

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, legal 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 November 17, 2009 at 11:00 a.m. Notice is further 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, 2251 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 agendas may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Russell Dickerson at the above address or telephone number at least 24 hours prior to the scheduled time.

The District Governing Board may enter into an executive session as provided in ARS §38-431.03 A(3) [discussion or consultation for legal advice with the attorney or attorneys of the public body] relating to any listed agenda item. Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Russell Dickerson, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the 16th day of November, at 10:00 a.m.

Russell Dickerson, Recording Secretary to the Board

Notice
Distribution

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



Northland Pioneer College

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Governing Board Study Session Agenda¹

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

Date: November 17, 2009

Time: 10:00 a.m.

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Request to Approve Purchase of One Year of Networking Equipment Maintenance (T3) ----- (Action)	President Swarthout
2.	Budget Planning Update (Informational) -----	Vice President Hatch
3.	ADEQ Update (Informational) -----	Vice President Hatch
4.	Update on NAVIT Request Concerning Property at SCC (Informational) (T4) -	Vice President Hatch

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



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Governing Board Meeting Agenda¹

Painted Desert Campus Tisoni Community Center
2251 Navajo Boulevard, Holbrook, Arizona

Date: November 17, 2009

Time: 11:00 a.m.

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance -----	Chairman Jeffers
2.	Adoption of the Agenda (T1) ----- (Action)	Chairman Jeffers
3.	Call for Public Comment -----	Chairman Jeffers
4.	Reports:	
	A. Financial Position (T5) -----	Vice President Hatch
	B. NPC CASO -----	Mira White
	C. NPC Faculty Association -----	Dr. Sandra Johnson
	D. NPC Student Government Association -----	Jake Hinton
	E. NPC Foundation -----	Lance Chugg
5.	Consent Agenda ----- (Action)	Chairman Jeffers
	A. October 16, 2009 Board Retreat Minutes (T2)	
	B. October 20, 2009 Study Session Minutes (T2)	
	C. October 20, 2009 Regular Board Minutes (T2)	
	D. October 23, 2009 Board Teleconference Meeting Minutes (T2)	
	E. Dual Enrollment Intergovernmental Agreements Between the Navajo Community College District and the Heber-Overgaard, Window Rock, Ganado, Holbrook and Whiteriver School Districts (T2)	
6.	Old Business	
	A. None.	
7.	New Business	
	A. Request to Approve Purchase of One Year of Networking Equipment Maintenance (T3) ----- (Action)	President Swarthout
8.	Standing Business	
	A. Fall 2010 Enrollment Report (T6) -----	Vice President Vest
	B. Strategic Planning and Accreditation Steering Committee Report -----	President Swarthout
	C. Human Resources Update (T7) -----	Peggy Belknap
	D. Outstanding Alumnus Award -----	Susan Olsen
9.	President's Report -----	President Swarthout
10.	Board Report/Summary of Current Events -----	Board Members
11.	Announcement of Next Regular Meeting ----- December 15, 2009	Chairman Jeffers
12.	Adjournment ----- (Action)	Chairman Jeffers

¹ The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President's Report.



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Navajo County Community College District Governing Board Retreat Minutes

October 16, 2009 – 1:00 p.m.
1611 S. Main Street, Snowflake/Taylor, Arizona
Performing Arts Center, Room 119

Governing Board Member Present: Bill Jeffers, Ginny Handorf, E.L. Parsons, Daniel Peaches and A.T. Siquah.

Staff Present: President, Dr. Jeanne Swarthout; Vice President, Blaine Hatch; Vice President, Mark Vest; Recording Secretary to the Board, Russell Dickerson.

Others Present: Kristen Boilini.

Call to Order

Chairman Jeffers called the District Governing Board Retreat to order at 1:06 p.m.

Agenda Item 1: Legislative Update

Kristen Boilini, lobbyist for the college, joined the Board Retreat via teleconference to provide Board members with an update of legislative activity. Dr. Swarthout informed the Board that the Arizona Community College Presidents' Council is no longer represented by a lobbyist and indicated that this situation may prove to be problematic. Ms. Boilini explained that the legislature has talked about going into a special session this fall and based upon the availability of important legislative personnel, a special session will most like occur in mid-November.

Ms. Boilini explained that, from the Governor's perspective, the special session should include the revision of State statutes regarding fees and the use of fees. Ms. Boilini added that several State agencies, due to significant general fund budget cuts, need the ability to use fees in areas that have not traditionally been used. Ms. Boilini explained that provisions for fee utilization, along with other funding language, was vetoed by the Governor and that the challenge now is to have the legislature reconvene to make fixes desired by the Governor, without the addition of tax repeals. Ms. Boilini added that she believes there will be an additional budget cutting session and that it will most likely take place after the beginning of 2010. Ms. Boilini noted the additional budget cutting session is most likely the reason the Governor requested financial impact information based upon a possible 15% budget reduction for State agencies, community colleges and universities. Ms. Boilini explained that the Governor is still promoting a \$0.01 sales tax for three years and would like to have the legislature act upon the possible sales tax before the end of the year so that it could be voted upon in March 2010. Ms. Boilini explained that the Governor has been able to use the additional 15% budget cut information to talk to the media about possible reductions in public safety and transportation projects barring any new revenue sources. Ms. Boilini noted that the 15% budget cuts are not just political maneuvering, but a very real possibility based upon a projected budget shortfall of \$1.5 billion.

Ms. Boilini explained that the budget that was passed included \$750 million in revenue that was to be generated by the sale of State assets. The State will look at assets to be capitalized and in a process similar to the lease-to-own arrangements for buildings built on the State Capitol grounds. Ms. Boilini explained that revenue bonds will be sold and revenue is generated by the State paying to lease the space back, resulting in a non-profit entity holding the State assets; the State will then pay revenues to the non-profit, bond holders will be paid, and the State will receive a large amount of cash up front. Ms. Boilini added that even if \$750 million from the sale of State



assets and an additional \$100 million from prisons can be generated, the State still faces a \$1.5 billion budget deficit. Ms. Boilini believes that there are a number of legislators who will fight to make sure that community colleges are not hit by an additional 15% budget reduction. Dr. Swarthout asked Ms. Boilini if the Governor will apply for a waiver of maintenance of effort requirements. Ms. Boilini explained that seven states have successfully applied for maintenance of effort requirement waivers and that while there has not been a formal statement, the Governor has indicated that she will seek a waiver provided that funds are not available to meet 2006 maintenance of effort levels.

