NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION (NATIVE)

NATIVE Special School Board Meeting

Date: **Monday August 12, 2013**
Time: **10:00 AM (MDST)**
Place: **NATIVE District Central Campus, Conference Room, NATIVE District, Kayenta, AZ**

One or more Governing Board members will participate via teleconference.
The public will be able to attend at the NATIVE District office or may call (928) 697-2500 for teleconference information.

AGENDA

1. **CALL TO ORDER:** Board President Shannon Tooke will call the meeting to order. Roll call by Board Secretary. Members may participate by conference call.

2. **EXECUTIVE SESSION:** The Governing Board may vote to meet in executive session with regard to any item on this agenda pursuant to A.R.S. 38-431.03.A.1 relating to personnel decisions, Section 431.03.A.2 relating to the discussion of records exempt by law from public inspection (such as-student records), Section 38-431.03.A.3 for legal advice from the District's legal counsel

3. **NEW BUSINESS:**
   - 3.1 *Consideration to approve agreement to extend contract between Conterra Ultra Broadband, LLC and NATIVE to continue internet access
   - 3.2 *Consideration to approve the NATIVE/Northland Pioneer College Dual Credit IGA
   - 3.3. *Consideration to approve site FY13 carryover budget request
     - 3.3.1. Chinle HS – Steve Sorden

4. ***ADJOURNMENT**

**Denotes Action Items*
***Denotes Consent Agenda Items*

NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION (N.A.T.I.V.E.)

Office of the Superintendent
MEMORANDUM

Date: August 07, 2013
To: NATIVE Governing Board Members
From: Ron Tsosie, Interim Superintendent
Re: Contract extension between Conterra and NATIVE for Internet Access

Conterra Ultra Broadband LLC provides Internet access to nine sites. The Internet Access contract between Conterra and NATIVE ended. Internet access for the sites is essential to operate a successful Video Conferencing Distance Learning (VCDL) network. Internet access is utilized to broadcast VCDL classes across the NATIVE District. The following service agreement will continue to provide Internet access throughout the NATIVE District for five more years, the telecommunications service is contingent upon approved E-Rate funding.

It is recommended that Conterra be approved to continue providing Internet access for the NATIVE District through Amendment 5, extending the service term to June 30, 2018.

AMENDMENT 5 TO TELECOMMUNICATIONS SERVICE AGREEMENT

This Amendment (the "Amendment") to the Telecommunications Service Agreement (the "Agreement") dated February 4, 2008 is entered into this 11th day of June, 2013 by and between Conterra Ultra Broadband, LLC ("Conterra") and the Northeast Arizona Technological Institute of Vocational Education ("Customer").

Conterra and Customer agree to amend the Agreement as follows:

1. Service Description. Internet Access

2. Service Term. The term of service shall be amended whereby establishing a new expiration date of June 30, 2018.

3. Miscellaneous.

   a) Except as expressly or by necessary implication modified hereby, the Agreement shall remain in full force and effect as written.

   b) This Amendment may be executed in counterparts, all of which, when taken together, shall be deemed one and the same instrument. This Amendment embodies the full agreement of the parties concerning the subject matter of this Amendment. Any modification of this Amendment must be in writing and signed by both parties.

4. E-Rate.

   The parties acknowledge and agree that this Agreement and its amendments are contingent upon CUSTOMER filing for and obtaining E-Rate Services for the SLD as stated in Section 9(b) of the original Agreement.

5. All other terms and conditions of the original Agreement (and corresponding amendments) shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of 11th day of June, 2013.

NATIVE	Conterra Ultra Broadband, LLC
By: _____	By: _____
_____	Eric Burgess
Print Name	Print Name
_____	EVP/CFO
Title	Title
_____	June 11, 2013
Date	Date

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Applicant Name	Native Vocational District	
Attachment Number		
Billed Entity Number	16020596	
Form 470 Number	331710000888269	Allowable Contract Date: 03/18/2011
Form 471 Application Number		Contract Award Date: 03/24/2011
Funding Request Number		Contract Expiration Date: 06/30/2018
FRN from Previous Year	n/a	Contract Number: 1057A
Narrative Description of this Funding Request	Wide Area Network (WAN) Service including 100 Mbps Ethernet Connections for 9 sites. This service complies with the Schools and Libraries Division's Wide Area Network (WAN) Fact Sheet.	

