

# 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 October 18, 2011 beginning at 11:00 a.m. Further notice is given that the Board will hold a Study Session open to the public beginning at 10:00 a.m. All sessions will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify 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 17th day of October at 9:00 a.m.

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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. KRZV 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

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

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

**Date:** October 18, 2011

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

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Resource</u></b>
1.	<b>Video Bridge Update and Discussion (T3)</b> ..... (Informational)	<b>Director Bishop</b>
2.	<b>Request Approval to Lease Facilities from Kayenta Unified School District Lease Agreement (T4)</b> .....(Action)	<b>Vice President Hatch</b>
3.	<b>Request to Purchase Software and Hardware for ERP Disaster Recovery (T5)</b> .....(Action)	<b>Director Bishop</b>
4.	<b>Request to Approve Initial Transfer Admission Guarantees With ASU (T6)</b> .....(Action)	<b>Vice President Vest</b>

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting.  
The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President's Report.



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

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

**Date:** October 18, 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.	Reports:	
	A. Financial Position (T7) .....	Vice President Hatch
	B. CASO .....	Ina Sommers
	C. NPC Faculty Association .....	Brian Burson
	D. NPC Student Government Association .....	Dean Hinton
	E. NPC Foundation.....	Lance Chugg
5.	Consent Agenda..... (Action)	Chairman Jeffers
	A. September 20, 2011 Study Session Minutes (T2)	
	B. September 20, 2011 Regular Board Minutes (T2)	
	C. 2011-2012 Dual Enrollment Intergovernmental Agreements between the Navajo County Community College District and Red Mesa Unified School District No. 27	
6.	Old Business: None.	
7.	New Business:	
	A. Request Approval to Lease Facilities from Kayenta Unified School District (T4)..... (Action)	Vice President Hatch
	B. Request to Purchase Software and Hardware for ERP Disaster Recovery (T5)..... (Action)	Director Bishop
	C. Request to Approve Initial Transfer Admission Guarantees between Northland Pioneer College and Arizona State University (T6)..... (Action)	Vice President Vest
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report...	Director Bishop
	B. Human Resources Update (T8).....	Dan Wattron
9.	President's Report.....	President Swarhout
10.	Board Report/Summary of Current Events .....	Board Members
11.	Announcement of Next Regular Meeting..... November 15, 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

September 20, 2011

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

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

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

## Reports:

### 1. Study Session Agenda Item 1.: Request to Purchase Passenger Vehicles (Action) – Vice President Hatch

Northland Pioneer College has not purchased new vehicles since 2007. There are 37 vehicles in NPC fleet used by faculty and staff to commute between campuses and centers'. Hatch is proposing to purchase six new model 2011 Toyota Corollas. Average age of entire fleet is currently 8 years 4 months. Hatch stated if vehicle purchase is approved average age will decrease to 6 years 4 months. State contract price for 2011 Toyota Corolla LE is \$19,916.85 per vehicle. The only local vendor for Toyota, Hatch Toyota, has offered to provide each vehicle below the state price at \$19,633.19 including delivery. The total cost to Northland Pioneer College for six vehicles in reference will be \$117,799.14. Secretary Handorf asked if all maintenance and repair of Northland Pioneer vehicle fleet is in house. Vice President Hatch confirmed this to be true outside of occasional major body work. Mr. Jeffers asked about the Toyota warranty. Mr. Hatch responded by saying the warranty is 5 years or 100K miles. Mr. Hatch stated there is very limited warranty or repair cost associated with this model of vehicle, which is why NPC has decided to continue to use the Toyota Corolla. Mr. Jeffers asked if there are any other Toyota dealers in Navajo County. Mr. Hatch stated that there are not. President Swarhout commented that the Kayenta vehicle will soon too need to be replaced. Mr. Hatch confirmed the 1998 Jeep Grand Cherokee will need to be replaced before this year is over. Northland Pioneer College will request to purchase a GSA Jeep Grand Cherokee, which is what we currently have. Mr. Jeffers asked if disposal of these vehicles is best done at the Arizona State Surplus as Northland Pioneer College has planned to do. Mr. Hatch. Mr. Peaches asked if vehicle repairs were done in house. Mr. Hatch confirmed this to be true.

### 2. Study Session Agenda Item 2.: Request to Approve Vocational Skills Training between White Mountain Apache Tribe and Northland Pioneer College (Action) – Vice President Vest

Each year, the White Mountain Apache Tribe (WMAT) and Northland Pioneer College request to approve an agreement to provide vocational skills services in Construction Trades Technology to the tribe. This agreement is referred to as the WMAT/WIA (Workforce Investment Act) since the Tribe uses WIA funds to provide the training program. Mr. Vest stated the agreement provides Construction Training for 15 students compensating the college for services up to \$88,065. The Tribe has decreased the number of program participants to 15 from 18 in previous years due to rising cost of tools and materials since the allocation has remained the same.

### 3. Study Session Agenda Item 3.: Request to Approve Intergovernmental Agreement with NAVIT and Northland Pioneer College (Action) – Vice President Vest

Mr. Vest reports this is new Arizona Department of Education (ADE) requirement for institutions receiving Carl Perkins Grant funds. This is aimed at the High Schools, so as a career and technical education partner, it will also affect Northland Pioneer College. The intent of this proposal is to establish a regional consortium with the two JTED's in the NPC service area. Each high school that is participating in the JTED will develop a Program of Study (POS) for career and technical education classes to promote post-secondary class align with JTED high schools to prepare the student to be work ready on completion. NAVIT and NPC have an existing long standing relationship that relates to this state requirement already in place.