Chairman Jeffers asked if there was anything else, beyond an additional 15% budget cut, which pertains directly to education. Ms. Boilini explained that the legislature had previously systematically identified K12 school districts that retained cash reserves, which according to the legislature, is outside of the authority of K12 school districts. Ms. Boilini added that once identified, K12 school districts with cash reserves systematically had their appropriations reduced, forcing them to spend their cash reserves. Ms. Boilini explained that the Senate is more likely to accept a proposal for similar treatment for community colleges, while a similar discussion in the House was quickly shut down. Ms. Boilini cautioned the Board that such treatment could be implemented by the Legislature and that any legal opposition would have to be taken to court for a ruling on legality. Responding to a question from Mr. Peaches, Ms. Boilini explained that lines of communication seem to be more open between the Governor's Office and the legislature, but at this time, legislators are not changing their votes.

Agenda Item 2: Higher Learning Commission (HLC) Visit

Dr. Swarthout informed the Board that the college has received a list of people that the Higher Learning Commission team members want to meet with during the October visit to NPC. Dr. Swarthout added that she has prepared a document for the team Chair that includes workable times for Monday meetings. Dr. Swarthout informed that Board that meetings will be set up on Monday at the Painted Desert Campus and on Tuesday, HLC team members will visit the four campuses and would also like to visit two center locations. Dr. Swarthout added that she will push for visits to the Hopi and Whiteriver Centers as these locations speak more to the college mission more than other locations. Dr. Swarthout added that the HLC team members also desire meetings with local tribal leaders and that she will attempt to set meetings with personnel from tribal educational entities. Dr. Swarthout asked the Board for assistance in locating people to attend community meetings at the four campuses. Dr. Swarthout informed the Board that she will send out a schedule of meetings following communication with the HLC Team Chair. Dr. Swarthout informed the Board that the HLC exit interview will take place on Wednesday, October 28 at Silver Creek Campus and will last for approximately half an hour. The exit interview is the opportunity for the Team Chair to announce preliminary recommendations to the college. No questions may be asked during the exit interview and typically the HLC team departs immediately following the announcement. Dr. Swarthout anticipates the announcement to be generally positive and extended an invitation to Board members to attend.

Agenda Item 3: H1N1 Influenza Preparations

Mr. Hatch explained that the Centers for Disease Control (CDC) has issued guidelines on what, as an educational institution, the college ought to be doing during a H1N1 epidemic or pandemic situation. The primary goal is to balance between reducing the number of people who are infected while minimizing disruption to normal college activities. The CDC guidelines fall into two categories of severity that range from present, mild severity, to increased severity, as in a pandemic situation. Mr. Hatch explained that currently, the college is operating under phase 1 recommendations and is promoting self-isolation to all college groups and encouraging faculty to work with infected students to allow for continuation of coursework. Mr. Hatch added that high-risk groups have been identified and that the college has encouraged people to receive that seasonal flu and when available, the H1N1 vaccine. Mr. Hatch added that college activities such as choir and plays have not been affected but should H1N1



severity increase, the college would consider canceling such activities to decrease H1N1 transmission. Mr. Hatch noted that the college continues to promote hand washing and respiratory etiquette and alcohol based sanitizer and disinfectant wipes have been distributed to all employees of the college. Mr. Hatch added that disinfectant products are also available in high traffic areas, such as computer labs, and that the college custodial staff has been directed to clean high touch area, such as doorknobs, more carefully. Mr. Hatch stated that most NPC students do not fall into high-risk categories but NAVIT high school students below the age of 18 may constitute a high-risk group. Mr. Hatch reported that employee sick leave is also being tracked to look for trends. Mr. Hatch added that influenza information is being made available to students utilizing the Eagle Briefs monthly publication as well as on the NPC website which includes a link to the government influenza information website. Mr. Hatch does not, at the current level of severity, anticipate any closures of college facilities and noted that the decentralized nature of the college makes the possibility of a college-wide closure, due to influenza, very small. Mr. Hatch reported that the current sick leave policy, which provides for 6 sick days per year to care for immediate family members or dependents, has been relaxed to allow for up to 10 sick days per year and the college encourages employees with sick children to stay home to care for them. Mr. Hatch reported that the college, in an effort to monitor the influenza situation, has established contacts with local high schools and county health departments.

Agenda Item 4: Budget

Dr. Swarthout informed the Board that she asked for volunteers to form a budget committee that will make recommendations regarding budget reductions. Dr. Swarthout noted that 33 or 34 people have volunteered to serve and the group will meet once a smaller workgroup has been established. Dr. Swarthout reported that over the summer and at fall convocation, faculty members, staff and the college as a whole participated in visioning sessions. Dr. Swarthout explained that the three groups were asked to comment on basic assumptions of how the college operates, such as being open enrollment and a comprehensive community college, and to provide a picture of what the college will look like in 5 years. Dr. Swarthout added that the goal of the vision sessions was to get the college thinking about change, the budget, and long-term budget implications. Dr. Swarthout expects tough budget years for the next two years, that the college will be reduced by an additional 15% and that budgets will be flat for some time to come.

Mr. Hatch reported that as of June 30, 2009, the college has finished paying on bond obligations and has \$50 million in net assets and added that the college has about \$11 million in unrestricted cash and investments. Responding to a Board question, Mr. Hatch explained that it is unlikely that the State will sweep the college's cash reserves and would probably reduce State operating aid. Dr. Swarthout added that a formula would probably be used by the State to reduce aid, by percentages, based upon the amount of cash a community college has. Mr. Hatch reported that 2009-2010 will be a peak revenue year for the college due to equalization aid and the fact that expenditures have been held down. Mr. Hatch noted that the college spends about \$21 million per year. Mr. Hatch provided a breakdown of current revenue sources that include tuition (11-12%), property taxes (about 50%) and State aid (37-42%). Mr. Hatch forecasted that relative contribution of tuition and property taxes will increase by 4% and the State aid contribution will decrease by about 8%. Mr. Hatch explained that, for 2010-2011 budget forecast purposes, the college assumes that current State aid levels will be reduced by 15% and that equalization will be at 2008 levels, which results in about a \$2.8 million reduction.

Mr. Hatch presented an analysis of tuition increases to Board members and added that regular, small tuition increases are preferable to large jumps in tuition. Mr. Hatch explained that if the tuition plateau were eliminated, the college would probably see a short term decrease in enrollment. Mr. Vest added that schools that have eliminated tuition plateaus have seen a 1 or 2 semester decline before reverting back to prior enrollment patterns. Mr. Hatch reported that last year, the dual enrollment school district partners spent \$530,000. Mr. Hatch added that last year, the college provided \$373,000 in scholarships to dual enrollment students so they did not have to



pay tuition, and had an additional \$230,000 in direct expenses. Mr. Hatch reported that the total cost of the dual enrollment program totaled \$1.1 million for last year. Mr. Hatch reported that last year, dual enrollment students amounted to 308.5 annualized enrollment which is a large portion of the college's overall full time student equivalency (FTSE). Mr. Hatch asked the Board to consider the following: Should the college charge tuition for dual enrollment? Would dual enrollment tuition be at a lower rate? Mr. Hatch reported that from a state-wide system perspective, only Maricopa has higher dual enrollment FTSE than NPC.

