provision, the Governing Board shall notify the President of its election to terminate the Contract and the effective date of termination, which may be immediately. Notice shall be in writing, personally delivered to the President or mailed by certified mail, return receipt requested, postage prepaid, addressed to President at President's last known address as disclosed for income tax purposes to the district's business office. If mailed, such notice shall be considered effective when mailed, irrespective of when received. The notice shall be accompanied by payment of the purchase price less required withholdings of income taxes, retirement or social security contributions and the like. Upon termination and payment, the

President shall have no further rights or claims whatsoever against the Governing Board, the individual members thereof, the District or the College regarding President's employment.

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12. **No Tenure:** The President acknowledges that the President is not eligible for "tenure" or the status of a College employee who has completed any applicable probationary period. Moreover, neither this Contract nor other matters regarding the President's employment shall be deemed to confer tenure status on President whether express or implied. President's rights are limited to those set forth in this Contract.

13. **Resignation:** The President may resign during the term of this Contract by providing the Board with written notice of at least 90 days.

14. **Miscellaneous:**

a. **Governing Law:** This Contract has been executed in the State of Arizona and shall be governed in accordance with the laws of the State of Arizona in every respect and other applicable laws, rules and regulations. This Contract is further subject to the Governing Board's Policies and Regulations as now or hereafter adopted.

b. **Headings:** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

c. **Exclusive Terms:** This Contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written, including, but not limited to, any prior Contract.

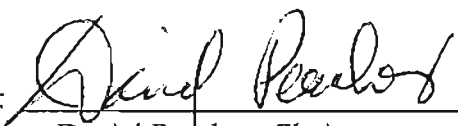
d. **Severability:** The provisions of this Contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.


e. **Binding Effect:** This Contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this President's Employment Contract as of the day and year first above written.

**GOVERNING BOARD**

**Navajo County Community College District**

By:   
Daniel Peaches, Chairman

By:   
Dr. Jeanne Swarthout, President

RECEIVED  
JUL - 3 2007  
NPC PAYROLL



Prescott College

For the Liberal Arts, the Environment, and Social Justice



Northland Pioneer College

MEMORANDUM OF AGREEMENT BETWEEN  
NORTHLAND PIONEER COLLEGE  
AND PRESCOTT COLLEGE

**Introduction**

Prescott College and Northland Pioneer College are committed to providing greater educational opportunities and services for students transferring between institutions. This commitment strongly supports the goal of seamless transfer that embraces the principle that transfer students should not be required to repeat competencies already achieved.

The purpose of the agreement is to enable Northland Pioneer College students who transfer to Prescott College to carry with them the credit they have already earned for as much relevant study as possible. Therefore, it is understood and agreed that courses taken at any Northland Pioneer College campus are considered equally transferable. This agreement provides a structure through which transfer articulation can be supported.

**Minimum Transfer Requirements**

- Prescott College has no limit to the number of semester credits accepted in transfer. Nonetheless transfer students must be enrolled at Prescott College for a minimum of 8 to 10 upper division courses and complete a minimum of 120 semester credits before becoming eligible to graduate with a Bachelor of Arts degree from Prescott College.
- Only college-level courses numbered 100 and above and with a grade of C or better, or Pass where P = C- or better, will be accepted for transfer. These credits may be applied toward a competence (major), breadth (minor), general education requirement, or as an exemption or replacement for a required course and applied toward a Bachelor of Arts degree.

**Guaranteed Admissions Program**

Applicants are eligible for guaranteed admissions to Prescott College if they meet the following criteria:

- Graduate from Northland Pioneer College with an Associate of Arts, Associate of Applied Science, Associate of Arts in Elementary Education, Associate of General Studies, Associate of General Studies, Early Childhood Degrees, or Associate of Business degree.
- Possess a minimum Northland Pioneer College cumulative GPA of 2.0.

Applicants seeking admission with a cumulative Northland Pioneer College GPA of less than 2.0 will follow the standard application and evaluation process for admission.

Note: All transfer students must complete the Prescott College transfer process and therefore must meet all applicable requirements and deadlines pertaining to application for admission, orientation residency, registration, and payment of tuition and fees. Students will abide by the policies and procedures, along with any revisions thereof that apply to all students of Prescott College.