NATIVE differs as a new agreement to evaluate the feasibility of creating a POS to align with each JTED high school. Mr. Vest noted this is not a binding agreement but serves as a requirement to examine the seven high schools existing courses within the NATIVE consortium to potentially create a POS in welding. Seven high schools in the NATIVE consortium include: Valley HS (Sanders), Ganado HS, Pinon HS, Monument Valley HS, Red Mesa HS, Window Rock HS and Chinle HS. Mr. Jeffers corrected the statement by location description of NATIVE schools being north of I-40, since Joseph City, Winslow and Holbrook are not included in NATIVE consortium and are located north of I-40. Dr. Swarthout confirmed NATIVE to be the JTED that serves schools on the Navajo Nation Reservation. Mr. Jeffers asked Mr. Vest to clarify the statement that the agreement does not require NPC to develop a program but instead evaluate developing a program. Mr. Vest confirmed. NAVIT Superintendent Weber stated the NAVIT agreement at hand is already in place and is confident that NPC will continue to provide the high standard of service as in previous years. Mr. Jeffers inquired on the cost of evaluation with NATIVE consortium POS. Mr. Jeffers also asked if NPC has an idea of programs in question are at NPC level standards. Dean Belknap responded, yes, there is a strong possibility that some schools in NATIVE consortium have welding programs in place to potentially meet NPC standards in terms of national accreditations requirements. Arizona Department of Education has a mandate that 10% of Carl Perkins funds be used to meet these requirements.

**4. Study Session Agenda Item 4.: Request to Approve Intergovernmental Agreement with NATIVE and Northland Pioneer College (Action) – Vice President Vest**

*Please see Study Session Agenda Item 3.Paragraph 1*

**Study session ended at 10:25 a.m.**

Respectfully submitted,

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Kristin Thomas  
Recording Secretary to the Board

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Bill Jeffers  
Chairman

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Ginny Handorf  
Board Secretary



# Navajo County Community College District Governing Board Meeting Minutes

September 20, 2011 – 11:00 a.m.

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

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**Governing Board Member Present:** Bill Jeffers, Ginny Handorf, 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, Kristin Thomas.

**Others Present:** Everett Robinson, Ann Hess, Maderia Ellison, Peggy Belknap, Ina Sommers, Brian Burson, Teri Walker, Dan Wattron, Beulah Bob-Pennypacker, Mi Anna Tyler, Sandy Johnson, Matt Weber, Dave Roberts.

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

Chairman Jeffers called the meeting to order at 11:03 a.m. Mr. Peaches led the Pledge of Allegiance.

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

Ms. Handorf moved to adopt the agenda as presented. Mr. Peaches 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 presented the first month of fiscal budget period to be 8% expired. Mr. Hatch noted that the college has received 25% of State Aid to be a regular quarterly allotment. Tax revenue is represented with a purple line and a triangle for 2011-2012. Tax levy is on target for July. Mr. Hatch noted the change to Tuition and Fees information to more accurately reflect cash collections. Data is being processed to implement this new model and will be available for the October meeting. Balance of the items under the general fund are where we expect them to be for the first month. Expenditures side in July on salaries and wages are typically lower. Operating expenditure at 10% with capital expenditures at 4%. The unrestricted plant fund the only source of revenue is transfer from the general fund and should be at 8% will transfer and show approximately 270K. Expenditures in the first month are just over 500K. On the bottom half restricted fund a small amount was transferred to balance. Net cash for all activities is \$605,108.00.

### **4.B. – NPC CASO – Ina Sommers**

Ms. Sommers reports the professional development textbook scholarship awarded to staff last semester was 1K. She stated this semester there are currently 15 applicant staff members for the professional development textbook scholarship. Each year CASO awards two \$500 student scholarships. Ms. Sommers reports that during fall convocation 2011 CASO raised \$250 in food sales and \$350 in silent auction. Candy sales are a big fundraiser and are doing well at all campus and center locations so CASO will continue with this program. Ms. Sommers stated CASO is planning a retreat for October 28, 2011. The main focus of the retreat will be professional development training and is hosted at the Snowflake Fire Department. The two guest speakers for this event include Barbara Bruce and Debra Hale.





#### **4.C. – NPC Faculty Association – Brian Burson**

Brian Burson reports the first Faculty Association was a success. 9 out of 12 Senate positions have been filled, yet there is still no President Elect.

#### **4.D. – NPC Student Government Association- Jake Hinton-Rivera**

Dr. Swarthout stated that Jake is unable to attend due to a conflicting scheduling commitment. Dr. Swarthout reports on Jake Hinton's behalf the Student Government is in process of filling all vacant positions. Jake will return with a detailed report of this action for the October District Governing Board Meeting.

#### **4.E. – NPC Foundation- Lance Chugg**

No report.

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

Mr. Peaches moved to approve the Consent Agenda, as presented. Ms. Handorf seconded the motion.

***The vote was unanimous in the affirmative.***

#### **Consent Agenda (Action):**

- A. August 16, 2011 Study Session Minutes (T2)
- B. August 16, 2011 Regular Board Minutes (T2)
- C. 2011-2012 Dual Enrollment Intergovernmental Agreements between the Navajo County Community College District and Shonto Preparatory Charter School: Round Valley Unified School District No. 10.; 2010-2011 Ganado Unified School District No. 20: Red Mesa Unified School District No. 27.

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

None.