Quantity	Product or Service Description	Unit Cost (per location)	Extended Cost	
			Monthly Recurring	Non-Recurring
9	100 Mbps Ethernet Wide Area Network Services (per month)	$7,341.33	$66,071.97	$0.00
	Program Year Pre-Discount Amount:		**$792,863.64**	**$0.00**

The Native Vocational District certifies that the following statements are true and accurate:

1. Any infrastructure provided is an integral component of this Telecommunications service.
2. All infrastructure is provided by the same service provider that provides the associated Telecommunications Service.
3. Responsibility for maintaining the infrastructure rests with the service provider.
4. Ownership of the infrastructure will not transfer to the school or library in the future, and the relevant contract does not include an option for the applicant to purchase the infrastructure.
5. Upfront capital charges, if applicable, are less than 67% of total charges in the funding year.
6. The school district's internal communications network will function without dependence on the infrastructure.
7. The infrastructure will be used at the applicant site for no other purpose than receipt of the eligible Telecommunications service.
8. There are no contractual, technical, or other limitations that would prevent the service provider from using infrastructure that would normally be shared in other similar arrangements with other customers.

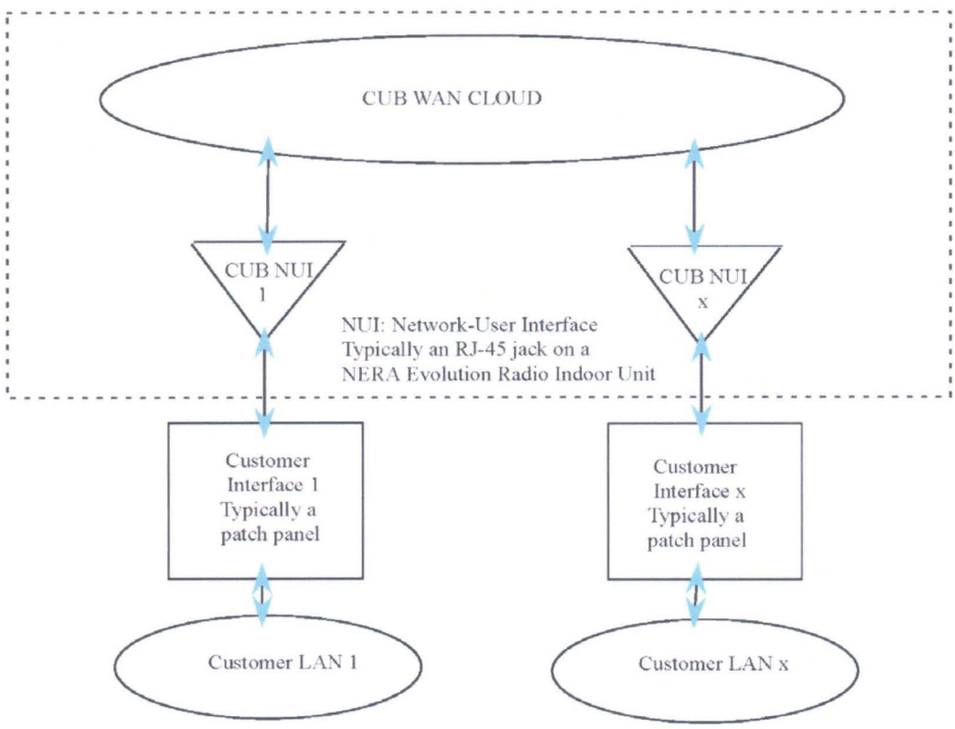
Network Diagram, Typical WAN Customer Layer 2 Handoff