**Programs Covered by this Agreement**

All Northland Pioneer College students are welcome to seek admissions to Prescott College as a transfer student. An Addendum(s) to this Agreement details specific program-to-program direct articulation to Prescott College. The current addendums address Elementary Education and Early Childhood Education. Specific requirements for transfer in these two programs are addressed in the attached Addendums.

## Shared Responsibilities

Prescott College and Northland Pioneer College agree to support the launch and long-term success of the Agreement by collaborating on the following activities:

### Communicating the Agreement

- Publish an internal announcement for students, faculty and staff (both institutions)
- Communicate the details of the Agreement to department faculty and academic/transfer advisors (both institutions).

### Training

- Work with relevant Northland Pioneer College department faculty and academic and transfer advisors to explain the advising tools and features and benefits of the Agreement (Prescott College).

### Marketing

- Include Prescott College on the Northland Pioneer College Transfer Web page.
- Each fall and spring semester, Prescott College will create an email based promotional piece for Northland Pioneer College to distribute to students introducing them to the benefits of the Agreement.
- Create hard and soft copy advising tools and degree plan templates (Prescott College).
- Invite Prescott College to all Transfer Events hosted by Northland Pioneer College.
- Allow Prescott College to promote all degree, certificate, continuing education programs to faculty and staff of Northland Pioneer College to encourage their own professional development.

### Annual Assessment Meeting

An annual assessment of the Agreement will occur on or near June 1 of each year. The following information obtained from this evaluation will be used to improve the transfer process for the benefit of students:

- Enrollment data
- Retention data
- Review effectiveness of marketing and communication efforts
- Review and revise course descriptions, course equivalency tables, graduation requirements and course sequence information.

### Longevity of the Agreement

The agreement will be in effect until Prescott College and/or Northland Pioneer College notifies the other party in writing of its desire to cancel or revise the agreement.

Renewal of the agreement. The agreement will be renewed every three years from the date of signing unless written notification is received by one or both parties.

Cancellation or termination of the agreement. This agreement will be in effect until written notification canceling the agreement is provided by one party to the other party providing at least six months notice of the proposed termination is given, in order to protect all students transferring between these institutions. The agreement will terminate on June 30 following the date the cancellation notification is received.

Signed for Northland Pioneer College

Signed for Prescott College

\_\_\_\_\_  
Dr. Jeanne Swarthout  
President, Northland Pioneer College

\_\_\_\_\_  
Dr. Paul Burkhardt  
Executive Vice President for Academic Affairs and Provost

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





Prescott College

For the Liberal Arts, the Environment, and Social Justice



Northland Pioneer College

## Early Childhood Education (ECE)

Prescott College has no limit to the number of semester credits accepted in transfer. Nonetheless transfer students must be enrolled at Prescott College for a minimum of 8 to 10 upper division courses and complete a minimum of 120 semester credits before becoming eligible to graduate with a Bachelor of Arts degree from Prescott College.

Prescott College will accept any completed Arizona General Education Curriculum (AGEC) as satisfying the Liberal Arts Breadth requirements (Breadth 2) at Prescott College. Students will need to successfully complete 10 upper division courses (30 semester credits) at Prescott College, including 8 courses in the ECE competence area.

The following ECE competence area courses (15 credits) must be taken at Prescott College:

- **EDU 47898 Early Childhood Practicum 1: Student Teaching - Birth through Pre-K (4 credits)**
- **EDU 47899 Early Childhood Practicum 2: Student Teaching - Kindergarten through Grade 3 (4 credits)**
- **EPF 47001 Capstone Eportfolio Lab (1 credit)**
- **EDU 47809 Curriculum Development and Implementation (3 credits)**
- **EDU 47813 ECE Instructional Techniques and Methodologies (3 credits)**

Students will need to take an additional 15 credit hours and five courses at Prescott College including 3 courses in the ECE competence area.

Prescott College will accept the following Northland Pioneer College Early Childhood Development and Education courses as equivalents to the designated ECE competence courses offered by Prescott College. In situations in which a student from Northland Pioneer College has only partially satisfied the Prescott College course requirement, the NPC credit hours will be accepted as partially satisfying ECE competence area requirements and students will need to take an upper division Prescott College course in the competence area in order to complete the requirement.