Mr. Hatch reported that the college did not increase, or decrease, wages this year. Mr. Hatch added that a 1% change, up or down, equals approximately \$125,000 to the general fund. Mr. Hatch reported that the college has been able to stay below the health insurance cost increase trend, currently in double digits, and added that he believes that the insurance trust will look at a decrease in benefits rather than an increase in insurance costs. Mr. Hatch reported that Arizona State Retirement System (ASRS) contributions will remain relatively stable and that he does not anticipate any changes to other employee related expenses.

Mr. Hatch reported that planned replacement cycles must be identified for items such as Smartboards, video classroom equipment and fleet vehicles. Mr. Hatch added that the college has been pleased with the Toyota Corollas that make up the bulk of fleet vehicles driven by faculty and staff and that the first vehicles purchased are 6 years old. Mr. Hatch reported that 2006-2007 general fund expenditures totaled \$19 million, \$21.6 million in 2007-2008 \$22.5 million in 2008-2009. Mr. Hatch added that the college spends approximately \$1.75 million per month, with 78% of general fund expenditures being employee related. Mr. Hatch reported that last year, the college spent \$265,000 on instructional supplies and non-instructional supplies totaled \$124,000 which is \$47,000 less than the prior year. Mr. Hatch reported that the college is doing what it can to keep costs down as indicated by decreases, from prior year levels, in travel and meal expenses and utility costs. Mr. Hatch cautioned the Board that at some point, the college will reach a plateau of savings following initial measures to reduce costs.

Dr. Swarthout reported that the following questions must be answered: Should the college redesign or eliminate dual enrollment? Should the tuition plateau be moved? Will the college eliminate certain programs? Will the college continue to run summer courses? What is the mission of the college—providing general education or career and technical education courses? Can the college afford to continue expensive programs? Can the structure of the college be altered to reduce costs? Dr. Swarthout informed that Board that they should, in the near future, expect clear recommendations following an examination of demand and the impact on the college communities.

Agenda Item 5: Strategic Planning

Mr. Vest reported that during the visioning sessions, the college was asked to determine what is the ideal FTSE number for NPC. Dr. Swarthout commented that college personnel did not answer the question because there are implications that most see as potentially affecting employment. Mr. Hatch offered that there are real limits based upon existing facilities. Dr. Swarthout commented that if the college desires growth, as a means to generate tuition revenue, class scheduling must be examined. Chairman Jeffers noted that tuition would have to be raised to higher levels to effectively generate additional tuition revenue. Mr. Vest added that an alternative would be to focus on growth in programs that have low operational overhead and that development of online courses could be used to deal with facility capacity issues. Dr. Swarthout noted that the social sciences subsidize approximately one-third of the cost of high technology, career education programs. Mr. Vest commented that the college will have to track the effects of increased student volume on faculty workload and compensation.

Mr. Vest reported that Dr. Eric Henderson, Dr. Michael Solomonson and Julie Holtan have been asked to examine the relationship between NPC and organizations such as the White Mountain Symphony Orchestra, to determine if the existing relationship should be altered to eliminate an exchange of course credit, determine if the college



benefits by helping organizations to provide the arts to communities and to determine the level of financial commitment for the college.

Mr. Vest summarized changes to pillar 1 that include a drawing back of curriculum and program expansion and the examination of existing resources and support services and to improve quality of existing programs. Mr. Vest added that pillar 1 has been refocused on budget constraints, the evaluation of programs and exploring alternate ways of course delivery, such as short term classes.

Mr. Vest reported that there is a significant change to pillar 2, priority 2 that includes an enrollment management plan that focuses heavily on the improvement of customer service, improvement of class scheduling, improvement of student support services and improvement of early warning for struggling students. Mr. Vest noted that such measures serve to retain the students the college already has and more effectively move them toward graduation. Mr. Vest reported that last year, the college had a 56% retention rate for first time, full time students, from year one to year two. Mr. Vest noted that the retention percentage is not bad for a remote rural commuter community college and suggested that if the percentage could be raised to about 61%, over time the college would see a 3% FTSE growth. Mr. Vest explained that retention also increases graduation and completion rates and increases in these measurable outcome areas would benefit the college as the State will likely, in the near future, implement a performance based reporting process.

Dr. Swarthout reported that pillar 3 has been revised to eliminate things accomplished last year and has been refocused on information services emergency priorities such as email redundancy, an out-dated PBX system, stabilization of tower situations and revenue growth from the towers, as well as integration of the emergency notification system. Dr. Swarthout noted that the current IS leadership team will be able to move these items ahead this year and added that the hire of a new institutional research analyst has made an incredible difference in reporting information to external entities and internal college constituents.

Mr. Hatch noted that pillar 4 saw the fewest changes and previous progress and added that Human Resources Director Peggy Belknap has made significant progress this year.

Mr. Hatch reported good progress on pillar 5 and it will be more focused on strengthening planning processes and continuing to link the budget process to the strategic plan. Mr. Hatch asked the Board to consider whether the monthly financial information presented is sufficient or if there is other information desired by the Board.

Mr. Hatch reported that there were major revisions to pillar 6 including a reordering of priorities. Mr. Hatch added that grant funding has been moved up in pillar priorities with an emphasis on grant sustainability in a difficult financial environment. Mr. Hatch noted that there are more opportunities for operational grants versus brick and mortar grants. Dr. Swarthout added that the college, due to budget constraints, must be more aware of grant and program sustainability. Mr. Hatch noted that the President's climate commitment has been broadened to sustainability in terms of evaluating whether changes can be made in a cost neutral fashion. Dr. Swarthout informed the Board that future strategic plans will be finalized in May and presented to the Board for acceptance in June. Mr. Sinquah suggested that strategic plan updates become a regular Board item.

Adjournment

Chairman Jeffers adjourned the Board retreat at 4:20 p.m.



Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



Navajo County Community College District Governing Board Study Session Minutes

October 20, 2009 – 10:00 a.m.
1611 S. Main Street, Snowflake, Arizona, 86937

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

Staff Present: President, Dr. Jeanne Swarthout; Vice President, Blaine Hatch; Vice President, Mark Vest; Recording Secretary to the Board, Russell Dickerson.