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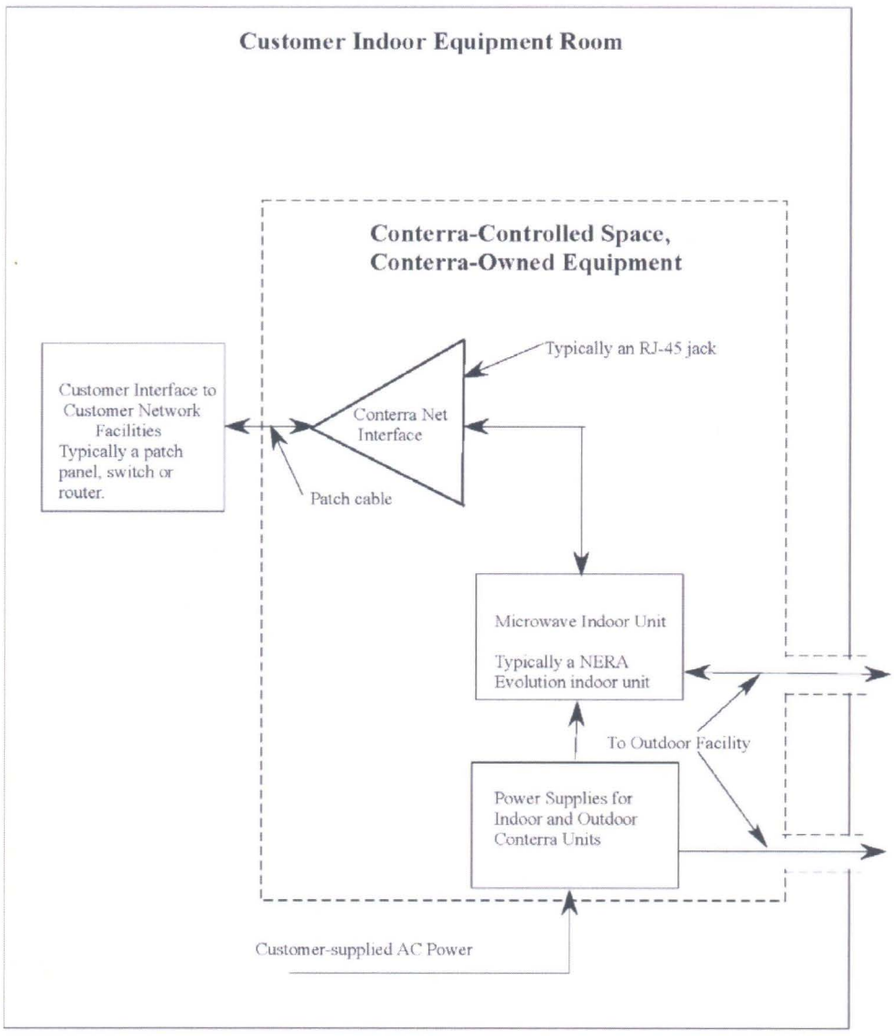
Conterra Ultra Broadband (CUB) supplies customers with leased Telecommunications Services, as defined by the Schools and Libraries Division of the Universal Service Administrative Company on the following Web page:
www.universalservice.org/sl/applicants/step06/wide-area-network-fact-sheet.aspx

Conterra Ultra Broadband, LLC is a Eligible Telecommunications Provider and is duly registered with SLD
Conterra Ultra Broadband, LLC is a common carrier under the Telecom Act of 1996, as amended.

All devices, facilities and equipment within the box remain property of CUB.



Conterra Indoor Facility at Customer Site, Layer 2 Network



ATTACHMENT A

Native Vocational District

Narrative Description: Wide Area Network (WAN) Service including 100 Mbps Ethernet Connections to each of the listed sites below. The service complies with the USAC Schools and Libraries Division's Wide Area Network (WAN) Fact Sheet.

Quantity	Product or Service Description	Unit Cost (per location)	Extended Cost	
			Recurring	Non-Recurring
9	100 Mbps Ethernet-Based Wide Area Network Services (per month)	$7,341.33	$66,071.97	$0.00
		Total Per Month:	$66,071.97	$0.00

Service Locations				
Name of Site	**Address**	**City**	**State**	**Zip**
1. Chinle High School	Highway 101	Chinle	AZ	86503
2. Ganado High School	Highway 264	Ganado	AZ	86505
3. Monument Valley High School/Native Vocational DO	N. Highway 163	Kayenta	AZ	86033
4. Pinon High School	Highway 41	Pinon	AZ	86510
5. Red Mesa High School	Highway 160	Teec Nos Pos	AZ	86514
6. Tuba City High School	Warrior Dr.	Tuba City	AZ	86045
7. Valley High School	Highway 191	Sanders	AZ	85512
8. Window Rock High School	Navajo Rd. 12	Fort Defiance	AZ	86504
9. Red Valley/Cove High School	Navajo Route 13 MP 22	Red Valley	AZ	86544

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NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION (N.A.T.I.V.E.)