Curriculum

<b>Prescott Course</b>	<b>Credit Hours</b>	<b>NPC course</b>	<b>Possible Alternates</b>	<b>HRs needed @ PC</b>
EDU 47801 <b>Foundations of ECE</b>	3	ECD 200 Intro to Early Childhood Ed (3)		0
EDU 47803 <b>Child Growth and Development</b>	2	ECD 250 Child Development I (3)	<b>OR ANY 2 of the Following:</b> ECD 147 Prenatal and Infant Development 1.0, ECD 148 Toddler Development 1.0 ECD 149 Development of the Preschool Child 1.0 ECD 172 Physical Development in Infancy and Toddlerhood 1.0	0
EDU 47805 <b>Social and Emotional Development</b>	3	ECD 239 Social Emotional Development in Young Children (3)	ECD 120 Enhancing a Positive Self Concept 1.0 ECD 166 Encouraging Autonomy and Positive Self-Concept (1) ECD 168 Enhancing Social Competence of Infants and Toddlers (1)	0
EDU 47809 <b>Curriculum Development and Implementation</b>	3	PC		3
EDU 47815 <b>The Exceptional Child and Special Education Processes</b>	3	ECD 222 Young Children with Special Needs (3)	ECD143 Inclusion of Children with Special Needs (2)	0
EDU 47807 <b>Early Language and Literacy</b>	3	ECD 113 Communication and Language 1.0 ECD 217 Early Literacy 1.0 ECD 165 Language Development of Infants and Toddlers 1.0		0
EDU 47811 <b>Parent, Family, School, and Community</b>	3	ECD 110 Building Relationships with Parents 1.0 ECD 111 Supporting the Growth and Ed of Parents 1.0 ECD 112 Enhancing Family Involvement 1.0		0
EDU 47813 <b>ECE Instructional Techniques and</b>	3	PC		3

<b>Methodologies</b>						
EDU 47817 <b>Health, Safety, and Nutrition</b>	2	ECD 100 Proving a Healthy Environment 1.0 ECD 102 Ensuring a Safe Environment 1.0 ECD 220 Preschool Behavior Problems 3.0	ECD 115 Nutrition 1.0 (partial)	0		
EDU 47821 <b>Child Guidance and Classroom Management</b>	3	ECD 108 Observing Young Children (1) ECD 136 Understanding How Children Learn (1) ECD 158 Developing and Utilizing Observation Skills in Infant and Toddler Program (1) EDU 280 Intro to Structured English Immersion (SEI) Augmented 3.0	ECD 105 Guidance Principle 1.0 (partial) ECD 167 Guidance and Discipline of Infants and Toddlers 1.0 (partial) ECD 168 Enhancing Social Competence of Infants and Toddlers 1.0	0		
EDU 47823 <b>Characteristics and Practices in a Young Child's Behavior</b>	3	ECD 108 Observing Young Children (1) ECD 136 Understanding How Children Learn (1) ECD 158 Developing and Utilizing Observation Skills in Infant and Toddler Program (1) EDU 280 Intro to Structured English Immersion (SEI) Augmented 3.0		0		
EDU 47002 <b>Structured English Immersion Methods (SEI)</b>	3	EDU 282 SEI and English as a Second Language (ESL) Teaching Methods 3.0		0		
EDU 47003 <b>Advanced Study in Structured English Immersion (SEI)</b>	3	EDU 282 SEI and English as a Second Language (ESL) Teaching Methods 3.0		0		
EDU 47898 <b>Early Childhood Practicum 1: Student Teaching - Birth through Pre-K</b>	4	PC		4		
EDU 47899 <b>Early Childhood Practicum 2: Student Teaching - Kindergarten through Grade 3</b>	4	PC		4		
<b>Capstone Eportfolio Lab</b>	1	PC		1		
						15



Prescott College

For the Liberal Arts, the Environment, and Social Justice



Northland Pioneer College

## Elementary Education

Prescott College has no limit to the number of semester credits accepted in transfer. Nonetheless transfer students must be enrolled at Prescott College for a minimum of 8 to 10 upper division courses and complete a minimum of 120 semester credits before becoming eligible to graduate with a Bachelor of Arts degree from Prescott College.

Prescott College will accept any completed Arizona General Education Curriculum (AGEC) as satisfying the Liberal Arts Breadth requirements (Breadth 2) at Prescott College.