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

##### **7.A. – Request Approval to Purchase Passenger Vehicles (Action) – Vice President Hatch**

Mr. Hatch presented the request to approve the purchase of six passenger vehicles as discussed in study session. Mr. Jeffers asked how many total cars are currently in the NPC vehicle fleet. Mr. Hatch responded by saying there are 37 total vehicles in our passenger fleet and they are distributed accordingly: 8 at the Silver Creek Campus, 7 at the Little Colorado Campus, 9 at the Painted Desert Campus, 12 at the White Mountain Campus and 1 at the Kayenta Center. Mr. Peaches asked when the Kayenta vehicle will be replaced. Mr. Hatch anticipates replacement of the Kayenta Jeep Cherokee this fiscal year. It will be purchased through the GSA, as the current one was, and the college is currently on the lookout for a suitable replacement. Mr. Jeffers asked if the plan is to replace six or seven vehicles each year from now on. Mr. Hatch confirmed this to be true. Ms. Handorf moved to approve the request as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

##### **7.B. – Request to Approve Vocational Skills Training between the White Mountain Apache Tribe and Northland Pioneer College (Action) – Vice President Vest**

Mr. Vest presented the request to approve vocational skills training between the White Mountain Apache Tribe (WMAT) and Northland Pioneer College as discussed in study session. This agreement is funded by the Workforce Investment Act and is used to provide vocational skills services by Northland Pioneer College to the White Mountain Apache Tribe. The agreement provides Construction Trades training for 15 students from the WMAT, compensating the college for services up to \$88,065 as discussed in study session. Mr. Peaches moved to approve the request as presented. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***



**7.C. – Request to Approve the Intergovernmental Agreement with NAVIT and Northland Pioneer College (Action) – Vice President Vest**

Mr. Vest presented the request to approve the Intergovernmental Agreement with NAVIT and Northland Pioneer College as discussed in study session. This agreement is in direct compliance with the Arizona Department of Education to release Carl Perkins Grant funding. This agreement represents an existing long-standing relationship with NAVIT for NPC to continue to provide educational services on the high school campuses. These are listed as dual enrollment courses as Mr. Vest stated in the study session. Ms. Handorf moved to approve the request as presented. Mr. Peaches seconded the motion. *The vote was unanimous in the affirmative.*

**7.D. – Request to Approve the Intergovernmental Agreement with NATIVE and Northland Pioneer College (Action) – Vice President Vest**

Mr. Vest presented the request to approve the intergovernmental agreement with NATIVE and Northland Pioneer College as discussed in study session. Mr. Vest stated this agreement is similar to the NAVIT agreement except that relationship is new and there are several postsecondary institutions with potential to participate, Northland Pioneer College being one. This agreement serves as a requirement to examine the seven high school's existing courses within the NATIVE consortium to potentially create a Program of Study in welding. Mr. Jeffers requested clarification in respect to the definition of this agreement; an approach of feasibility to examine the NATIVE JTED high schools existing courses. Mr. Jeffers intent is to ensure they will meet NPC standards in regard to quality and certification. Mr. Jeffers stated that one of the main conditions of this agreement is to control the integrity of NPC courses. Mr. Vest confirmed. Mr. Peaches moved to approve the request as presented. Ms. Handorf 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**

SPASC meetings continue as regularly scheduled on every 1<sup>st</sup> and 3<sup>rd</sup> Friday of each month. Membership changes have been made in regard to term limits to end at two years. There is a correction to the statement made last month regarding the SPASC co-chair; Mr. Bishop stated that Jeanne McCabe is now the co-chair. In previous years the committee has focused on Accreditation in the fall and the Strategic Plan in the spring. A proposal has been adopted to discuss a pillar of the strategic plan at each meeting to keep the strategic plan at the forefront of the committee. This will ensure the goals are being met to remain consistent in case there is any intervention that SPASC needs to take in a timely manner. Mr. Bishop stated the Northland Pioneer College Executive Team will attend a HLC forum in Scottsdale to learn more about the revisions for accreditation and provide feedback to the final draft form of the Open Pathways model before HLC releases the official version. The next SPASC meeting will be to work with the portfolio group and begin to prepare the first accreditation portfolio with the new Open Pathways model.

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

Dan Wattron, Human Resources Director, presented the Human Resources update for September. Three positions have been filled, including Dr. Leslie Wasson as Director of Institutional Effectiveness. Mr. Jeffers asked about the job description of this position. Dr. Swarhout responded by saying that the Director of Institutional Effectiveness will lead NPC to become a more data driven decision-making college and provide a response to much larger data needs internally and externally; for example, compliance data and HLC requirements. Dr. Swarhout stated this a critical position in the environment today of completion and data metrics. Mr. Wattron reported the staffing activity with the open positions and number of applicants. Mr. Wattron stated the Academic Advisor position has 45 applicants as of this morning. The Apache County Coordinator has 23 applicants and Faculty in Fire Science/Program Coordinator has 1 applicant. The employee of the month is Network Technician Ernie Hess in Information Services (IS).





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

Dr. Swarthout reported:

- Joint District Governing Board reminder on September 30, 2011 at Coconino Community College in Flagstaff, AZ.
- Some Executive Team members, IS staff and facilities staff visited Kayenta Unified School District to investigate the proposed facilities. Several questions remain as to Kayenta relocation direction. Dr. Swarthout stated this task is difficult with a goal to provide a suitable learning environment in a cost efficient manner.
- ACCPC meeting last week and several items were agreed upon including a ten-district budget request to submit to the Governor's office. Governor's office staffer Michael Hunter attended this meeting and he did an excellent job to present budget realities from the Governors office perspective.
- Dr. Swarthout pointed out that she was reappointed to represent ACCPC on the Arizona Commerce Authority board.
- Dr. Swarthout reported her participation in the Flinn Foundation Leadership Academy as a pleasure to lecture and prepare future leaders of Arizona on the Community College system.
- Dr. Swarthout will provide follow-up material on the Budget submission to the Governors office as well as the language in the Jobs Bill training and development program.

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

Ms. Handorf reports that the White Mountain Belles performed last Saturday and used the NPC posters that Everett created. Ms. Handorf reports there are many festivities in Pinetop to attend this weekend. Mr. Jeffers stated the NPC booth at the Navajo County fair was impressive and thanked all who participated. Dr. Swarthout reported that VPAS Hatch's youngest daughter was crowned Junior Ms. Navajo County. Dr. Swarthout thanked Ann Hess for the addition of the blue NPC table cover.