1. Request to Adopt the 2009-2012 NPC Strategic Plan – President Swarthout

Dr. Swarthout presented the 2009-2012 NPC Strategic Plan as reviewed by the college in visioning sessions and revised by the Strategic Planning and Accreditation Steering Committee (SPASC) and its subcommittees. Dr. Swarthout reminded the Board that an annual strategic plan report was submitted in May and changes to the strategic plan were discussed at the October 16, 2009 District Governing Board retreat. Dr. Swarthout reported that the plan has been moved forward, particularly in areas of accomplishment, and that strategic plan pillars were revised taking into account budget restrictions and budget decline. Dr. Swarthout added that the strategic plan will always be linked to the Higher Learning Commission accreditation criteria and components so that the college is continually working toward the next accreditation visit. Board members had no questions regarding the strategic plan following review and discussion at the Board retreat.

2. Request to Approve Dual Enrollment Intergovernmental Agreement (IGA) with Area High School Districts - Vice President Hatch

Mr. Hatch requested approval of dual enrollment IGAs with the Joseph City, Pinon, St. Johns, Sanders, Snowflake and Winslow school districts. In an effort to economize Board time, members were presented the Winslow IGA for review. Mr. Hatch explained that the dual enrollments are similar in basic format and are used throughout the state for dual enrollment agreements. Mr. Hatch added that the dual enrollment IGAs are the same as approved last year. Mr. Hatch reminded the Board that, as discussed at the Board retreat, dual enrollment delivery agreements will change beginning next year due to the upcoming 50% reduction in State aid for dual enrollment programs. Chairman Jeffers suggested that due to the routine nature of the agreements, future dual enrollment IGAs should be approved as part of the consent agenda.

3. Higher Learning Commission (HLC) Financial Ratios – Vice President Hatch

Mr. Hatch explained that in 2003, the college was required to begin to report financial indicators to the HLC. Mr. Hatch explained that the HLC uses financial indicators to track institutional financial health and that the HLC believes a well managed institution should use the mission to drive institutional activities. The HLC uses the following questions as a basis for determining institutional financial health: Are resources sufficient and flexible enough to support the mission? Are resources, including debt, managed strategically to advance the mission? Does asset performance and management support this strategic direction? Do operating results indicate the institution is living within available resources? Mr. Hatch noted that the HLC advises institutions to not focus primarily on the ratios themselves, rather to use them as planning tools. Mr. Hatch provided the Board with explanations of the Primary Reserve, Net Operating Revenue, Return on Net Assets and Viability ratios and the method used to calculate institutional Composite Financial Indicator information. Dr. Swarthout suggested that HLC financial ratio information could be presented to the Board as an annual report and that a reporting schedule will be determined. Responding to a suggestion from Chairman Jeffers, Mr. Hatch agreed that it may be helpful for the Board to see financial ratio information from other community colleges and that the information could be obtained and forwarded to the Board.



4. NAVIT Request Concerning Property at the Silver Creek Campus (SCC) – Vice President Hatch

Mr. Hatch summarized a previously received NAVIT proposal to relocate modular buildings to the Silver Creek Campus for use by NAVIT personnel. Mr. Hatch reported that NAVIT, working with the college architectural firm, received a cost estimate for the proposed modular building relocation and that it is close to the cost for new construction. As a result, NAVIT has requested that the college consider alternatives to relocating and renovating modular buildings including a possible sale of college property, construction of new NAVIT facilities and a long-term lease of those facilities by NAVIT. Mr. Hatch suggested to the Board that a long-term lease situation could be a less involved solution rather than an outright sale of college property. Mr. Hatch requested that the Board provide direction and emphasized that at this time, no Board action is requested.

NAVIT Superintendent Matt Weber addressed the Board and expressed appreciation for the strong working relationship between the college and NAVIT. Dr. Swarthout commented that having NAVIT at the Silver Creek Campus has been ideal for the educational partnership. Responding to a question from Chairman Jeffers, Mr. Weber explained that NAVIT would like approximately 3,000 square feet of working space and that the NAVIT board anticipates building costs in the \$400,000 to \$500,000 range. Mr. Weber stated that NAVIT would like to continue to be based at SCC as it is centrally located to the NAVIT service area. Concerning a potential property sale, Mr. Weber stated that one half or one acre of property would work well for the new facility and could be located by the new SCC parking lot by the Senior Center. Mr. Weber explained that such placement would allow easy access to the facility without interfering with the college's master facilities plan. Mr. Hatch explained that previously, a 30 year lease was offered to Northern Arizona University during the construction of the new Painted Desert Campus and that given the history between the two entities, a 30 year lease would be acceptable to the college. NAVIT currently pays the college \$500 per month for space at SCC. Mr. Weber expressed confidence that the NAVIT program is stable despite possible State budget reductions reported that NAVIT has, for the last three years, been operating at 91% of budget capacity and has strong legislative support. When asked by Chairman Jeffers, Board members did not express any concerns about proceeding with exploring a facilities arrangement with NAVIT. Chairman Jeffers expressed a preference for the college to explore a long-term lease at a nominal rate and suggested that should the NAVIT board want to pursue a property purchase, Mr. Weber would have to convince college staff of the merits of a property transfer.

Chairman Jeffers adjourned the study session at 10:56 a.m.



Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board

DRAFT



Navajo County Community College District Governing Board Meeting Minutes

October 20, 2009 – 10:30 a.m.

1611 S. Main Street, Snowflake, Arizona, 85937

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

Staff Present: President, Dr. Jeanne Swarouth; Vice President, Blaine Hatch; Vice President, Mark Vest; Recording Secretary to the Board, Russell Dickerson.

Others Present: Everett Robinson, Ann Hess, Peggy Belknap, Matt Weber, Sandra Johnson, Mira White, Kate Dobler-Allen, Regan Tsosie, Daniel Murray and Preston Romero.

Agenda Item 1: Call to Order and Pledge of Allegiance

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

Agenda Item 2: Adoption of Agenda

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

Agenda Item 3: Invitation of Public Comment

No public comment.

Agenda Item 4: Reports

4.A – Financial Position Report– Vice President Hatch

Mr. Hatch reported that for the period ending August 31, 2009, the college is two months into the fiscal year and is 17% of the budget period has expired. Mr. Hatch reported that September and October may not give the college a good indication of where property taxes are due to the fact that property tax bills were mailed out late. Mr. Hatch anticipates that information received by mid-December will allow the college to have a better sense of property tax trends for the year. Mr. Hatch reported that investment earnings are on target at 17%. Mr. Hatch reported that for the general fund, the college is at 18% which is typical for where the college would be in all general fund categories. General fund expenditures are at 11% and are primarily driven by slightly lower salary and wages during the first months of the fiscal year. Mr. Hatch reported that expenditures from the unrestricted plant fund are approximately \$260,000 and are associated with the completion of several projects. Mr. Hatch reported that there is no planned expense activity in the retirement of indebtedness account and that the college will continue to receive secondary property tax funds. Mr. Hatch reported that the restricted, auxiliary and agency funds are where they are expected to be at this point in the year.