Office of the Superintendent
MEMORANDUM

Date: August 7, 2013
To: NATIVE Governing Board Members
From: Ron Tsosie, Interim Superintendent
Re: NATIVE/Northland Pioneer College Dual Credit IGA for Nurse Program

Following is an Intergovernmental Agreement (IGA) for Dual Credit between Navajo County Community College District (Northland Pioneer College – NPC) and NATIVE District covering satellite sites and Central Campus.

The agreement is required in order for NATIVE District students to be enrolled in Dual Credit College Classes with NPC. Medical Terminology HES 170 is first course in the sequence of the NATIVE Nurse Assistant Program. The IGA was reviewed and approved by the NATIVE Attorney.

It is recommended that the NATIVE Governing Board approve the IGA between Navajo County Community College District and NATIVE District and authorize the Interim Superintendent to sign it.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
NORTHEAST ARIZONA TECHNOLOGICAL INSTITUTE OF VOCATIONAL EDUCATION

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2013 between Navajo County Community College District, ("College"), and Northeast Arizona Technological Institute of Vocational Education ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

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

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

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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, 2014 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District juniors and seniors, and freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College's prerequisites.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

1. of a quality and depth to qualify for college credit as determined by College;

2. evaluated and approved through the College curriculum approval process;

3. at a higher level than taught by the School District high school;

4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and

5. compliant with all other standards for College courses.

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

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

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

1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;

2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;

3. a composite score of twenty-two (22) or more on the American college test;

4. a passing score on the relevant portions of the Arizona instrument to measure standards test;

5. the completion of a college placement test designated by College that indicates the student is at the appropriate college level for the course; or

6. is a graduate of a private or public high school or has a high school certificate of equivalency.

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

D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not more than six (6) credit hours per semester.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq*.

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2. Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3. Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence, and to review and amend the course outlines as necessary.

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

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6. Reporting and Tracking

A. College will provide a report to the Joint Legislative Budget Committee as may be required from time to time 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. 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. School District will provide College with data required for inclusion in the tracking study if requested by College.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 6.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), 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 4.1(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence to review and amend the course outlines as necessary.

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

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
   1. has completed the necessary registration forms;

2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of resident/nonresident tuition.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.

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

5.5 Students with Disabilities

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

5.6 Reporting and Tracking

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

5.7 Facilities and Funding

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

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1. Instructor.

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

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

6.2. Student.

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

6.3. Removal from Course.

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

6.4. Schedule and Number of Students.

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

6.5. Availability of Instructors.

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

6.6. Guidelines.

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

6.7. Rigor of Courses.

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

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

7.1 Fees.

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

7.2. Supplies.

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

7.3. Tuition.

A. The student or School District shall be responsible for payment of tuition to College.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the residency status of the student. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

8. CONTINUATION OF AGREEMENT

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

9. RECORDS

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

10. CONFIDENTIALITY

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

11. TERMINATION/DISPOSITION OF PROPERTY

11.1. Termination.

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

11.2. Risk to Health or Safety.

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

11.3. No Relief from Obligations.

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

11.4. Disposition of Property.

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

12. RESPONSIBILITY

12.1. Conduct of Operations.

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

12.2 Indemnification.

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

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

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

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

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

If to College:

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

If to School District:

Ron Tsosie, Superintendent
NATIVE District
P.O. Box 710
Kayenta, AZ 86033

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ 2013.

COLLEGE	SCHOOL DISTRICT
_____	_____
By: Jeanne Swarthout, Ph.D., President	By: Ron Tsosie, Superintendent
_____	_____
Date	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:_____
Legal Counsel for College

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

By:_____
Legal Counsel for School District

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EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: $64 per credit hour.

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

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

3. ADDITIONAL CHARGES

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

4. FINANCIAL AID POLICIES

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

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

5. FORMAT FOR BILLING

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

NCCCD shall not reimburse the School District.