**Agenda Item 11: Announcement of Next Regular Meeting:** Tuesday, October 18, 2011.

**Agenda Item 12: Adjournment**

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

Respectfully submitted,

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Kristin Thomas  
Recording Secretary to the Board

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Bill Jeffers  
Chairman

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Ginny Handorf  
Board Secretary



**Study Session  
October 18, 2011  
Informational**

## **Video Bridge Update and Discussion**

### **Situation:**

NPC currently has a video bridge, also known as a multi-point control unit (MCU) that is experiencing significant failures. The video bridge allows NPC to provide video classroom instruction to all of our instructional locations.

The video bridge is a Polycom MGC+50 and has served NPC for approximately 12 years. The college has seen some minor bridge related problems over the last year due to age, but these issues have increased to a point that it is now a daily struggle to keep our video classrooms connected to the system.

Based on the age of the equipment and the critical role it serves the college and our students, the video bridge needs to be replaced as soon as possible.

Information Services is obtaining information on viable replacement solutions and will be consulting with faculty to choose a replacement system. Staff will bring a recommendation to purchase a new solution to the District Governing Board at their regular November 2011 meeting.

Anticipated cost for the video bridge hardware, software, installation and maintenance agreement will be approximately \$400,000.



**Northland Pioneer College**

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## Request Approval to Lease Facilities from Kayenta Unified School District

### **Recommendation:**

Staff recommends approval to lease classroom space from Kayenta Unified School District #27 at a rate of \$3,090.62 per month with Dr. Swarthout authorized to finalize and sign the lease agreement.

### **Summary:**

The Kayenta Center is currently housed in Kayenta Unified School District (KUSD) space located on the Monument Valley High School (MVHS) campus. KUSD has developed alternative plans for the existing location and has asked the NPC Kayenta Center to relocate to the KUSD primary school by January 2012.

The attached agreement describes the new location as four classrooms with a combined total of approximately 3,500 square feet. The existing Kayenta Center occupies approximately 1,800 square feet with additional classroom space in the MVHS rented from KUSD on an hourly basis.

It is expected that the proposed location would be configured with minimal improvements to accommodate Kayenta Center needs. Additional classroom space may continue to be rented on an hourly basis from MVHS.

Staff is in process of determining a longer term solution to providing services in Kayenta. The proposed agreement is for a period of eighteen-months; however the agreement may be terminated with a three-month notice. It is anticipated that an alternate location may be identified and occupied within the proposed facility lease period.



**FACILITY USE AGREEMENT BETWEEN  
THE KAYENTA UNIFIED SCHOOL DISTRICT NO. 27  
AND THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT**

This Facility Use Agreement, hereinafter is referred to as the "AGREEMENT", is made and entered into between the Kayenta Unified School District No. 27, P.O. Box 337, Kayenta, Arizona 86033, hereinafter referred to as "KUSD", and the Navajo County Community College District, P.O. Box 610, Holbrook, Arizona 86025, hereinafter referred to as "District."

**WHEREAS:**

- A. The KUSD is a political subdivision of the State of Arizona located on the Navajo Nation, and District is a political subdivision of the State of Arizona;
- B. KUSD has identified classroom and office space that is available for office use in the KUSD No. 27 Kayenta Primary School Building, located in Kayenta, Arizona; and
- C. District is in need of office space to accommodate staff to carry out services;

**NOW THEREFORE:**

The KUSD and District agree that the District may occupy and use the space for office space as described under the Terms and Conditions of this Agreement.

**1. CONDUCT OF BUSINESS.**

District, under the terms and conditions of this Agreement, will use the premises for services provided by District. District may allow the use of its facilities by others at its option. District agrees not to use the premises for any unlawful activities or purposes.

It is also understood that this Agreement does not limit, in anyway, the ability of the KUSD to promote the best use and interest of the KUSD Kayenta Primary School Building, to modify or alter the physical configurations of the KUSD Kayenta Primary School Building, or to substitute, promote, limit, or eliminate any activity currently conducted within the KUSD Kayenta Primary School Building.

**2. TERM**

The term of this Agreement shall commence on January 1, 2012, and end on June 30, 2013, at which time District's right to use the facilities under this agreement shall automatically terminate unless extended in writing by the parties or unless terminated as set forth herein. In no event shall the combined original lease term and any extension thereof exceed four (4) years.

### **3. DESCRIPTION OF PREMISES COVERED BY THIS AGREEMENT**

The premises to be occupied by District consist of an area of approximately 3,532 square feet which will contain the following classrooms: Room numbers 214, 216, 218 and 220. The facility floor plan is attached hereto as Exhibit "A" and is incorporated herein and made part of this Agreement.

### **4. RENT**

As and for compensation for the use of KUSD facilities, District agrees to pay to KUSD the amount of \$3,090.62 per month.

In the event that District that finds it necessary to terminate its occupancy of the facility, prior to the end of the any month and has compensated KUSD for that specific term, then KUSD shall reimburse District for those months/days that it does not occupy the premises after it terminates it occupancy.

This Agreement is contingent upon the availability of funds appropriated by the Navajo County Community College District.

### **5. UTILITIES**

The KUSD shall be responsible for all utilities which may include but are not limited to, gas, water, electrical, sewer and waste water services as they currently are installed and available to District. All utility usage and cost shall be the responsibility of KUSD.

### **6. COMMUNICATION SERVICES**

District will be responsible for all cost incurred for its communication (computer/ data, telecommunication, facsimile, satellite, cable, etc.) lines, communication equipment, maintenance/repairs of communication equipment that is used daily for official business.

### **7. INSURANCE**

Pursuant to A.R.S. §15-1105 and KUSD policy , District agrees to secure sufficient amount of personal injury and property damage insurance, fire insurance, liability, equipment and inventory insurance, during the term of this Agreement at District expense. Premises liability insurance shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability and \$200,000.00 fire liability from an insurance company licensed and registered in Arizona or tribal self-insurance that may be deemed sufficient by District. District shall provide proof to KUSD of the insurance coverage prior to occupying the premises. District is responsible for its own acts, errors, and omissions liability policy.