Students will need to successfully complete 10 upper division courses (30 semester credits) at Prescott College, including 8 courses in the Education (EDU) competence area.

The following EDU competence area courses (25 credits) must be taken at Prescott College:

- **EDU 47010 Curriculum Design(3)**
- **EDU 47030 Assessment and Measurement(3)**
- **EDU 47026 Science: Methods & Practice (2)**
- **EDU 47024 Social Studies: Methods and Practice (2)**
- **EDU 47022 Language Arts: Methods and Practice (2)**
- **EDU47020 Reading: Methods and Practice (3)**
- **EDU47199 Student Teaching: Elementary Education (8)**
- **Plus at least two credits that cover environmental issues that are covered in a Prescott Colleges course -- EDU 47015 Educating for the Future: Multicultural and Environmental Issues (3) – that are not generally covered in courses offered at other institutions that focus on diversity in education.**

Students will need to take at least an additional 5 credit hours and one course at Prescott College. Full-course equivalents (FCEs) at Prescott College are 3 or 4 semester hours, therefore the 3 two-semester methods courses count as 2 full-course equivalents. PC students will also be taking Exploration in Interdisciplinary Studies (EIS) and a Liberal Arts Seminar (LAS), which will suffice for the 5 hours in the competence. Student teaching counts as two upper division (UD) courses, so students really only need one more UD course at PC.

Prescott College will accept the following Northland Pioneer College Education and Early Childhood Development courses as equivalents to the designated EDU competence courses offered by Prescott College. In situations in which a student from Northland Pioneer College has only partially satisfied the Prescott College course requirement, the NPC credit hours will be accepted as partially satisfying EDU competence area requirements and students will need to take an upper division Prescott College course in the competence area in order to complete the requirement.

## Curriculum

Prescott Course	Credit Hours	NPC course	Possible alternate	HRs needed @ PC
EDU 47001 Foundations of Education	3	EDU 200 Introduction to Education (3)		0
EDU 47005 Learning Theories	3	EDU 272 Educational Psychology (3)		0
EDU 47010 Curriculum Design	3			3
EDU 47015 Educating for the Future: Multicultural and Environmental Issues (3)	3	EDU 220 Diversity in Education (3) N.B.: Students will need 2 additional semester credit hours to cover Environmental Issues	ECD 128 Incorporating Children's Culture (1) ECD 129 Planning & Implementing a Bilingual Program (1)	2
EDU 47030 Assessment and Measurement (3)	3			3
EDU 47035 Intro to Special Education	3	EDU222 Introduction to Special Education (3)		0
EDU 47002 Structured English Immersion (SEI)	3	EDU 280 Intro to Structured English Immersion (SEI) Augmented (3)		0
EDU 47003 Advanced Study in SEI	3	EDU 282 SEI and English as a Second Language (ESL) Teaching Methods (3)		0
EDU 47040 Classroom Management	3	EDU 276 Managing the Learning Environment (3)		0
EDU 47028 Mathematics: Methods & Practice	2	MAT 161/ MAT 162 (6)	4 units will apply as electives	0
EDU 47026 Science: Methods & Practice	2			2
EDU 47024 Social Studies: Methods and Practice	2			2
EDU 47022 Language Arts: Methods and Practice	2			2
EDU 47020 Reading: Methods and Practice	3			3
EDU 47199 Student Teaching: Elementary Education	8			8
				25



Study Session  
Agenda Item #8.  
August 16, 2011  
Action

## Request to Approve a Facility Lease for Welding Arts

### Recommendation

Staff recommends approval of a facility lease agreement for Unit 3 at 1560 East Commerce Drive, Show Low, AZ with Mountain Oaks Development at an annual rate of \$8,400.

### Summary

Staff has identified a facility to separately house Welding Arts instruction. Welding Arts instruction previously used the same space as the Automotive program. Welding Arts expanded enrollment requires additional space and both programs will benefit from a separation of activities.

Staff has identified a 1,200 square foot facility in the Show Low industrial park, 1560 E. Commerce Drive-Unit 3, which will meet the needs of the Welding Arts. The lease is for a two-year term at an annual rate of \$8,400. The lease agreement will include a renewal option. Annual utility expenses are expected to be approximately \$3,000. An abstract of the proposed lease is included.