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	$1,689,700
Portion of that FTSE distributed to School District	0
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	Location	Instructor
HES170	Medical Terminology	3	Fall 2013	Chinle HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Ganado HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Pinon HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Red Mesa HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Monument Valley HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Window Rock HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Tuba City HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Valley HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	Red Valley/Cove HS	Kathy Reynolds
HES170	Medical Terminology	3	Fall 2013	NATIVE Central/MF/P	Kathy Reynolds

Northeast Arizona Technological Institute of Vocational Education

BUDGET REQUEST FOR FY14

P.O. Box 710, Kayenta, Arizona 86033 928-697-2500

Site CTE Director	School Site, District	FY13 M&O, 610, 625 Carryover	FY13 Allocation 001 & 610
Steve Sorden, CTE Director	Chinle HS, Chinle Unified School District	FY13 Site Carryover $92,055.19	

Function Code Instruction 1000	Object Code	Description	Program(s) Impacted	Program Goal #	FY13 Budget Request
Salaries	6100				$ -
Employee Benefits	6200				$ -
Purchased Prof Services	6300				$ -
Prchsd Property Services	6400				$ -
Other Purchased Services	6500				$ -
Supplies	6600	Instructional Supplies	All CTE	1,2,3	$ 45,000.00
Other Expenses	6800	Student Travel	All CTE		$ 10,000.00
				SUBTOTAL INSTRUCTION 1000	$ 55,000.00
Support Services 2100, 2200, 2600 - 2900					
Salaries	6100				$ -
Employee Benefits	6200				$ -
Purchased Prof Services	6300				$ -
Prchsd Property Services	6400				$ -
Other Purchased Services	6500	Travel and per diem for instructional staff to attend PD	All CTE	3	$ 6,000.00
Supplies	6600				$ -
Other Expenses	6800				$ -
				SUBTOTAL SUPPORT SERVICES 2100, 2200, 2600-2900	$ 6,000.00
Support Services - Admin 2300, 2400, 2500					
Salaries	6100				$ -
Employee Benefits	6200				$ -
Purchased Prof Services	6300				$ -
Prchsd Property Services	6400				$ -
Other Purchased Services	6500				$ -
Supplies	6600				$ -
Other Expenses	6800				$ -
				SUBTOTAL NON-INSTRUCTIONAL SERVICES - 2300, 2400, 2500	$ -
Operation for Non-Instructional Services--3000					
Salaries	6100				$ -
Employee Benefits	6200				$ -
Purchased Prof Services	6300				$ -
Purchased Prof Services	6400				$ -
Purchased Prof Services	6500				$ -
Supplies	6600				$ -
Other Expenses	6800				$ -
				SUBTOTAL NON-INSTRUCTIONAL SERVICES - 3000	$ -
				TOTAL M&O	$ 61,000.00

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Function Code	Object Code	Description	Program(s) Impacted	Program Goal #	FY14 Budget Request
Unrestricted Capital (610)					
Property	6700	HDMI to VGA Adapter for Raspberry Pi	Electronics	1,2,3	$ 750.00
Property	6700	Reach-In Refrigerator, Commercial Series, 3 doors, 83" wide	Culinary	1,2,3	$ 6,000.00
Property	6700	Hot Plate, 6 Burners, 36" Wide, Gas	Culinary	1,2,3	$ 1,500.00
Property	6700	Grill, Portable, 61" wide, gas	Culinary	1,2,3	$ 3,000.00
Property	6700	Reach-In Freezer, 3 Door, 78" wide	Culinary	1,2,3	$ 6,000.00
Property	6700	Proofing/Holding Cabinet, Non-insulated	Culinary	1,2,3	$ 1,800.00
Property	6700	Hardware to mount TV monitors	Nursing, Acctg, Culinary Arts, Electronics, Constr	1,2,3	$ 2,000.00
Property	6700	Capital items to include tools and equipment for all approved CTE programs.	All approved CTE programs	1,2,3	$ 10,005.19
Property	6700				
Property	6700				$ -
Property	6700				$ -
			TOTAL UNRESTRICTED CAPITAL - 610		**$ 31,055.19**
Soft Capital (625)					
Property	6700				$ -
Property	6700				$ -
Property	6700				$ -
Property	6700				$ -
Property	6700				$ -
Property	6700				$ -
Property	6700				$ -
			TOTAL SOFT CAPITAL (625)		**$ -**
			TOTAL M&O, 610 AND 625		**$ 92,055.19**

Goals: Check the Goals listed below that you will be addressing OR add one or two site goals in space provided.