## **8. REPAIRS AND MAINTENANCE**

The KUSD shall be responsible for all routine repairs (interior/exterior walls, signs, locks, closing devices, doors and door frames, floor covering, interior/external glass, etc.) and major repairs (facilities structure, roof/ceiling, electrical system, fire suppression system, BY AC, plumbing/sewer services, access roads/parking lot, etc.) of the premises, as necessary. The KUSD shall be responsible for the trash disposal, pest control services, custodial and janitorial services of the premises.

District shall be responsible for the repair or replacement of equipment, furniture or facility damaged as a result of District's use of the facilities, other than routine repairs.

The KUSD will not be responsible for damages to these items caused by the negligence or intentional conduct of District personnel and/or its customers/participants. Further, KUSD shall not be responsible for consequential damages sustained by District from the failure of items to be maintained by the KUSD, unless District, when aware of the failure of these items, has given written notice of the failure to the KUSD and the KUSD has had a reasonable time within which to repair or replace items after receipt of such written notice but has failed to do so.

## **9. RIGHT OF ENTRY**

District agrees to allow the KUSD and/or any and all authorized officials of any regulatory agency permission to enter the premises during regular business hours and/or at a reasonable time period for the purpose of carrying out any and all inspections related to the regulatory process, to make any repairs, alterations, and/or improvements as required by any duly authorized regulatory agency and in the event of an emergency.

## **10. FIXTURES AND PERSONAL PROPERTY**

Fixtures, signs, and personal property not permanently affixed to the property shall remain the property of District and District shall have the right to remove such fixtures and property. Any improvements to the property, excluding personal property and fixtures, shall become a part of the property and will remain under the control of the KUSD. Prior to the termination of this Agreement, the KUSD may notify the NNPR at least two (2) months prior to termination date that it wishes to have such improvements removed. District will be then responsible for the removal of such improvement at its expense. Should such notice be given, the District will remove the improvements and will restore the premises to their original condition as determined by the KUSD.

## **11. RIGHT TO MAKE ALTERATIONS**

Any alterations/renovations to the premises are subject to the approval of KUSD. Such approval shall not be unreasonably withheld. District may make such alterations to the premises that are consistent with the character of the KUSD, and the structure of the space. Prior to commencing



such alterations, District must have the written permission of KUSD, including its approval of all plans and specifications, materials, architects and engineers, contractors, and craftspeople, etc., who are to make the alterations.

## **12. COMMON AREAS**

District and its staff, authorized representatives and business invitees may reasonably occupy, enjoy and use the common areas of the premises and appurtenant premises, provided that such use does not interfere with the educational programs and operations of the KUSD. Common areas shall include lobbies, corridors, public restrooms, walkways, sidewalks, landscaped areas, loading areas, parking areas, and access roads. Said persons shall be entitled to parking in common areas with other tenants of the premises, in parking spaces designated by the KUSD and upon such terms and conditions as may be established by KUSD.

## **13. COMPLIANCE WITH KUSD POLICIES**

District agrees to comply with all applicable state, federal or local laws and regulations, and with the policies and regulations of the KUSD pertaining to the use and occupancy of the premises. District agrees to take good care of the demised premises and any equipment located thereon, and to leave the premises at all times in as good order and condition as existed prior to Occupant's use thereof. District shall not commit or allow to be committed any waste or nuisance in or about the premises, or subject the premises to any use that would damage any portion of the premises or raise or violate any insurance coverage maintained by the KUSD.

District Policies KF, KF-R, and KF-E, which set forth the Facilities Use Guidelines, Rules, and regulations, are a material part of this contract and are incorporated herein by this reference.

## **14. SECURITY**

The KUSD will provide the same security and security surveillance of the premises as is provided to the facilities occupied and used by KUSD. The KUSD assumes no liability for loss or damages to the contents of the office space occupied by District, unless by fire, flood and/or damages caused by natural factors for which KUSD will provide basic insurance.

## **15. LIABILITY AND INDEMNIFICATION**

District agrees to conduct its activities in the facility in a careful and safe manner. As a material part of the consideration to the KUSD, District hereby assumes all risk of damage to and loss or theft of property and injury or death to persons relating to District's use or occupancy of any portion of the facility from any cause whatsoever, and District hereby waives all claims in respect thereof against KUSD. District shall indemnify, defend and save harmless the KUSD and all of its employees, agents and representatives from any and all claims, demands, suits, actions, or proceedings loss, cost, and damages of every kind and description, including

attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the KUSD, on account of loss or damage to any property and for injuries to or death of any persons arising out of any act or omissions by District, its employees, agents, representatives, or volunteers, or arising out of its use of facility, or arising out of any workers compensation claim or unemployment disability compensation claims of employees or District members or out of claims under similar such laws.

District's obligation under this liability and indemnification section shall not extend to any liability caused by the sole negligence of KUSD, or its employees.

## **16. EQUIPMENT AND SUPPLIES**

District will utilize its own photocopiers, facsimile, telephones, typewriters, computer equipment and any other equipment required and utilized by District. District will also provide its own supplies.

## **17. SIGNS**

For all signs to be erected or installed on the interior or exterior of the premises, District must obtain written approval from KUSD. All signs must be installed at the sole expense of District and must be removed at the sole expense of District at the termination of its occupancy of the premises.

## **18. NOTICES**

Any and all notices required to be issued under this Agreement shall be in writing and sent by mail and will be deemed sent as of the date on which they are post marked. Any and all notices and copies thereof must be sent to the following:

Kayenta Unified School District No. 27  
Attention: Superintendent  
P.O. Box 337  
Kayenta, Arizona 86033

and to

Navajo County Community College District  
Attention: Vice President for Administrative Services  
P.O. Box 610  
Holbrook, Arizona 86025

**19. TERMINATION AND REMEDIES**

Either party may terminate this Agreement at any time during the term of this Agreement by giving written notice thereof to the other party at least three (3) months prior to the date of termination. The Notice of Termination shall be mailed by postage prepaid, certified mail with return receipt requested, or by personal delivery. Personal delivery to KUSD shall be to the Superintendent of KUSD. The personal delivery to District shall be to the Department Manager III of District. District shall surrender the premises to KUSD at the end of the three (3) month period.