**Northland Pioneer College**

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

**LEASE ABSTRACT**

**PROPERTY ADDRESS:** 1560 East Commerce Drive, Unit 3  
Show Low, AZ 85901

**TENANT:** Northland Pioneer College  
Blaine Hatch  
Financial Advisor  
P.O. Box 6010  
Holbrook, AZ 86025  
(928) 524-7640

**LANDORD:** Mountain Oaks Development, LLC  
1801 W. Deuce of Clubs, Suite 310  
Show Low, AZ 85901  
928-532-7777

**SPACE:** Square feet occupied: 1,200  
Percentage of total space: N/A  
Core Factor of the building: N/A

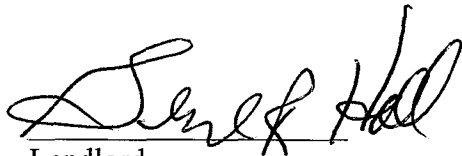
**TERM:** Number of years: Two  
Commencement Date: August 20, 2011  
Termination Date: August 19, 2013

**RENTAL:** Year 1 \$8,400 (\$700 Per Month, includes sales tax)  
Year 2 \$8,400  
Total Monthly Rent:  $\$686.27 + \$13.73 = \$700.00$

**OPERATING EXPENSE:** Water to be paid by landlord

**SECURITY DEPOSIT:** N/A

**OPTIONS:** Renewal: By Agreement  
Terminate: Negotiable



Landlord

Aug 8 2011  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2010 to May 31, 2011

Budget Period Expired

92%

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 %
<b>REVENUES</b>									
Primary Tax Levy	11,975,227	1,587,757	11,763,236						
State Aid:									
Maintenance and Operations Capital	3,590,000		3,590,000						
Equalization	6,624,000		6,624,000						
Out of County reimbursement			778,792						
Tuition and Fees	4,635,000	936,829	4,147,729						
Investment earnings	100,000	13,780	105,229	10,000	1,378	10,525			105%
Grants and Contracts	750,000	9,854	613,696						
Other Miscellaneous	63,380	20,848	197,719						
Transfers:	(3,300,000)	(212,500)	(2,806,277)	2,550,000	212,500	2,337,500			92%
<b>TOTAL REVENUES</b>	<b>\$24,437,607</b>	<b>\$2,356,568</b>	<b>\$25,014,124</b>	<b>\$2,560,000</b>	<b>\$213,878</b>	<b>\$2,348,025</b>	<b>\$2,560,000</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES</b>									
Salaries and Wages	15,328,773	1,134,478	11,983,081						
Operating Expenditures	5,773,460	360,447	3,477,797	2,560,000	139,634	513,016			20%
Capital Expenditures	530,200	8,676	51,304						
<b>TOTAL EXPENDITURES</b>	<b>\$21,632,433</b>	<b>\$1,503,601</b>	<b>\$15,512,182</b>	<b>\$2,560,000</b>	<b>\$139,634</b>	<b>\$513,016</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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 %
<b>REVENUES</b>									
Grants and Contracts	5,150,000	368,585	4,913,458						
Sales and Services				150,000	9,305	79,883			
Bookstore				70,000	14,383	230,266			53%
Other							0	229	2,732
Investment Earnings									
Donations									
Board Designated Donation	400,000		463,006	350,000		5,771			2%
Transfers:									
<b>TOTAL REVENUES</b>	<b>\$5,550,000</b>	<b>\$368,585</b>	<b>\$5,376,464</b>	<b>\$570,000</b>	<b>\$23,688</b>	<b>\$315,920</b>	<b>\$0</b>	<b>\$229</b>	<b>\$2,732</b>
<b>EXPENDITURES</b>									
Salaries and Wages	899,442	78,544	578,943	377,340	18,220	173,090			46%
Operating Expenditures	4,200,558	301,693	4,525,704	192,660	7,738	135,425			70%
Capital Expenditures	450,000		184,071				0	85	2,733
<b>TOTAL EXPENDITURES</b>	<b>\$5,550,000</b>	<b>\$380,237</b>	<b>\$5,288,718</b>	<b>\$570,000</b>	<b>\$25,958</b>	<b>\$308,515</b>	<b>\$0</b>	<b>\$85</b>	<b>\$2,733</b>