4.B – CASO Report – Mira White

Mira White reported that CASO is currently in the process of revising its bylaws, is continuing to work with the Faculty Association on a new shared governance procedure and is preparing for the upcoming Higher Learning Commission visit. Ms. White reported that CASO will hold an annual meeting on November 20, 2009 at the Silver Creek Campus. Responding to a question from Chairman Jeffers, Ms. White explained that CASO bylaw revisions have become an ongoing process citing a decrease in staff participation.



4.C –NPC Faculty Association –Dr. Sandra Johnson

Dr. Johnson reported that the main focus of the Faculty Association is the upcoming HLC visit and that a student information sheet has been distributed to full time and adjunct faculty members for presentation to students during classes. Dr. Johnson reported that she has been asked to set up meetings between faculty and HLC visiting team members at all four campuses. Student meetings have also been set up and instructors who have class during the meeting are encouraged to have their students attend. Dr. Johnson estimated that about 58 (duplicated count) faculty members serve on 17 subcommittees currently in place as part of the existing shared governance procedure. Dr. Johnson reported that 9 faculty members have volunteered to serve on the newly formed budget committee.

4.D. – Student Government Association

NPC Student Government Association President Daniel Murray, Vice President Regan Tsosie and Secretary Preston Romero introduced themselves to the Board. The newly elected SGA officers expressed the desire to increase student involvement in various student organizations and to, as a college organization, assist with sustainability initiatives. Mr. Murray reported that the officers recently attended the Southwest Leadership Conference in Tucson, Arizona and that it was a great learning experience. Mr. Murray reported that SGA will work on this year's February 27th student dance and April 17th annual talent show, both of which were successful last year. Mr. Murray reported that Jessica Heber and Brandy Hatch have been elected to serve on College Council and that SGA will meet on November 20th at 2 p.m. in the video I classroom.

4.E. – NPC Foundation

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. September 14, 2009 Study Session Minutes
- B. September 14, 2009 Regular Meeting Minutes

Agenda Item 6: Old Business

- A. None.

Agenda Item 7: New Business

7.A. – Request to Adopt the NPC 2009-2012 Strategic Plan – President Swarthout

Dr. Swarthout presented a request to adopt the 2009-2012 Strategic Plan as discussed at the Board retreat and in study session. Ms. Handorf moved to adopt the 2009-2012 Strategic Plan as presented. Mr. Siquah seconded the motion. ***The vote was unanimous in the affirmative.***

7.B. – Request to Approve Dual Enrollment Intergovernmental Agreements (IGA) – Vice President Hatch

Mr. Hatch presented the staff recommendation for approval of dual enrollment IGAs between the college and the Joseph City, Pinon, St. Johns, Sanders, Snowflake and Winslow school districts as discussed in study session. Mr. Siquah moved to approve the dual enrollment IGAs 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

Dr. Swarhout notified the Board that there is no formal report to the Board as members are making final preparations for the HLC visit.

8.B. – Human Resources Update – Peggy Belknap

Ms. Belknap reported that the Apache Families First Coordinator and NPC Bookstore Manager positions have been filled. Ms. Belknap provided a brief oral summary of the remaining 5 open positions as presented in the Human Resources update. Ms. Belknap announced that Art Faculty Chair Lee Sweetman has announced her retirement after 30 years of service and that Ruth Creek-Rhoades and Debra Holt have resigned their positions. Ms. Belknap also announced that supervisory training took place on October 14th at the Painted Desert Campus.

8.C. – Arizona District Governing Board Association (ADGBA) Report – Ginny Handorf

Ms. Handorf reported that the primary focus of the Association is the creation of a handbook of instructions for District Governing Board members that will include useful references to State statutes. Ms. Handorf announced that ADGBA officers are planning to attend Governing Board meetings throughout the state to distribute the reference materials and answer questions. Ms. Handorf also announced that Maricopa has been asked to host an upcoming Governing Board National Conference in March. Ms. Handorf commented that continued association with the ADGBA is beneficial to the college and that she has learned a great deal.

Agenda Item 9: President's Report – President Swarhout

Dr. Swarhout requested that Board members be available for an October 23rd Board teleconference meeting regarding the award of a printing contract for 2010 class schedules. Mr. Vest reported that the printing company previously utilized by the college was disqualified from the bidding process and added that Board members will be asked to approve a printing contract with an alternate vendor. Mr. Vest noted that the proposed contract is for an amount greater than \$50,000 and requires Board approval. Dr. Swarhout announced that she has met with David Young of ASU to begin work on a transfer agreement that will hopefully be brought before the Board in the spring. Dr. Swarhout reported that she was pleased with the meeting and that a future agreement may make NPC a model for Associate of Applied Science transfers to the universities. Dr. Swarhout informed Board members that she will travel to Phoenix for APASC leadership meetings and governor's office meetings.

Agenda Item 10: Board Report/Summary of Current Events

Ms. Handorf announced that performances of "Doubt" and "You're a Good Man Charlie Brown" will be presented at the Performing Arts Center in November. Dr. Swarhout encouraged meeting attendees to take in the student art show currently on display in the Talon Gallery at the White Mountain Campus. Everett Robinson announced that the annual NPC Foundation meeting will take place on Thursday and interested parties should contact Lance Chugg. Chairman Jeffers reported that the NPC Rodeo Club has been successful and received good publicity, has many talented members, and has seen an increase in membership.

Agenda Item 11: Announcement of Next Regular Meeting:

Chairman Jeffers announced that the Board will meet via teleconference on Friday, October 23rd. Dr. Swarhout invited Board members to meet with the HLC visiting team on Monday, October 26th, at 1:30 p.m., at the Painted Desert Campus. Dr. Swarhout also invited Board members to attend the HLC exit interview on Wednesday, October 28th at SCC. The next regular Board meeting is scheduled for November 17, 2009.

Agenda Item 12: Adjournment

At 12:00 p.m. the meeting was adjourned upon a motion by Ms. Handorf, a second by Mr. Peaches and a unanimous affirmative vote.



Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board

DRAFT



Navajo County Community College District Governing Board Meeting Minutes

October 23, 2009 – 8:30 a.m.
Teleconference

Governing Board Members Present via telephone: Bill Jeffers, Ginny Handorf and A.T. Siquah.

Staff Present via telephone: President, Dr. Jeanne Swarhout; Vice President, Blaine Hatch; Vice President, Mark Vest; Recording Secretary to the Board, Russell Dickerson.

Others Present via telephone: Ann Hess, Everett Robinson, and Donna Ashcraft.

Agenda Item 1: Call to Order

Chairman Jeffers called the teleconference meeting to order at 8:45 a.m.