☑ GOAL 1: LOCAL PLAN FOR CTE - Provide a Coherent Sequence Of Instruction in Career and Technical Education programs. [§135(b)(1)] List all of your CTE programs and the related courses offered in the Coherent Sequence Of Instruction to deliver all state designated standards. [§122(c)(1)(A)].Provide teachers and students with strong experience in and understanding of all aspects of an industry, including internships and technology training [§134(b)(3)(C)] [§135(b)(5)(B)(C)(D)].

☑ GOAL 2: PERFORMANCE LEVELS - Carry out Career and Technical Education programs to meet state/local/JTED adjusted levels of performance. [§134(b)(2)] Implement evaluations of Career and Technical Education programs, including assessment of how the needs of special populations are being met. [§135(b)(6)]. Integrate NATIVE JTED evaluations, meet or exceed criteria, and continuously improve program performance.

☑ GOAL 3:SKILL ATTAINMENT - Improve academic and technical skills of Career and Technical Education students through integration of academics with Career and Technical Education programs. [§134(b)(3)(B)] Teach Career and Technical Education students the same rigorous and challenging academic standards as all other students, and encourage CTE students to enroll in rigorous courses. [§134(b)(3)(D)(E)] [§135(b)(1)] and participate in SkillsUSA and SkillsNATIVE

☐ GOAL 4: PROGRAM IMPROVEMENT - Based upon the State Program of Study models, eligible recipient must begin planning to participate in at least one Program of Study as described in §122(c)(1)(A), §134(b)(3)(A) and §135(b)(1). Develop, improve, expand technology in Career and Technical Education programs [§135(b)(4)(7)].

☐ GOAL 5: INVOLVE STAKEHOLDERS - Strengthen collaboration with stakeholders, especially those from busness and industry, as well as inform and involve parents, students, academic and CTE teachers, faculty, administrators, career guidance, and academic counselors, administrators, representatives of business and industry, labor organizations, representatives of special populations and other interested individuals in the development, implementation, and evaluation of Career and Technical Education programs, including programs of study. [§134(b)(5)] [§135(c)(1)]

☐ GOAL 6: ACCESS/PROGRESS/SUCCESS FOR SPECIAL POPULATIONS - Prevent discrimination against special populations. [§134(b)(9)] Identify and adopt strategies to overcome barriers to access/success for special populations. [§134(b)(8)(A)] Provide programs designed to enable special populations to meet state/local adjusted levels of performance [§134(b)(8)(B)]. Provide activities to prepare special populations for self-sufficiency. [§134(b)(8)(C) and [§135(b)(9)]

☐ GOAL 7: NONTRADITIONAL TRAINING - Promote preparation for nontraditional fields. [§134(b)(10)]

☐ GOAL 8: PROFESSIONAL DEVELOPMENT - Provide comprehensive professional development (including initial teacher preparation) for career and technical education, academic, guidance, and administrative personnel, including training for integration of rigorous academic standards with relevant CTE. [§134(b)(4)] [§135(b)(5)]

☐ GOAL 9: ARTICULATION - Link secondary and postsecondary Career and Technical Education programs including offering at least one Program of Study that may include the opportunity for secondary education students to participate in dual or concurrent enrollment programs or other ways to acquire postsecondary education credits.