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

For the period

July 1, 2010 to June 30, 2011

Budget Period Expired

100%

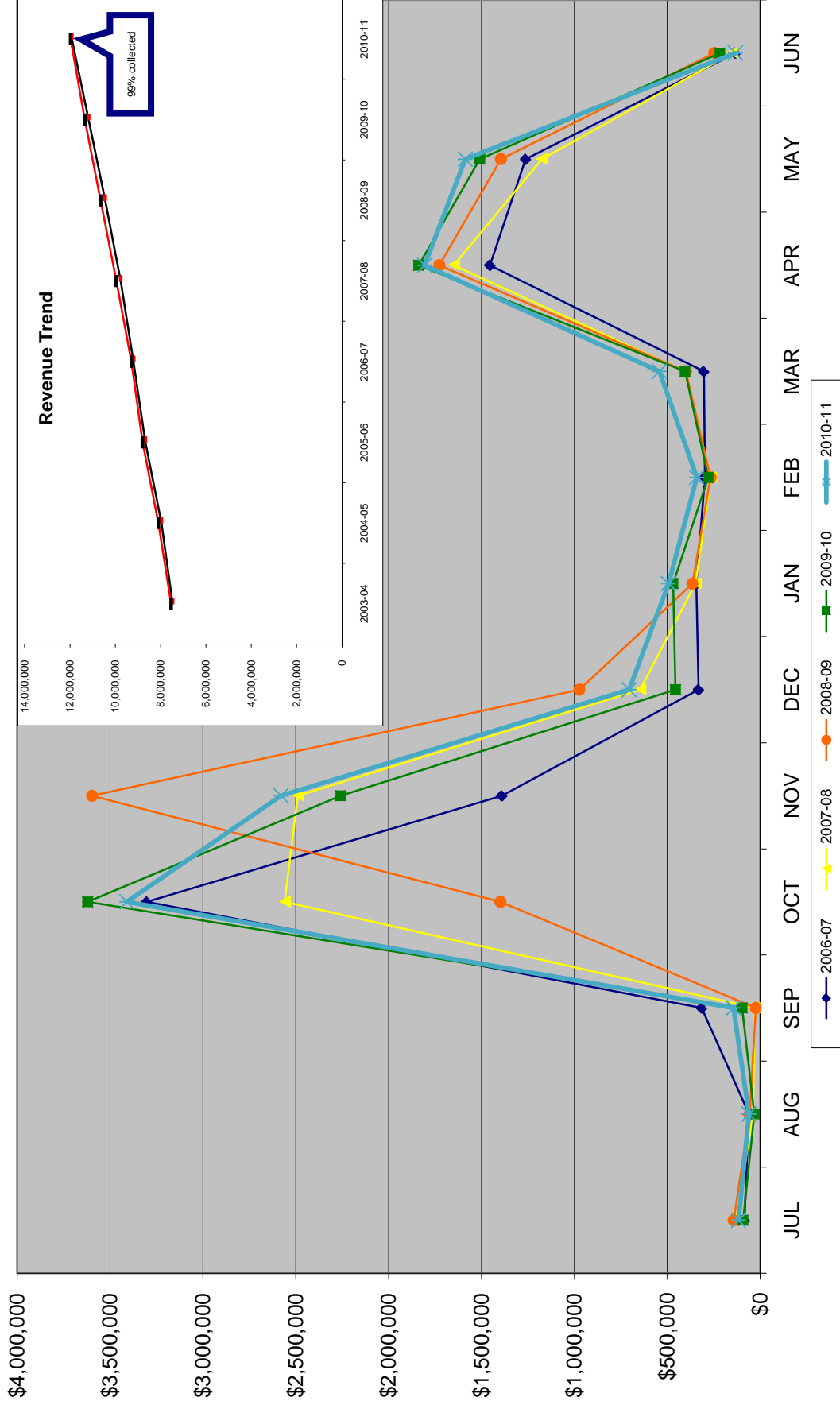
Tax Supported Funds

	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 %
<b>REVENUES</b>									
Primary Tax Levy	11,975,227	133,471	11,896,707						
State Aid:									
Maintenance and Operations Capital Equalization	3,590,000		3,590,000						
Out of County reimbursement	6,624,000		6,624,000						
Tuition and Fees	4,635,000	82,340	4,230,069						
Investment earnings	100,000	7,581	112,810	10,000	758	11,284			113%
Grants and Contracts	750,000	174,854	788,550						
Other Miscellaneous	63,380	22,437	220,156						
Transfers:	(3,300,000)	(238,286)	(3,044,563)	2,550,000	212,500	2,550,000			100%
<b>TOTAL REVENUES</b>	<b>\$24,437,607</b>	<b>\$182,397</b>	<b>\$25,196,521</b>	<b>\$2,560,000</b>	<b>\$213,258</b>	<b>\$2,561,284</b>	<b>100%</b>		
<b>EXPENDITURES</b>									
Salaries and Wages	15,328,773	1,447,840	13,440,303						
Operating Expenditures	5,773,460	713,894	4,191,691						
Capital Expenditures	530,200	53,186	104,552	2,560,000	184,565	697,581		0	0
<b>TOTAL EXPENDITURES</b>	<b>\$21,632,433</b>	<b>\$2,214,920</b>	<b>\$17,736,546</b>	<b>\$2,560,000</b>	<b>\$184,565</b>	<b>\$697,581</b>	<b>27%</b>	<b>\$0</b>	<b>\$0</b>