Agenda Item 2: Request for Award of Class Schedule Printing Contract– Vice President Vest

Mr. Vest explained that the Marketing and Public Relations department put out a bid for production of the spring, summer and fall 2010 class schedules. Mr. Vest added that this has not been done for the past two years but due to a recent significant reduction in paper costs, the college decided to rebid in an effort to reduce printing costs. Mr. Vest noted that the lowest returned bid was above \$50,000, necessitating Board approval. Mr. Vest explained that overall, the cost of schedule production will be reduced from \$65,663 (2008-2009) to the current bid of \$52,930 for a savings of \$12,732. Mr. Vest recommended approval of the bid from Signature Offset for development of the spring, summer and fall 2010 class schedules at a total cost of \$52,930.79. Mr. Siquah moved to approve the contract for Signature Offset as presented. Ms. Handorf seconded the motion. In a roll call vote, Ms. Handorf, Mr. Siquah and Chairman Jeffers voted in the affirmative. *The motion passed unanimously.*

Agenda Item 3: Adjournment

The Board teleconference was adjourned upon a motion by Mr. Siquah, a second by Ms. Handorf and a unanimous affirmative vote.



Respectfully submitted,

Russell Dickerson
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Secretary to the Board



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
Heber-Overgaard Unified School District No. 6**

This Intergovernmental Agreement (“Agreement”) is entered into this 8th day of September, 2009 between Navajo County Community College District, (“College”), and Heber-Overgaard Unified School District No. 6 (“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 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(10), 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, 2010 ("Term").

4. RECORDING

Pursuant to A.R.S. § 11-952(A),(D) and (G), College shall be responsible for filing this Agreement with the County Recorder or the Secretary of State, as applicable.

5. OBLIGATIONS OF COLLEGE

5.1 General Course Requirements

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and freshman and sophomore students subject to Paragraph E in this Section 5.1, 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 6.1(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 6.1(G).
- J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

5.2. 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.

5.3. 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.

5.4 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.

5.5 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.

5.6. Reporting and Tracking

- A. College will provide a report to the Joint Legislative Budget Committee on or before October 1 of each 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 6.6. 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 (7). School District will provide College with data required for inclusion in the tracking study if requested by College.

6. OBLIGATIONS OF SCHOOL DISTRICT

6.1 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(8), 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 polices, 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 5.1(E) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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 5.6 above.

6.7 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.

7. MUTUAL AGREEMENTS

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

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

8.1. Fees.

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

8.2. 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.

8.3. 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.

9. 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.

10. 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.

11. 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.

12. TERMINATION/DISPOSITION OF PROPERTY

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

13. RESPONSIBILITY

13.1. 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.

13.2 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.

14. 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.

15. 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.

16. 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).

17. 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.

18. 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.

19. 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.

20. 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.

21. 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:

Mr. Kenneth VanWinkle, Superintendent
Heber-Overgaard Unified School District No. 6
P.O. Box 547
Heber, AZ 85928

22. WAIVER OF CONFLICT

The parties to this Agreement are aware that Mangum, Wall, Stoops & Warden, PLLC (the "Law Firm") represents more than one party to this Agreement in various matters, including the drafting and/or review of this Agreement. By signing this Agreement each party specifically acknowledges that (1) the Law Firm has, by this paragraph, informed each party that the Law Firm believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Law Firm and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Law Firm's representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 8th day of September 2009.

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarouth, Ph. D., President


By: Kenneth VanWinkle, Superintendent

Date

9-8-09
Date

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 College.

By: Kathryn A. Meunier
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: Kathryn A. Meunier
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: \$52 per credit for 1 to 3 hours and 8 to 15 hours. No charge for 3.5 to 7.5 credit hours or beyond 15 credit hours.

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 \$3,921,400

Portion of that FTSE distributed to School District Less than 1%

Amount School District returned to College 0

EXHIBIT B

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

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

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

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

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
MAT221	CALCULUS I	4.00	SP 2009	HONSINGER, RICHARD
SPA101	ELEM SPANISH I	4.00	SP 2009	WHITMER, DAVID A

Request for Purchase of 1-year Maintenance of Networking Equipment

Recommendation:

Staff recommends the purchase of 1 year of maintenance for the networking equipment through World Wide Technology, Inc. in the amount of \$52,810.27.

Summary:

Staff has reviewed maintenance renewal for networking equipment for the college. It is recommended that the college purchase one year of maintenance to provide additional time to investigate multiple-year cost savings. This network equipment is currently used for communication of phones, internet, video conferencing, and general electronic communication.



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Northland Pioneer College

Quality education you can afford.

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D

World Wide Technology

NPC IDENTIFICATION NUMBER _____
(Required for all payroll 5000 accounts)

REQUISITION

PO NUMBER 002493

[Signature]
ORIGINATOR / BUDGET MANAGER Date 10/21/09

BUDGET MANGER / DEAN / DIRECTOR Date / /

VICE PRESIDENT (Required for Purchases \$10,000 & Above) Date / /

PRESIDENT (Required for Purchases \$25,000 & Above) Date / /

BUSINESS OFFICE Date / /

BOARD APPROVAL (Required for \$50,000 & Above) Date / /

GIVE FULL AND COMPLETE PARTICULARS FOR EACH ITEM REQUESTED

QTY	DETAILED DESCRIPTION	UNIT PRICE	AMOUNT	ACCOUNT NUMBER
1	Smartnet Renewal CISCO Systems (88 items)			
	8/1/2009 to 8/1/2010	52810 27	52810 27	00-5600-5105-05
	SUB TOTAL			52810 27
	SALES / USE TAX			
	FREIGHT			
	TOTAL			52810 27

RECEIVED

OCT 22 2009

PRESIDENT OFFICE

COMMENTS/SPECIAL INSTRUCTIONS:

All vendors for service, equipment rentals, and leases must have a W-9 compliance form on file with the Business Office. If the vendor is not listed on the 1099 listing, a completed W-9 form must be attached to the requisition. MPR/Foms/BusinessOffice/Requisition . Rev. 1/09

DISTRIBUTION: BUSINESS OFFICE – White & Yellow; BUDGET MANAGER / DEAN / DIRECTOR / REQUISITIONER – Pink

NAVIT Request Concerning Property at Silver Creek Campus

Summary:

Staff received the attached response from NAVIT as a result of the previous Board discussion regarding a long-term lease arrangement.



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NAVIT BOARD WISHES FOR LEASING LAND FROM NPC

1. 50 Year Lease
2. Option to renew for an additional 50 years
3. If break lease, NPC would pay NAVIT market value of building plus additional percentage due to being out on street
4. Lease around \$500 plus negotiated CPI built in
5. Total Control of the Building
6. Jointly build to our specifications

Extend appreciation to Northland Pioneer College Governing Board for our partnership. They extend gratitude for the money we have saved to date with a nominal lease fee and for the future savings that will be incurred with this project.