The giving of notice as required in this section shall not release District or KUSD from full and faithful performance of all terms and conditions of this Agreement during the three (3) month period.

This Agreement is subject to cancellation under the provisions of A.R.S. §38-511.

**20. DISPUTES**

If any disputes arise between the parties to this Agreement regarding any fact, legal questions or interpretation, both parties shall attempt to resolve the disputes administratively through consultation and negotiations to reach a settlement of mutual satisfaction.

**IN WITNESS WHEREOF, WE THE UNDERSIGNED ENTER INTO THIS FACILITY USE AGREEMENT:**

**FOR THE KAYENTA UNIFIED SCHOOL DISTRICT:**

\_\_\_\_\_  
Harry E. Martin, Superintendent  
Kayenta Unified School District No. 27  
P.O. Box 337  
Kayenta, Arizona 86033-0337

Date: \_\_\_\_\_

**FOR THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT:**

Jeanne Swarthout, President  
P.O. Box 610  
Holbrook, Arizona 86025

\_\_\_\_\_  
Date: \_\_\_\_\_

## Request to Purchase Software and Hardware for ERP Disaster Recovery

### Recommendation:

Staff recommends approval of the purchase of hardware and software to implement a disaster recovery solution for our Enterprise Resource Planning and Student Information System (ERP/SIS), Jenzabar CX. Necessary hardware will be purchased from World Wide Technology, Inc. in the amount of \$32,863.65 and supporting software will be purchased from MicroAge, LLC in the amount of \$20,459.43. The total cost of this project is \$53,423.08.

### Summary:

As part of the college's plan to ensure high availability and disaster recovery options for critical college systems, Information Services is requesting the approval to purchase hardware and software to serve a second instance of our Jenzabar system and critical college data.

Currently NPC's ERP/SIS system is located in the primary data center for the college at the Painted Desert Campus. This project will install a duplicate and redundant system in the secondary data center at the White Mountain Campus. Should equipment experience a failure or if data was lost due to corruption at the primary data center, the secondary data center would continue to serve users and store critical college data. In addition, the college will be able to use the systems at both locations simultaneously for better performance and availability.

Hardware to be purchased consists of three HP Servers, storage and a 3-year maintenance agreement. Software will consist of VMware vSphere software, licensing and a 3-year maintenance agreement.

This recommendation contributes to the following priorities of NPC's current Strategic Plan:

- Pillar 3, Priority 1, Goal 3.1.1 – Enhance technology resources and infrastructure to increase and improve support for college operations while reducing the college's impact on the environment.
- Pillar 3, Priority 2, Goal 3.2.1 – Enhance technology resources and infrastructure to increase and improve support for classroom instruction, including all areas of distance learning
- Pillar 3, Priority 2, Goal 3.2.2 – Provide administrative and student services with increased efficiency, scope and reach through technology





**MicroAge**  
 P.O. Box 2941  
 Phoenix, Arizona 85062  
 United States  
<http://www.microage.com>

## Quotation

**Date**  
 Oct 10, 2011 12:33 PM MST

**Doc #**  
 407297 - rev 1 of 1

**Description**  
 VMware - Updated Standard

**SalesRep**  
 Pirwitz, Chris  
 (P) 480-366-2097  
 (F) 480-366-2349

**Customer Contact**  
 Humes, Linda  
 (P) 928-524-7407  
[linda.humes@npc.edu](mailto:linda.humes@npc.edu)

**Customer**  
 Northland Pioneer College (NP12839)  
 2251 E. Navajo Blvd  
 Holbrook, Arizona 86025  
 (P) 928-524-7407

**Bill To**  
 Northland Pioneer College  
 Godfrey, Robert  
 2251 E. Navajo Blvd  
 Holbrook, Arizona 86025  
 (P) 928-524-7407

**Ship To**  
 Northland Pioneer College  
 Godfrey, Robert  
 2251 E. Navajo Blvd  
 Holbrook, Arizona 86025  
 (P) 928-524-7407

<b>Customer PO:</b> None	<b>Terms:</b> Net 30 Days	<b>Ship Via:</b> UPS Ground
<b>Special Instructions:</b> None		<b>Carrier Account #:</b> None

Item Description	Part #	Qty	Tax	Unit Price	Total
1 VMware vSphere Enterprise ( v. 5 ) - license - 1 processor - EDU	VS5-ENT-A	6	Yes	\$1,490.34	\$8,942.04
2 VMware Support and Subscription Basic Technical support - emergency phone consulting - 3 years - 12x5 - 4 business hours - for VMware vSphere Enterprise Edition ( v. 5 ) - 1 processor - EDU	VS5-ENT-3G-SSS-A	6	Yes	\$928.88	\$5,573.28
3 VMware vCenter Server Standard for vSphere 5 ( v. 5 ) - license - 1 instance - EDU	VCS5-STD-A	1	Yes	\$2,589.29	\$2,589.29
4 VMware Support and Subscription Basic Technical support - emergency phone consulting - 3 years - 12x5 - 4 business hours - for VMware vCenter Server Standard Edition ( v. 5 ) - EDU	VCS5-STD-3G-SSS-A	1	Yes	\$1,613.99	\$1,613.99

Subtotal: \$18,718.60  
 Tax (9.300%): \$1,740.83  
 Shipping: \$0.00  
**Total: \$20,459.43**

### Lease Options

\*\*\*Financing options are available. Contact your Account Manager for a detailed quote.\*\*\* Example: \$509.03 / mo. for 48 mos.

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.