Restricted, Auxiliary and Agency Funds

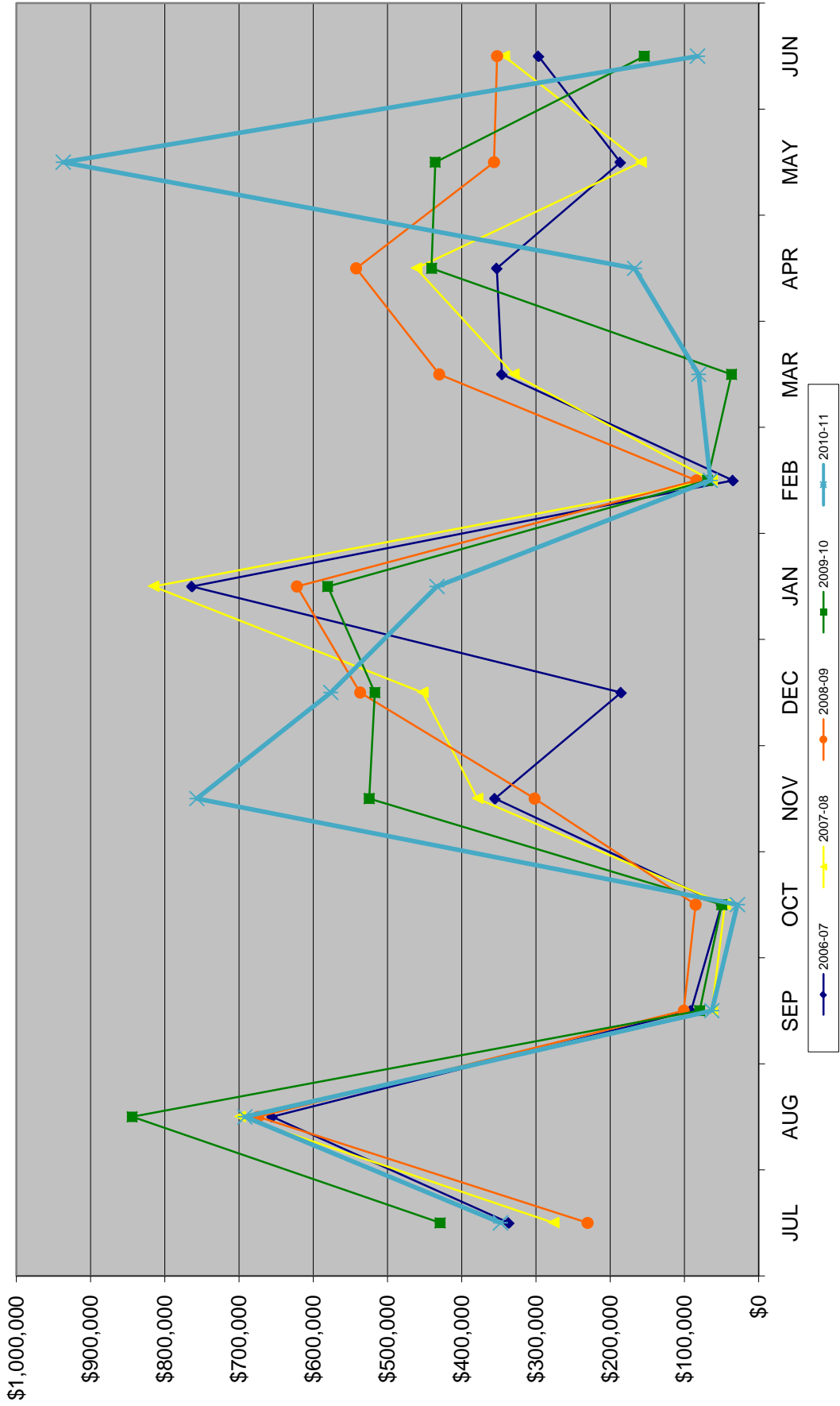
	Restricted			Auxiliary			Agency		
	Budget	Current Month Actual	Y-T-D Actual %	Budget	Current Month Actual	Y-T-D Actual %	Budget	Current Month Actual	Y-T-D Actual %
<b>REVENUES</b>									
Grants and Contracts	5,150,000	260,279	5,173,737						
Sales and Services									
Bookstore				150,000	(2,486)	77,397	52%		
Other				70,000	31,357	261,623	374%		2,904
Investment Earnings									
Donations									
Board Designated Donation	400,000		463,006	350,000	25,786	31,557	9%		
Transfers:									
<b>TOTAL REVENUES</b>	<b>\$5,550,000</b>	<b>\$260,279</b>	<b>\$5,636,743</b>	<b>\$570,000</b>	<b>\$54,657</b>	<b>\$370,577</b>	<b>65%</b>	<b>\$0</b>	<b>\$2,904</b>
<b>EXPENDITURES</b>									
Salaries and Wages	899,442	66,339	645,282						
Operating Expenditures	4,200,558	38,167	4,563,871	377,340	20,822	193,912	51%		
Capital Expenditures	450,000	2,803	186,874	192,660	34,625	176,665	92%		3,039
<b>TOTAL EXPENDITURES</b>	<b>\$5,550,000</b>	<b>\$107,309</b>	<b>\$5,396,027</b>	<b>\$570,000</b>	<b>\$55,447</b>	<b>\$370,577</b>	<b>65%</b>	<b>\$0</b>	<b>\$3,039</b>