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

July 1, 2009 to September 30, 2009

Budget Period Expired

25%

Tax Supported Funds

	General Unrestricted			Unrestricted Plant			Retirement of Indebtedness		
	Budget	Current Month Actual	Y-T-D Actual %	Budget	Current Month Actual	Y-T-D Actual %	Budget	Current Month Actual	Y-T-D Actual %
REVENUES									
Primary Tax Levy	11,344,683	97,250.63	220,715 2%				0	5,617	25,494
Secondary Tax Levy									
State Aid:									
Maintenance and Operations	4,250,300		897,500 21%						
Capital									
Equalization	5,386,500		1,656,000 31%						
Tuition and Fees	4,335,000	79,505	1,343,936 31%						
Investment earnings	175,000	9,437	30,279 17%	25,000	271	4,326 17%			
Grants and Contracts	750,000	370	560,312 75%						
Other Miscellaneous	100,000	15,795	60,068 60%						
Transfers:	(2,950,000)	(187,500)	(562,500) 19%	2,250,000	187,500	562,500 25%			
TOTAL REVENUES	\$23,391,483	\$14,858	\$4,206,309 18%	\$2,275,000	\$187,771	\$566,826 25%	\$0	\$5,617	\$25,494
EXPENDITURES									
Salaries and Wages	15,870,152	1,299,519	2,915,375 18%						
Operating Expenditures	6,506,448	399,608	1,143,149 18%						
Capital Expenditures	437,400	83,347	178,294 41%	2,275,000	74,766	333,194 15%	0	0	0
TOTAL EXPENDITURES	\$22,814,000	\$1,782,474	\$4,236,818 19%	\$2,275,000	\$74,766	\$333,194 15%	\$0	\$0	\$0

Restricted, Auxiliary and Agency Funds

	Restricted			Auxiliary			Agency		
	Budget	Current Month Actual	Y-T-D Actual %	Budget	Current Month Actual	Y-T-D Actual %	Budget	Current Month Actual	Y-T-D Actual %
REVENUES									
Grants and Contracts	4,650,000	1,507,836	1,967,772 42%						
Sales and Services				1,000,000	67,469	628,110 63%			
Bookstore				70,000	1,719	7,191 10%			
Other									
Investment Earnings									
Donations	400,000	0	0 0%	300,000	0	0 0%			
Board Designated Donation									
Transfers:									
TOTAL REVENUES	\$5,050,000	\$1,507,836	\$1,967,772 39%	\$1,370,000	\$69,188	\$635,301 46%	\$0	\$304	\$2,059
EXPENDITURES									
Salaries and Wages	838,787	81,593	150,893 18%						
Operating Expenditures	4,211,213	1,677,786	1,757,650 42%	166,207	15,312	37,701 23%			
Capital Expenditures				1,199,793	6,165	65,490 5%	0	42	127
				4,000		0 0%			
TOTAL EXPENDITURES	\$5,050,000	\$1,759,379	\$1,908,543 38%	\$1,370,000	\$21,477	\$103,191 8%	\$0	\$42	\$127

Cash flows from all activities (YTD)

Cash used for all activities (YTD)

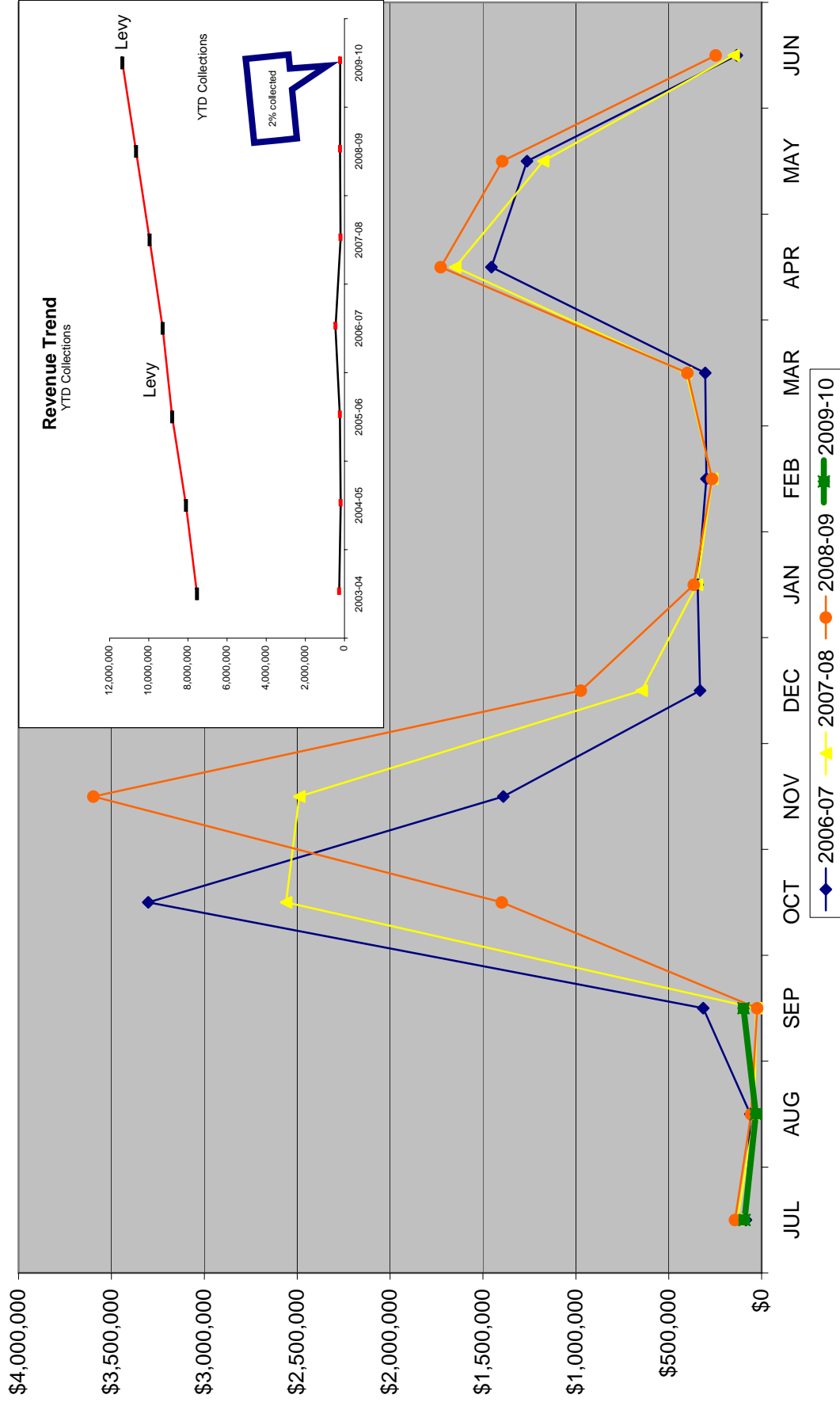
Net Cash for all activities (YTD)