## Review of Initial Transfer Admission Guarantees with ASU

### **Recommendation:**

Staff recommends review of initial Transfer Admission Guarantees (TAG's) with ASU.

### **Summary:**

Last academic year, the District Governing Board approved the signing of a Transfer Admissions Guarantee (TAG) agreement between Northland Pioneer College and Arizona State University. Staff and faculty at both institutions have been working to develop program-specific "TAGs" to allow smoother transfer of NPC students to ASU. Benefits to NPC students include guaranteed program admission if TAG requirements are met, a small ASU tuition reduction, and early, sustained contact with ASU academic advisors. As an informational item, NPC is presenting the first set of TAGs to the District Governing Board. Staff will be happy to respond to any questions District Governing Board members may have.





DRAFT

**Family & Human Development BS TAG - Catalogue Year 2011-2012**  
**College of Liberal Arts & Sciences**

Completion of the TAG and all special requirements earns Northland Pioneer Associate of Arts degree, satisfies AGEC-A, meets major map requirements at ASU, and guarantees admission to the Family & Human Development B.S. degree program.

**Special Requirements:** 2.0 GPA in coursework used to satisfy TAG requirements. All courses must be completed with a grade of "C" or better.

Northland Pioneer Coursework and Associate Degree Requirements	Course Credit	Select these Northland Pioneer Courses	Notes
<b>1. General Education - AGEC -A Core</b>	<b>35</b>		<i>A completed AGEC satisfies <b>all</b> lower division general education requirements.</i>
<b>a. English Composition</b> ENL 101 and ENL 102	6		
<b>b. Mathematics</b> MAT 142: College Math w/ Contemporary Applications or MAT 152: Advanced Algebra or Any quantitative course for which MAT 142 or MAT 152 is a prerequisite	3	MAT 142: College Mathematics with Contemporary Applications	<i>College algebra taken at Northland Pioneer College satisfies ASU General Studies Mathematics [MA] requirement if taken as part of a completed AGEC-A.</i>
<b>c. Arts and Humanities</b> Courses must be selected from the Arts and Humanities list and be from at least two disciplines	9		
<b>d. Physical and Biological Sciences</b> Courses must be selected from the Physical and Biological Sciences list. Students may transfer either CHM 130 or CHM 151, <i>but not both</i> ; therefore, CHM 130 and CHM 151 cannot be taken to satisfy the 8 credit requirement	8		
<b>e. Social and Behavioral Sciences</b> Courses must be selected from the Social and Behavioral Sciences list and from at least two disciplines. At least one course must be chosen in order to meet requirements for Contemporary Global/International or Historical Awareness	9	SOC 120: General Sociology	
<b>Sun Devil Tracking requirements</b>	<b>0</b>		
<b>ASU Lower Division requirements</b>	<b>6-7</b>		
MAT 142: College Mathematics with Contemporary Applications	0	<i>Met within AGEC (above)</i>	
SOC 120: General Sociology	0		
MAT 125: Introduction to Statistics <b>OR</b> PSY 201: Introduction to Research and Statistics	3-4	MAT 125 <b>OR</b> PSY 201	
PSY/SOC Elective Select one course (3 hrs) that transfers to ASU with a PGS or SOC prefix as Departmental Elective Credit or a direct equivalency	3	PSY/SOC Elective	<i>You may select specific courses from the Course Equivalency Guide that satisfy these criteria. Determination is made based on the semester and year the course is taken.</i>
<b>Electives (to complete 60 credit minimum)</b>	<b>22-23</b>		
<b>Total</b>	<b>64</b>		

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT  
Statement of Financial Position  
For the period