# Monthly Primary Property Tax Receipts





# Monthly Tuition and Fee Receipts



**Human Resources UPDATE**  
**DGB-August 16, 2011**

**FILLED**

1. **Financial Aid Specialist – Valarie Abeyta and Ayla Hayden started 8-1-11**
2. **Faculty in Music – Julie Neish – starts 8-19-11. BS in Music – Brigham Young University-Idaho; Master of Music – George Mason University**
3. **Faculty in Art (Two dimensional) – Peterson Yazzie starts 8-19-11. AFA & BFA – Institute of American Indian Arts; MFA – University of New Mexico**
4. **Faculty in Spanish – Richard Harris – starts 8-19-11. B.A. in Spanish and M.A. in Spanish Literature from Arizona State University.**
5. **Support Center Operators (3) – John Vorpapel started 8-1-11; Karen Baker and Natalie Kee start 8-8-11**
6. **ADOC Full Time Faculty/Coordinator – Russell Brown started 8-1-11. Bachelors in Professional Aeronautics – Embry Riddle Aeronautical University; M.Ed – NAU**
7. **ADOC Part Time Faculty – John Confer – started 8-1-11. B.S. in Liberal Arts – Arizona State University**
8. **Biology Lab Manager – Tanya Baker – started 8-1-11. B.S. in Health Sciences – University of Arizona**
9. **Whiteriver Center Advisor/Library Technician – Stephanie Joseph – M.A. in Library Science – University of Arizona; M.S. Public Health – Univ. of Kansas**
10. **Records and Registration Clerk – Travis Myers started 7-1-11**

**PENDING**

1. **Secretary to the Dean of Nursing and Allied Health - Closed 7-14-11. 20 applicants.**
2. **Director of Institutional Effectiveness – Closed 7-1-11. 17 applicants.**
3. **Center Assistant/Monitor St. Johns – Closed 6-17-11. 6 applicants.**

**OPEN**

1. **Systems Analyst/Programmer – Closes 8-26-2011**

**EMPLOYEE OF THE MONTH**



**Northland Pioneer College**

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