7,403,761

6,581,873

\$ 821,888

Monthly Primary Property Tax Receipts



FTSE COMPARISON, FALL 2008-2009

	FTSE		NAVIT FTSE		DUAL FTSE		Regular FTSE		Reg FTSE Change 08-09
	2009	2008	2009	2008	2009	2008	2009	2008	
Little Colorado	219	197	37	40	18	12	164	145	19
Painted Desert	186	195	27	31	46	49	113	114	-1
Silver Creek	253	272	45	68	30	51	178	153	25
White Mountain	753	693	132	122	113	139	508	432	76
Subtotal	1411	1357	241	261	207	251	963	844	+119
ALU	2	1	0.0	0.0	0.0	0.0	2	1	1
CDA	34	46	0.0	0.0	0.0	0.0	34	46	-12
DOC	11	148	0.0	0.0	0.0	0.0	11	148	-137
Heber	15	13	0.0	0.0	0.0	0	15	13	2
Hopi	66	56	0.0	0.0	3	6	63	50	13
Internet	175	159	7	3	0.0	0.0	168	156	12
Kayenta	40	52	0.0	0.0	0.0	3	40	49	-9
Sanders	11	9	0.0	0.0	0.0	0.0	11	9	2
Springerville-Eagar	99	105	20	15	16	30	64	60	4
St Johns	53	85	21	40	5	9	27	37	-10
Whiteriver	111	115	0.0	0.0	13	11	97	104	-7
Apache Co Misc	24	29	0.0	0.0	9	11	14	17	-3
Navajo Co Misc	12	5	0.0	0.0	0.0	0.0	12	5	7
Subtotal	653	823	46	59	47	71	559	694	-135
TOTAL	2064	2180	287	320	254	322	1522 (1511)	1538 (1390)	-16 (+121)

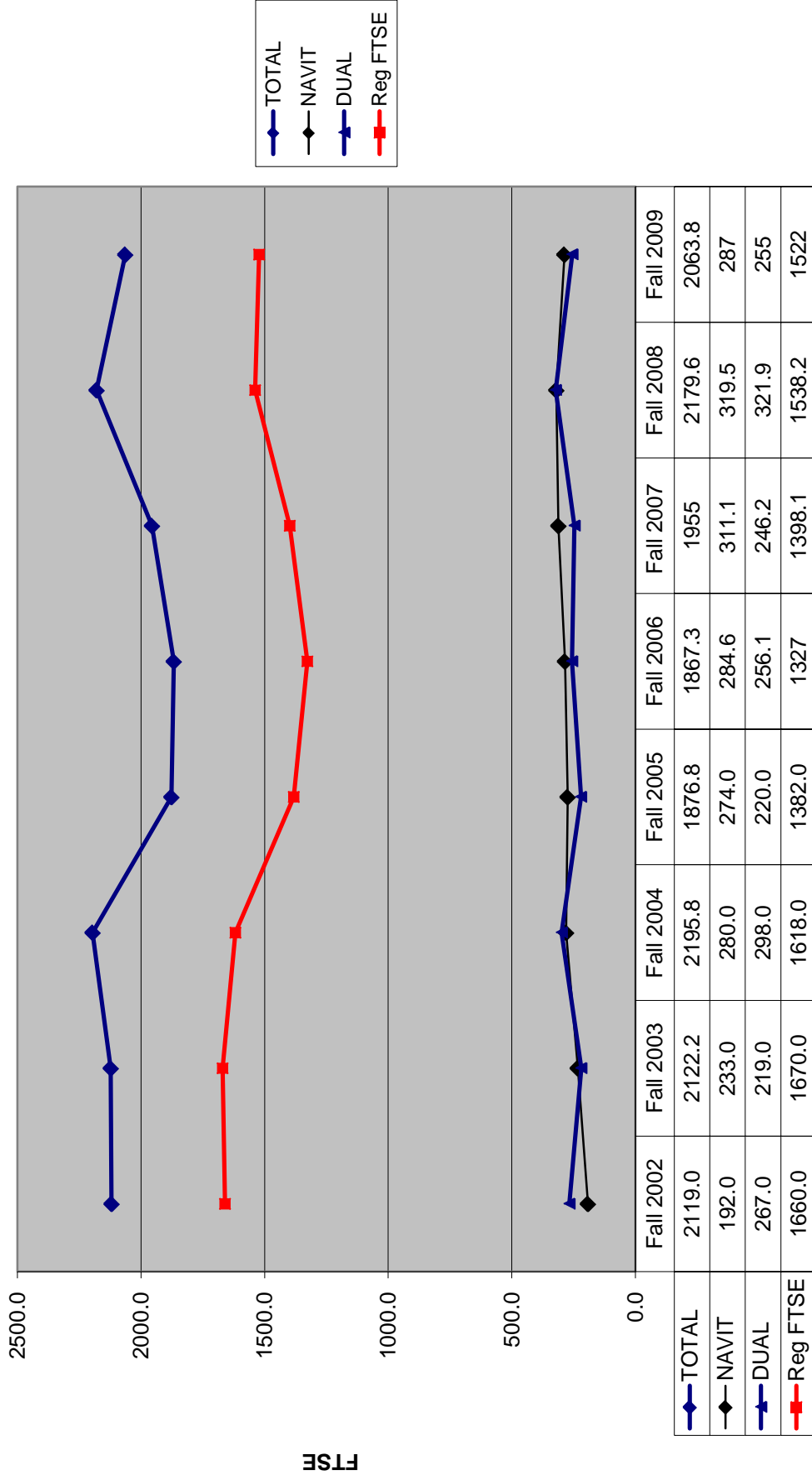
Regular Enrollment percentage change, without DOC included, Fall 2008-Fall 2009:

Dual + NAVIT+DOC percentage change, Fall 2008-Fall 2009:

Total Enrollment percentage change, Fall 2008-Fall 2009:

+8.1%
-30.1%
-5.4%

NPC Fall Semester Enrollment, 2002-2009



Human Resources Update

November 17, 2009

- 1. IS Lead Support Center Operator – Steve Peck, 20 years Electronic Technician/Supervision Experience-Start Date 11-16-09.**
- 2. DOC-Coordinator of Prison Programs – Committee In-Process.**
- 3. DOC-Faculty in Automotive – 0 Applicants.**
- 4. Faculty in Technical Education – Committee In-Process.**
- 5. IS Technician 1- Ernest Hess, Bachelors of Business Administration/James Madison University-Start Date 11-16-09.**
- 6. Temporary Faculty in Art/Ceramics -2 Applicants-Committee In-Process.**
- 7. Accounting Technician/Fund Grant Accountant-Closes 11-30-09.**
- 8. Financial Aid Specialist-Closes 12-18-09.**



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