☐ GOAL 10: CAREER GUIDANCE - Provide career guidance and academic counseling for Career and Technical Education students.[§134(b)(11)]

☐ GOAL 11: FACULTY RECRUITMENT AND RETENTION - Provide efforts to improve recruitment and retention of CTE teachers, faculty, counselors, those groups underrepresented in the teaching professions. [(§134(b)(12)]

☐ GOAL 12: TECHNOLOGY/VIDEO CONFERENCING DISTANCE LEARNING- Develop, improve, or expand usage in Career and Technical Education. [§135(b)(4)(C)]

☐ GOAL A: SITE GOAL (Site may add a goal if needed):

☐ GOAL B: SITE GOAL (Site may add a goal if needed):

TOTAL NUMBER OF SITE HS TEACHERS	15
NUMBER OF CTE STUDENTS ENROLLED (Current Year)	853
TOTAL NUMBER OF SITE HS STUDENTS ENROLLED (Current Year)	957
PERCENT OF STUDENTS ELIGIBLE FOR FREE/REDUCED LUNCH AT SITE	95%
SITE: STUDENT /TEACHER RATIO (Number of students/number of teachers)	0:00
SITE: HS STUDENT / COMPUTER RATIO (# of students/# of computers)	
SITE HIGH SCHOOL IDENTIFIED AS EXCELLING	
SITE HIGH SCHOOL IDENTIFIED AS PERFORMING PLUS	
SITE HIGH SCHOOL IDENTIFIED AS HIGHLY PERFORMING OR PERFORMING	
SITE HIGH SCHOOL IDENTIFIED AS UNDERPERFORMING	
SITE SCHOOL MADE AYP FOR FY13	Yes

A. List of approved site high school programs/courses to be offered through NATIVE District is in Attachment "C" of current IGA. Site will report

Program	Site Course Name	Teacher Name	Approved by ADE	Enrollment--Fall Semester & YR Long
Agricultural Business	Animal Service I, Animal Service II, and Advance Animal Science	Barbara Lee	Yes	Yr Long
Welding	Welding I, Welding II, and Advanced Welding	Woodrow Wagner	Yes	Yr Long
Heavy Equipment Operations	Heavy Equipment I, II, and Advanced Heavy Equipment	Keith Chee	Yes	Yr Long
Cosmetology	Cosmetology I, II, and Adv. Cosmet. /Beauty School I and II	Karin Mitchell	Yes	Yr Long
Transporation Technology	Auto Tech I, II and Advanced Auto Tech	Charles Kimbrough	Yes	Yr Long
Drafting/Design Technology	Drafting I, Drafting II, and Drafting III	Brandon Tso	Yes	Yr Long
Construction Technologies	Construction Tech I, Const. Tech II, and Advanced Const. Tech.	Terry Gilliam	Yes	Yr Long
Electronics Technologies	Electronics I, Electronics II, and Electronics III and Adv. Electronics	Allen Anderson	Yes	Yr Long
Culinary Arts	Culinary Arts I, Culinary Arts II, and Advanced Culinary Arts	Rex Sherry	Yes	Yr Long
Nursing	Intro Health Occup, Medical Terminology, and Advanced Nursing	Charlotte Mitchell	Yes	Yr Long
Mrktg Mgnmt/Entreprenuership	Sales/Marketing I, Sales/Marketing II, and Sales/Marketing III	Sharon Murray	Yes	Yr Long
Bus. Mgnmt. Admin. Services	BMAS I, BMAS II, and BMAS III	Lorraine Yazzie	Yes	Yr Long
Education Professions	Education Professions I, Ed. Profession II, and Advanced Ed. Professions	Howard Smith	yes	Yr Long
Accounting and Related Service	Accounting I, Accounting II and Accounting III	Serena Jimmy	Yes	Yr Long
Media/Communication -Film/TV	Media Communication, Film and TV, and Yearbook	Alfred Nelson	Yes	Yr Long

B. NATIVE CTE programs NEEDED at site or AVAILABLE to be broadcast from site through NATIVE Distance Learning network.

Program Name	Course Name (if available for broadcast)	Need VCDL training	Available for broadcast
Introduction to Business and Accounting	Accounting I, II, and Accounting III	No	Yes
		Teacher name: S. Jimmy	
Fundmentals of Nursing Services, Advanced Applications, and Internship	Intro Health Occup, Medical Terminology, and Advance Nursing	No	Yes
		Teacher name:C. Mitchell	

C. NATIVE CTE programs NEEDED from a site or Community College over the NATIVE Video Conferencing Distance Learning network.

Class Name and Course Number	Semester (Fall, Sprg, All Yr)	Anticipated number of students