July 1, 2011 to August 31, 2011

Budget Period Expired

17%

Tax Supported Funds

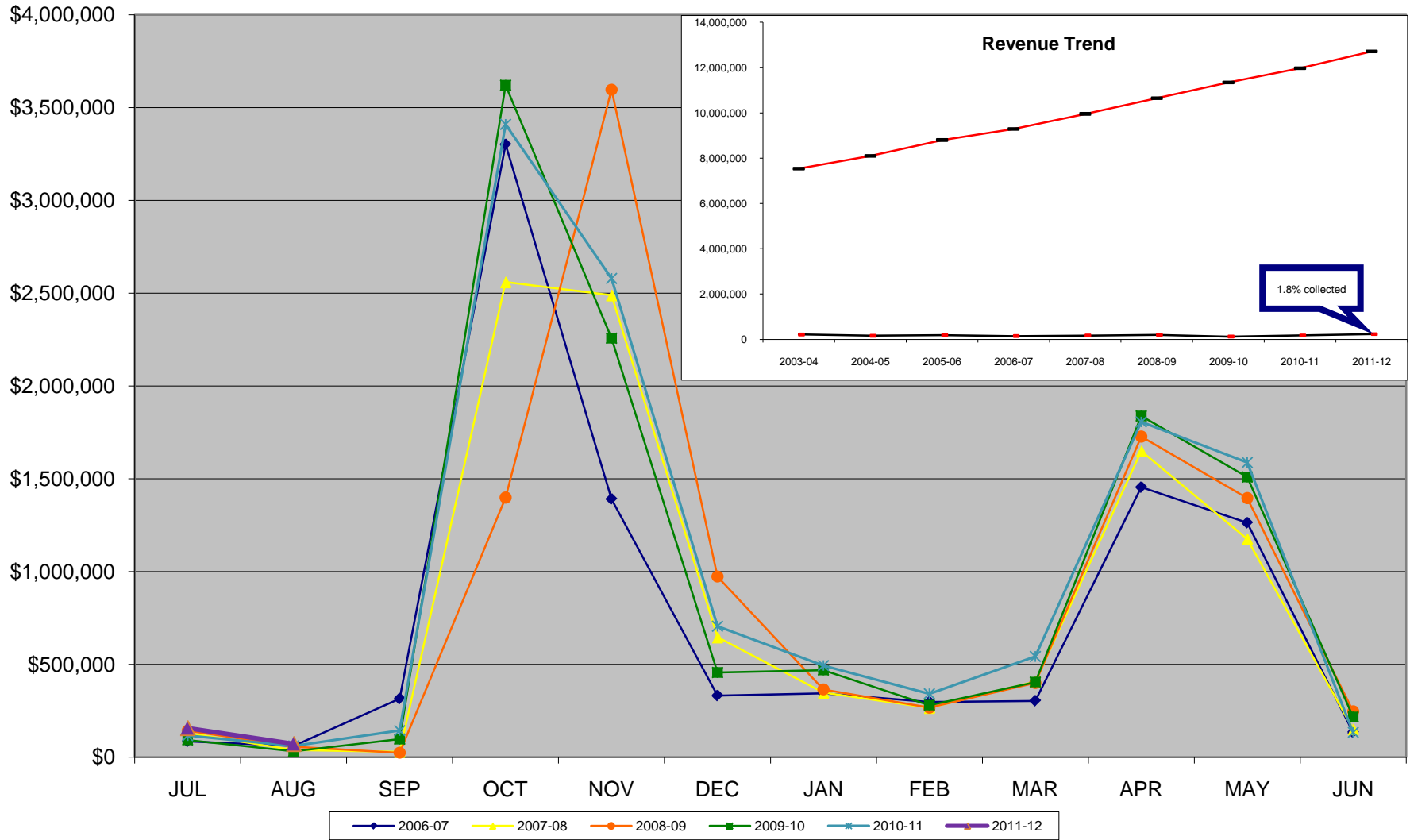
	General Unrestricted				Unrestricted Plant				
	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%	
<b>REVENUES</b>									
Primary Tax Levy	12,710,760	71,268	228,734	2%					
State Aid:									
Maintenance and Operations	1,720,000	0	432,525	25%					
Capital					0	0	0		
Equalization	6,452,000	0	1,612,925	25%					
Out of County Reimbursement	600,000	0	0						
Tuition and Fees	4,200,000	1,174,464	1,275,168	30%					
Investment earnings	125,000	9,671	17,828	14%					
Grants and Contracts	750,000	335,655	335,655	45%					
Other Miscellaneous	100,000	25,318	28,558	29%					
Transfers:	(4,550,000)	(523,091)	(523,091)	11%	3,800,000	316,667	633,333	17%	
<b>TOTAL REVENUES</b>	<b>\$22,107,760</b>	<b>\$1,093,285</b>	<b>\$3,408,303</b>	<b>15%</b>	<b>\$3,800,000</b>	<b>\$316,667</b>	<b>\$633,333</b>	<b>17%</b>	
<b>EXPENDITURES</b>									
Salaries and Wages	14,985,000	984,140	1,617,271	11%					
Operating Expenditures	5,020,000	363,909	870,497	17%					
Capital Expenditures	165,000	18,292	24,599	15%	4,400,000	402,472	915,488	21%	
<b>TOTAL EXPENDITURES</b>	<b>\$20,170,000</b>	<b>\$1,366,341</b>	<b>\$2,512,367</b>	<b>12%</b>	<b>\$4,400,000</b>	<b>\$402,472</b>	<b>\$915,488</b>	<b>21%</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	4,800,000	977,511	1,010,483	21%								
Sales and Services												
Bookstore					150,000	33,917	39,206	26%				
Other					225,000	35,825	43,543	19%	0	1,276	1,606	
Investment Earnings												
Donations												
Board Designated Donation												
Transfers:	600,000	206,424	244,180	41%	150,000	0	13,315	9%				
<b>TOTAL REVENUES</b>	<b>\$5,400,000</b>	<b>\$1,183,935</b>	<b>\$1,254,663</b>	<b>23%</b>	<b>\$525,000</b>	<b>\$69,742</b>	<b>\$96,064</b>	<b>18%</b>	<b>\$0</b>	<b>\$1,276</b>	<b>\$1,606</b>	
<b>EXPENDITURES</b>												
Salaries and Wages	899,442	49,890	93,612	10%	377,340	15,573	30,894	8%				
Operating Expenditures	4,050,558	1,134,045	1,161,051	29%	192,660	46,727	57,728	30%	0	658	849	
Capital Expenditures	450,000	0	0	0%								
<b>TOTAL EXPENDITURES</b>	<b>\$5,400,000</b>	<b>\$1,183,935</b>	<b>\$1,254,663</b>	<b>23%</b>	<b>\$570,000</b>	<b>\$62,300</b>	<b>\$88,622</b>	<b>16%</b>	<b>\$0</b>	<b>\$658</b>	<b>\$849</b>	

Cash flows from all activities (YTD) .....	5,393,969
Cash used for all activities (YTD) .....	4,771,989
<b>Net Cash for all activities (YTD) .....</b>	<b>\$ 621,980</b>

# Monthly Primary Property Tax Receipts



**District Governing Board  
Human Resources Update  
October 18, 2011**

**FILLED:**

1. Assistant to the Campus Manager – WMC – Rose Sanchez started 10-17-11
2. Assistant to the Campus Manager – PDC – Nicole Young started 10-17-11
3. Director of Institutional Effectiveness – Dr. Leslie Wasson – Start Date 11-1-11 – Ph. D from State University of New York at Stony Brook; Master of Arts in Sociology from UNC; Bachelor of Arts in Sociology from Eckerd College.

**OPEN:**

1. Systems Analyst Programmer – closed 8-26-11; 17 applicants
2. Academic Advisor – closed 10-7-11; 77 applicants
3. Apache County Coordinator – closed 9-16-11; 22 applicants
4. Faculty in Fire Science/Program Coordinator – closed 10-15-11; 3 applicants
5. Faculty in Biology – closes 10-24-11; 13 applicants
6. Faculty in ECD and Elementary Education – closes 12-1-11; 9 applicants

**EMPLOYEE OF THE MONTH**



**Northland Pioneer College**

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